



District of Kitimat
I N V I T A T I O N T O Q U O T E (ITQ)
This is NOT an order

ITQ # 07-2022 RIVERLODGE
ACM REMOVAL AND SKIRTING REPLACEMENT
Issue Date: March 8, 2022

QUOTATIONS MUST BE RECEIVED **BEFORE 2:00 P.M. (Pacific Time)** ON APRIL 7th, 2022 AT THE FOLLOWING LOCATION:

DISTRICT OF KITIMAT

ATTN: **Dustin Rutsatz**

206 Enterprise Ave

Kitimat, BC **V8C 2C7**

(Email: purchasing@kitimat.ca for inquiries and is ok for Quotation submission)

THIS QUOTATION IS SUBMITTED BY:

NAME OF BIDDER: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

SIGNATURE: _____ DATE: _____

NAME OF AUTHORIZED REPRESENTATIVE (PLEASE PRINT): _____

TITLE : _____

Checklist for Bidders:

1. Read all the terms and conditions.
2. Complete the following pages that make up your quotation (the "Quotation"):
 - A signed front cover page of this ITQ (or signed cover page with the ITQ number and information requested in this ITQ front cover page);
 - A completed Appendix 1 (Schedule "B");
 - **Mandatory Site Visit**
 - Including a 10% Certified cheque for Contract Security;
 - A completed Appendix 2 (Additional Information Sheet), if attached to this ITQ; and
 - A completed Appendix 3 (Schedule "E" Designation of Prime Contractor).
3. Submit the Quotation before the closing date and time set out on the front cover page of this ITQ.
4. Deliver the Quotation by **hand / courier** to the closing location identified on the front cover page of this ITQ. This quotation can also be delivered via email to the address above.

Invitation to Quote Terms and Conditions

1. Bidders must submit a Quotation that complies with the instructions provided as a “Checklist for Bidders” found on the front cover page of this ITQ.
2. By submitting a Quotation in response to this ITQ, the bidder is deemed to have agreed to the terms and conditions of this ITQ, and if selected as the successful bidder, to supply the services listed at the prices quoted in the submitted Quotation on the terms and conditions of the General Service Agreement, including the Schedules embedded in this ITQ document.
3. Quotations will be marked with their receipt time at the closing location. Only complete Quotations received and marked before closing time will be considered to have been received on time. Hard copies of late Quotations will not be considered or evaluated. Electronic Quotations that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the Quotation receipt time as recorded at the closing location will prevail whether accurate or not.
4. Quotations will remain valid for 30 days from the closing date of this ITQ, despite anything to the contrary on the Quotation.
5. Lowest or any Quotation will not necessarily be accepted.
6. Bidders must comply with all applicable laws.
7. Bidders are solely responsible for their own expenses, if any, in preparing and submitting a Quotation and, if successful, in finalizing a contract.
8. Quotations must be submitted in English as the working language of the District is English.
9. If a key resource is named in a Quotation, the bidder represents and warrants that the key resource named meets all of the requirements set out in this ITQ.
10. Once an award is made, the successful bidder will be held to its Quotation as of the closing date of the ITQ even if the bidder later alleges a mistake was made in the Quotation.
11. If a bidder discovers that it has made an error in its Quotation, the bidder may forward a correction notice to the District at the location identified on the front cover page of this ITQ or withdraw its Quotation, but the correction or withdrawal must be received before the closing date and time for the ITQ.
12. Before an award is made, if it appears that an error has been made in a Quotation, the District may, in its sole discretion, communicate with the bidder to ascertain if it wishes to honour the Quotation or permission to withdraw the Quotation. If the bidder is permitted to withdraw its Quotation, the Quotation will not be considered further.
13. The District reserves the right to award this order in part or in full, on the basis of Quotations received unless the bidder specifies that its Quotation is valid only for the complete order.
14. The District may consider and evaluate any Quotation from another jurisdiction on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Quotation from a British Columbia supplier.
15. It is intended that a contract on the terms and conditions of the General Service Agreement will be issued to the bidder whose Quotation has the lowest fixed price/rate/unit price (as applicable to this ITQ) for the Services. The District will not be obligated in any manner to any bidder whatsoever until a General Service Agreement has been executed and delivered by both the District and the successful bidder respecting a Quotation.
16. Neither acceptance of a Quotation nor execution of General Service Agreement will constitute approval of any activity or development contemplated in any Quotation that requires any approval, permit, license or other statutory authority pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.
17. All inquiries related to this ITQ are to be directed to the District, to the contact person noted on the front cover page of this ITQ. Information obtained from any other source is not official and may be inaccurate. Inquiries and responses may be posted on the BC Bid website (www.bcbid.ca) or distributed to all bidders, at the District’s option.
18. All documents submitted to the District are subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act*. For further information about Freedom of Information please see http://www.cio.gov.bc.ca/cio/priv_leg/index.page.
19. While the District has used considerable efforts to ensure an accurate representation of information in this ITQ, all bidders are urged to conduct their own investigations into the material facts. The District will not be held liable or accountable for any error or omission in any part of this ITQ.

GENERAL SERVICE AGREEMENT



To review the terms and conditions that will apply to these services, please refer to the General Service Agreement template found at the end of this document.

Schedules A and D embedded in this ITQ document will replace Schedules A and D in the General Services Agreement template for this requirement.

Schedule A is a complete description of the services that the supplier will provide.

Schedule D identifies the minimum insurance requirements that the supplier must meet.

Schedule E will apply to this General Service Agreement.

Schedule B will be completed based upon the Quotation.

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on April 7th, 202s and ends on May 31st, 2022.

PART 2. SERVICES:

Mandatory Site Meeting:

Mandatory Site Meeting that will be held **Thursday, March 24th, 2022 at 10:30 am at Riverlodge Recreation Centre.**

The cut-off for submitting any questions related to this ITQS to the District Contact will be two (2) business days before the Closing Time or April 5th, 2022. Questions received after this time may not be answered.

Contract Security

A certified cheque in the amount of 10% of the quoted sum shall accompany the Quotation. The cheque shall be held as Bid Security during the award period and the successful proponent's cheque shall be retained as Contract Security. Unsuccessful proponent's Bid Security will be released after contract award.

Project Overview

To remove ACM (asbestos containing materials) skirting from areas noted in the attached Riverlodge map and replace with new skirting in various locations around the Riverlodge Recreation Centre.

Project Management

Project Manager is Theresa Rachao, 250-632-8972.

Occupational Health and Safety Advisor, David Faria, 250-632-8900 ext 2262.

Scope of Work

District is calling for quotations from Contractors who are appropriately qualified and experienced to conduct asbestos abatement within BC in accordance with Provincial, local and WorkSafeBC regulations as well as the District of Kitimat's Asbestos Management Plan (AMP).

The term 'asbestos abatement' is used to refer to procedures used to control fibre release from asbestos-containing materials in a building, or to remove them entirely, including removal, encapsulation, repair, enclosure, encasement, and operations and maintenance programs.

An AMP is implemented to manage the inventory of asbestos-containing materials that are left in place within the site. The potential contractor must include labelling or identification of asbestos-containing materials, for employee awareness and routine surveillance of these materials. The contractor is required to follow the AMP provided by the DOK and instructed to follow the plan, specifically Appendix 10 and 11.

Completion of the Areas are dependent upon pricing estimates received and budget approval, as the budget may not allow for the complete scope of work.

NOTE: THE FIBREBOARD AND AREA UNDER THE BUILDING CONTAIN ASBESTOS AND MUST BE TREATED AS A MODERATE RISK WORK SPACE. PLEASE SEE ATTACHED ASBESTOS HAZARD ASSESSMENT AND COMPLETE THE NOTICE OF PROJECT REQUIRED BY WORK SAFE BC.

The Contractor must:

- 1) Supply all labour, supervision, materials and equipment to remove and dispose of current skirting and install new skirting around the specified areas in the attached documents to match existing skirting on the other areas of the building. Please see attached HBMA report page 37 Table 1 and Building Layout.

- 2) Remove and dispose of boxwoods planted in front of the skirting accordingly. Ground to be back filled and brought to grade level. This will require job site preparation to protect the building and area where machinery will be placed. All damage caused by contractor will be repaired by contractor prior to completion of project.
- 3) Due to the *removal* of asbestos, prior to demolition activity a detailed pre-demolition hazardous materials survey should be completed as required by Section 20.112 of the Occupational Health and Safety Regulations.
- 4) Prior to work beginning, develop a risk assessment and safe work procedure for handling asbestos-containing materials that will disturb these materials to determine the exposure risk to workers and other persons as per OHS Guideline G20.112 Risk Assessment for Identified Asbestos. This must be done within the context of an Exposure Control Plan as described in Section 6.3 of the WorkSafeBC Occupational Health and Safety regulations and submitted for approval by District Project Managers or District designate, 2 business days before work commences, that will contain at a minimum:
 - a) a general description of the methods which the Contractor proposes to adopt for executing the contract;
 - b) a proposed time schedule and sequence of events that the Contractor will use to meet the contract including preparation stages, training, site works, disposal and site closure;
 - c) further details and information as the District may reasonably require.
- 5) Be responsible for the engagement of the necessary Local & Provincial authorities and stakeholders and ensure all appropriate permits and other requirements are met to enable works to be lawfully undertaken.
- 6) Be the Prime Contractor for this scope of work and will submit the Notice of Project as required by WorkSafeBC. A completed Appendix 3 (Schedule “E” Designation of Prime Contractor)
- 7) Provide all necessary equipment, monitoring supervision and testing to ensure work is conducted safely and lawfully.

Deliverables:

- 1) Trained and competent end users and documented evidence of competency achieved with training tools made available for future reference; and
- 2) Final report according to the DOK AMP Keltech report detailing:
 - a) Confirmation that works has been completed at the site (take photos after removal and after install to provide to project manager);
 - b) Labelling or identification of asbestos-containing materials;
 - c) Verification that the asbestos wastes have been lawfully disposed of in accordance with national and local requirements;
 - d) A record showing that all works were conducted according to Provincial, local and WorkSafeBC guidelines; and
 - e) The Final Report must be submitted to the District no later than four (4) weeks after the completion of all work.
- 3) Special Insurance Requirement

Contractors Pollution Liability Coverage:

 - i. Asbestos Abatement Liability coverage as provided under the Contractor’s or Subcontractor’s Commercial General Liability insurance coverage with limits no less than \$2,000,000.00 per occurrence for bodily injury, death, and damage to property including loss of use thereof. Such insurance shall include all operations associated with hazardous materials clean-up, removal and/or containment, transit and disposal.

Enclosures:

- Keltech Environmental Ltd Asbestos Management Plan
- Keltech Environmental Ltd Final Report Phase 2 – Hazardous Building Materials Assessment
- Riverlodge Fibreboard - Building Layout

Reporting requirements

- Final Reporting and Paperwork according to the AMP for the DOK

Key personnel

The following individuals will provide the services described in Part 1 specific to the role identified:

- Role: _____ Name of Individual; _____ and
- Role: _____ Name of Individual

APPENDIX 1

(Schedule B – Fees and Expenses)

Complete and submit this Appendix 1, clearly identifying the price(s) proposed for the Services in Schedule A.

Schedule B will be completed during contract finalization to match the information provided in this Appendix 1.

BASE PRICE - Firm, fixed, all-inclusive price for all services described in this ITQ and any addenda:	\$
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NOTE: Completion of the Areas are dependent upon pricing estimates received and budget approval, as the budget may not allow for the complete work.

Price breakdown for budgetary review and acceptance:

Firm, fixed, all-inclusive price for all services described in this ITQ and any addenda by square foot:	\$	per sq/ ft
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Price breakdown for budgetary review and acceptance:

Line Item	Location	Unit Price
1	Section A	

APPENDIX 2

Bidders responding to this ITQ must provide:

- Attend a Mandatory Site Meeting that will be held **Thursday March 24th, 2022 at 10:30 am at Riverlodge Recreation Centre**. The cut-off for submitting any questions related to this ITQS to the District Contact will be two (2) business days before the Closing Time or April 5th, 2022. Questions received after this time may not be answered.
- **CONTRACT SECURITY**
 - A certified cheque in the amount of 10% of the tendered sum shall accompany the Tenders. The cheque shall be held as Bid Security during the award period and the successful tenderer's cheque shall be retained as Contract Security. Unsuccessful tenderer's Bid Security will be released after contract award.
- Schedule E – Additional Terms – the contractor will be designated as the Prime Contractor

- **METHODOLOGY**

Describe the general approach and methodology that the Proponent would take in providing the Services described in the Scope of Work. Provide a project plan with milestones and scheduled activities with the number of expected hours in regards to producing the options.

1. Contractor's Proposed Work Force
2. Contact information of person responsible for contract;
3. Proof of licenced vehicle (suitable to carry the necessary equipment and debris);
4. Three (3) references;
5. Relevant experience and qualifications to do the work;
6. Schedule of how the work will be carried out each day i.e. expected hours of work and method – including any discussions from the work site visit in regards to public and employee protection.

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the District:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the District as an additional insured,
 - (ii) be endorsed to provide the District with thirty (30) days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) Contractors Pollution Liability Coverage:
 - i. Asbestos Abatement Liability coverage as provided under the Contractor's or Subcontractor's Commercial General Liability insurance coverage with limits no less than \$2,000,000.00 per occurrence for bodily injury, death, and damage to property including loss of use thereof. Such insurance shall include all operations associated with hazardous materials clean-up, removal and/or containment, transit and disposal.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the District.
3. The Contractor must provide the District with evidence of all required insurance as follows:
 - (a) within ten (10) Business Days of commencement of the Services, the Contractor must provide to the District evidence of all required insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the District within ten (10) Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the District at any time, the Contractor must provide to the District certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

**Schedule E – Additional Terms
The Designation of the Prime Contractor**

Project Information

Project Name: _____

Project Number: _____

WCB Project Number: _____

Prime Contractor Information

Name of Prime Contractor: _____

Address: _____

Phone: _____

Employer WorkSafe Account Number: _____

Person in Charge of Project: _____

Person Responsible for Coordinating Health and Safety Activities: _____

Contractor's Declaration as per Workers' Compensation Act

I/we acknowledge, in accordance with the Workers' Compensation Act (RSBC 1996) Chapter 492, Part 3, Division 3, Section 118 and 119 that I/we are the "Prime Contractor" and are qualified to act as the "Prime Contractor". I/we accept the duties and responsibilities for coordination of health and safety in accordance with the Workers Compensation Act. And further that I/we will do everything that is reasonably practicable to establish and maintain a system or process that will insure compliance with the Workers Compensation Act and the Occupational Health and Safety Regulations. The Prime Contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace. Prior to commencement of Construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the District of Kitimat confirming that the contractor shall 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 & Safety Regulations.

_____ Date: _____

Contractor's Representative

Name of Sub-Contractor(s), Sub-Contractor's qualified person(s) and Sub-Contractor's Worker Representative(s):
(please print)

Sub-Contractor:	Sub-Contractor:
Qualified Person:	Qualified Person:
Worker Representative:	Worker Representative:

Workers Compensation Act - Coordination at multiple-employer workplaces 118

(1) In this section:

"**multiple-employer workplace**" means a workplace where workers of 2 or more employers are working at the same time;

"**prime contractor**" means, in relation to a multiple-employer workplace,

(a) the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or

(b) if there is no agreement referred to in paragraph (a), the owner of the workplace.

(2) The prime contractor of a multiple-employer workplace must

(a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and

(b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulations in respect of the workplace.

(3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

O.H.&S. REGULATION 20.3 (Excerpt)

(1) If a construction project involves the work of two (2) or more employers of their workers, each employer must notify the owner, or the person engaged by the owner to be the prime contractor, in advance of any undertaking likely to create a hazard for a worker of another employer.

(2) If a work location has overlapping or adjoining work activities of 2 or more employers that create a hazard to workers, and the combined workforce at the workplace is more than five (5)

(a) The owner, or if the Owner engages another person to be the prime contractor, then that person, must:

(i) Appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the location, and

(ii) Provide up-to-date information as specified in subsection (4), readily available on site, and

(b) Each employer must give the coordinator appointed under paragraph (a) (i) the name of a qualified person designated to be responsible for that employer's site health and safety activities.

(3) The duties of the qualified coordinator appointed under subsection (2) (a) (i) include:

(a) Informing employers and workers of the hazards created, and

(b) Ensuring that the hazards are addressed throughout the duration of the work activities.

(4) The information required by subsection (2) (a) (ii) includes:

(a) The name of the qualified coordinator appointed under subsection (2) (a) (i).

(b) A site drawing, which must be posted, showing project layout, first aid location, emergency transportation provisions, and the evacuation marshalling station, and

(c) A set of construction procedures designed to protect health and safety of workers at the workplace, developed in accordance with the requirements of this Regulation.

NOTE: The information required by subsection (4) is a part of the overall health and safety program required by part 3 of this Regulation (Rights and Responsibilities). See sections 118 and 119 of Part 3 of the Workers Compensation Act for the statutory requirements for coordination at multiple-employer workplaces and the general duties of owners.

Where required, the Prime Contractor shall complete the Notice of Project form and forward it to the area WCB office.