

Name and Address of Firm Quoting



Canada's Tournament Capital

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

**CITY OF KAMLOOPS
REQUEST FOR
FAX QUOTE**

Quotation No: 118-10
Closing Time: 2:00 p.m.
Closing Date: 2010 May 28

Date: _____

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT
	Supply all materials, labour and equipment to paint the Lansdowne Parkade as per attached specifications, terms and photos.	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. Only successful vendors only will be advised of bid results (in writing). Bid awards will be posted on the City's website, www.kamloops.ca. 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.

Lansdowne Parkade Painting – Guidelines

- Paint shall be General Paints 58 Line HP 2000 Eggshell / Semi Gloss High Performance Acrylic Latex or approved equal product.
- Paint shall be applied in two coats on properly cleaned and prepared surfaces in accordance with the manufacturer's instructions. The first coat of paint shall be tinted to ensure second coat coverage. Paint shall be applied at the rate of 35 m²/3.78 l or 375 ft²/us gallon. The second coat of paint shall not be applied until the first coat is properly dry, at least 4 hours old.
- All colour keys to be determined in conjunction with the City of Kamloops. The intent of the colour scheme is to "mirror" the Fulton and Company building directly across the street.
- **North Side of Parkade :**
 - Five concrete abutments at ground level to be painted "Copper" (Currently blue).
 - Face of parking decks two thru five to be painted "Black" (Currently blue).
 - Face of parking deck six and top rail to be painted "Copper" (Currently blue).
 - Concrete rails on decks two thru five are **not** to be painted. Concrete pillars at northwest and northeast corners are **not** to be painted. Only surfaces on the north side that are currently painted blue are to be painted.
- **East Side of Parkade:**
 - Concrete block sections to be painted "Taupe".
 - Smooth finished horizontal surface strips to be painted "Black".
 - Middle concrete pillar to be painted "Taupe".
 - Northeast corner pillar **not** to be painted.
- **West Side of Parkade:**
 - Face of parking decks two thru five to be painted "Black" (Currently blue).
 - Face of parking deck six and top rail to be painted "Copper" (currently blue / bare concrete).
 - Center concrete pillar to be painted "Taupe".
 - All metal hand rails to be painted "Black".
- Faxed Quotes will be accepted up until 2:00 P.M. local time 2010 May 28 @ 250-828-3390.
- The attached work agreement form must be signed by the successful contractor.
- Please provide manufacturers and workmanship warranties.



Canada's Tournament Capital

**CITY OF KAMLOOPS
PRIME CONTRACTOR CONSTRUCTION WORK AGREEMENT (Revised 2009)**

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 APPROVED CONTRACTOR

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 WORK AGREEMENT DOCUMENTATION

2.1 The Construction Work Agreement must include all the documentation as outlined in **1.0 APPROVED CONTRACTOR** above and completed copies of the **JOB SITE HAZARD IDENTIFICATION** and **CONFIRMATION OF CONTRACTOR RESPONSIBILITIES CHECKLISTS**.

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 PRIME CONTRACTOR/WORKSAFEBC

3.1 The Contractor shall be deemed to be the Prime Contractor within the meaning of the WorkSafeBC **Occupational Health and Safety Regulations** for the Province of British Columbia. The Contractor shall have a written Occupational Health and Safety Program as required by the WorkSafeBC and the **Occupational Health and Safety Regulations**. 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 **Occupational Health and Safety Regulations**. Failure to meet these safety requirements will result in cancellation of the contract.

The Contractor shall **Indemnify and Save Harmless** 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 INSURANCE

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 RELEASE OF LIABILITY AND INDEMNITY

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 HARLMESS 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.

I HAVE READ AND UNDERSTAND THIS AGREEMENT.

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



Interior Savings

The FULTON & COMPANY
CAPITAL & TRADING HOUSE GROUP

RESERVED
NO PARKING
EXCEPT FOR
AUTHORIZED PERSONNEL
ONLY

NO PARKING
EXCEPT FOR
AUTHORIZED PERSONNEL
ONLY

NO PARKING
EXCEPT FOR
AUTHORIZED PERSONNEL
ONLY



Thirty Dog



RESTAURANT BY
HOTEL

PARKADE

BUS ZONE

MLB
LAWYERS



CHIC
CLUBHOUSE PARKING ONLY
(BY APPOINTMENT ONLY)
RESERVED FOR USE BY THE CLUB
OR SOCIETY OF THE CLUB

