



# SUNSHINE COAST REGIONAL DISTRICT

AMENDMENT NO.#3

Request for Proposal No. 2437008

Geotechnical Assessment – Slope Stability Chapman Water Transmission Intake

**Date: April x, 2024**

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This addendum forms part of the contract documents and shall be read, interpreted, and coordinated with all other parts. The costs of all work contained herein shall be included in the tender submission. The following revisions, clarifications, changes, additions, or deletions supersede the information contained in the original documents to the extent referenced and shall become part thereof:

**Number of pages including attachments: #9**

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**Item No.1 – 4.1 General Contract Terms and Conditions**

Delete:

“The General Contract terms can be found at: Information about our General Service Terms and Conditions can be found at [www.scrd.ca/bid](http://www.scrd.ca/bid).”

Add / Replace with:

“The General Contract terms can be found at: Information about our General Service Terms and Conditions can be found at [www.scrd.ca/bid](http://www.scrd.ca/bid) and Schedule B and Schedule D are included as Appendix 8.”

**Item No.2 –**

Add: Appendix 9 Shape File Statutory Right a way

**Item No.3**

Add: Appendix 10 Shape File Watermain

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Amendment No.3 is issued prior to receipt of submission and shall form part of the contract documents. The revisions shall clarify the information contained in the original Proposal documents issued on March 19, 2024.

## Appendix 8 General Service Agreement Schedules

### Schedule B Fees and Expenses

- 1) Despite sections 2 and 3 of this Schedule, the maximum amount payable under the terms of this Contract (the "Maximum Amount") is **\$XXX**, plus any applicable taxes which may be incurred. There is no guarantee that the Contract Maximum Amount will be reached or that the spending will be spread evenly throughout the Contract.
- 2) Fees will be paid....
- 3) The following expenses, the aggregate of which shall not exceed **\$XXX**, excluding any applicable taxes, will be paid to the Contractor provided the same are supported, where applicable, by original receipts and are, in the opinion of the Regional District or delegate, necessarily incurred by the Contractor in the fulfillment of its obligations under this agreement:
  - (a) The most economical travel, accommodation and meal expenses for travel greater than 32 kilometers away from Sechelt BC, when they are on travel status; and the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.
- 4) Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Regional District at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Regional District containing:
  - (a) the Contractor's legal name and address;
  - (b) the date of the statement;
  - (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
  - (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
  - (e) the Contractor's calculation of all applicable taxes payable by the Regional District in relation to the Services;
  - (f) a description of this Agreement to which the statement relates;
  - (g) a statement number for identification; and
  - (h) any other billing information reasonably requested by the Regional District.
- 5) After receipt by the Regional District of any aforesaid written statement of account, the fees referred to in paragraph 2 and 3 of this schedule will be paid to the Contractor by electronic funds transfer, subject always to the respective maximum amount set forth in paragraph 1 of this schedule. The Fee will be payable within 30 calendar days of receipt of Contractor's approved invoice.

## Schedule D Insurance

### Workers Compensation Board Coverage:

The Contractor will comply generally with the Workers' Compensation Act and in particular will obtain and maintain during the term of this Agreement, the necessary coverage for himself and any employees or subcontractors, and will, upon request by the Regional District, provide particulars of such coverage.

### Insurance:

1. The Contractor shall, without limiting its obligations or liabilities and at its own expense, provide and maintain and continuously carry throughout the term of this Agreement, the following policies of insurance with insurers licensed in British Columbia and in forms and amounts acceptable to the Regional 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 Regional District as an additional insured,
    - (ii) be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause;
  - b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate not less than \$2,000,000.00
  - c) Motor Vehicle Insurance, including Bodily Injury and Property Damage in an amount no less than **\$2,000,000.00** per accident from the Insurance Corporation of British Columbia on any licenses motor vehicles of any kind used to carry out the Work.
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 Regional District.
3. The Contractor must provide the Regional District with evidence of all required insurance as follows:
  - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Regional District evidence of all required insurance in the form of a completed Certificate of Insurance;
  - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Regional District within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Certificate of Insurance
  - (c) despite paragraph (a) or (b) above, if requested by the Regional District at any time, the Contractor must provide to the Regional 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.

## **Appendix 9 Shape File Statutory Right of Way**

Provided as a 2 separate documents:

Eport.png

Export.prj

## **Appendix 10 Shape File Watermain**

Provided as a separate document:

Watermain.zip