



## REQUEST FOR QUOTATIONS 2024-34

### SUPPLY AND DELIVERY OF ROAD SALT (SODIUM CHLORIDE)

The City of Dawson Creek (City) is requesting quotations from interested suppliers for **RFQ 2024-34 Supply and Delivery of Road Salt (Sodium Chloride)**, as further described in Appendix A – RFQ Scope of Work.

#### PART 1.0 – SUBMISSION INSTRUCTIONS

##### 1.1 RFQ Documents

All Request for Quotation (RFQ) documents are available through BC Bid. Bidders must refer to the RFQ documents for the terms governing the procurement process.

##### 1.2 RFQ Contact

All enquiries regarding this RFQ should be submitted directly to Jill Rickert, Procurement Officer at [jrickert@dawsoncreek.ca](mailto:jrickert@dawsoncreek.ca). Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the City, other than the above noted contact concerning this RFQ. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of their bid.

##### 1.3 Term of Contract

The selected bidder will enter into a contract with the City for the provision of the Scope of Work described in Appendix A to this RFQ, which contract shall be in the form attached as Appendix C - Form of Contract of this RFQ. The City intends to enter into a contract with only one (1) legal entity for a period of three (3) years commencing on November 1, 2024 and concluding on October 31, 2027 with the option to renew for two (2) additional one (1) year periods.

##### 1.4 RFQ Timetable

The RFQ timetable below may be altered by the City at any time. For the purpose of clarity, business days refers to all days that the City is open for business. The City of Dawson Creek remains on Mountain Standard Time (MST) year-round.

RFQ Issue Date	September 13, 2024
Deadline for Questions	September 20, 2024 4:00 p.m. MST
Deadline for Issuing Addenda	September 26, 2024 4:00 p.m. MST
<b>RFQ Submission Deadline</b>	<b>September 30, 2024 at 2:00 p.m. MST</b>
Anticipated Award of Contract	October 21, 2024

##### 1.5 Submission Instructions

Bidders must prepare, structure and submit their quotations in accordance with the instructions of this RFQ. Bidders are responsible for ensuring any addenda are downloaded, reviewed, and acknowledged on their bid. Faxed quotations are not acceptable and will be rejected.

### 1.5.1 Quotation Submitted on Time

It is the sole responsibility of the bidder to ensure that its quotation is received by the City on time on or before the Submission Deadline. Quotations received after the Submission Deadline will not be accepted and will be returned to the bidder unopened. **The City of Dawson Creek remains in MST year-round.**

### 1.5.2 Quotation Submitted in Prescribed Format

Bidders must submit their quotations by either of the following ways:

#### a) Electronic Submission

By email to [procurement@dawsoncreek.ca](mailto:procurement@dawsoncreek.ca) in PDF format noting the RFQ Number and Title in the email subject line as per the following:

- i. Submissions that exceed the permitted email size of 30 MB, shall be sent in multiple emails indicating the total number of emails being sent (1 of 2, 2 of 2).
- ii. Submissions containing zip files are not accepted by the City's email server, therefore, will automatically be rejected.
- iii. Quotations submitted to any other email account will not be considered as received by the City.
- iv. Quotations shall be submitted sufficiently in advance of the Submission Deadline to allow for receipt by the City, as email transmission can be delayed due to high volumes of internet traffic, file transfer size, and transmission speeds. Bidders emailing quotations too close to the deadline, do so at their own risk.
- v. The City is not liable for any delay or non-receipt of emails for any reason including technological delay or issues by the City's or a bidder's network or email system and further, the City accepts no responsibility for submissions that fail for any reason to enter into the City's system by the Submission Deadline.

#### b) Hardcopy Submission

Quotations may be submitted in a sealed opaque envelope, clearly marked with the RFQ number and title, and the bidder's name and address, to the address below:

Jill Rickert, Procurement Officer  
City of Dawson Creek  
Finance Department, Main Floor  
10105 - 12A Street, Dawson Creek, BC V1G 3V7

#### c) No Modification to Forms

Other than inserting information requested on the mandatory Bid Form attached in Appendix B to this RFQ, bidders shall not make any modifications to that form. Quotations containing any such modifications, whether on the face of the form or elsewhere in the quotation, may be disqualified.

## 1.5 Addenda

If at any time, the City wishes to modify this RFQ, the City will issue a written addendum to the RFQ which will be posted by the City's Procurement Officer to BC Bid prior to the Deadline for Issuing Addenda. Each addendum forms an integral part of the RFQ process. Bidders are responsible for reviewing all addenda issued and must acknowledge receipt of addenda in Section 4 of the Bid Form attached in Appendix B to this RFQ. The City assumes no responsibility for any oral interpretations, instructions or suggestions respecting this RFQ.

## 1.6 Amendment of Submitted Quotation

Bidders may amend their submitted quotation by email [procurement@dawsoncreek.ca](mailto:procurement@dawsoncreek.ca). Amendments must be received prior to the RFQ Submissions Deadline, may disclose only price changes and must clearly

indicate which part of the quotation the amendment is intended to change or replace. Amendments resulting in the disclosure of total quotation price may result in the entire quotation being rejected.

### **1.7 Withdrawal of Quotation**

Bidders may withdraw a submitted quotation by providing written notice to the RFQ Contact prior to the RFQ Submission Deadline. The City is under no obligation to return a withdrawn quotation.

### **1.8 Quotation Irrevocability**

All submitted quotations become irrevocable and shall be firm and open for acceptance for a period of at least ninety (90) days from the RFQ Submission Deadline. By the submission of a quotation, each bidder agrees should their quotation be selected, they will enter into a contract for the work with the City, in the Form of Contract attached in Appendix C to this RFQ.

## **PART 2.0 – EVALUATION AND AWARD**

### **2.1 Mandatory Submission Requirements**

Bidders shall structure their quotation in accordance with the requirements of this RFQ. Bidders must include the following information:

- a) Quotations must be received at the closing location by the RFQ Submission Deadline.
- b) Quotations must include a fully completed and signed Bid Form (Appendix B)
- b) Quotations must be submitted in English.

### **2.2 Evaluation**

The City will evaluate each quotation using a process of evaluation based on the following:

- a) Quotations will be evaluated on the basis of lowest price and best value to the City based on quality, service, price or other criteria provided in the RFQ.
- b) The City will determine best value based on price considerations, delivery and quality of service, the capacity of the bidder to meet all components of the Scope of Work as defined in Appendix A, and as a result, the lowest bid may not be selected.
- c) The City may consider the bidder's past performance or conduct on previous contracts with the City or other institutions.

### **2.3 Pricing**

- a) Prices shall be provided in Canadian funds, inclusive of all applicable duties, fees, and levies, except for PST and GST, which should be itemized separately.
- b) Prices provided shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, all other overhead, including any fees or other charges required by law.
- c) In the event a bidder makes an error in the calculation of their bid price, the City will correct the error and take the corrected price for the purposes of evaluation and contracting. The bidder will be notified of the correction.

### **2.4 Award of Contract**

The selected bidder will be notified in writing of the Award of Contract. The City may enter into negotiations with a preferred bidder before notice of the Award of Contract, including regarding price and scope of work without any obligation to any other bidder. The Award of Contract may be subject to final approval by City Council.

**2.5 Notification to Other Bidders**

Once the selected bidder has been notified and signs the contract, the City will inform all other bidders in writing of the outcome of the Award of Contract.

**2.6 Failure to Enter into Contract**

If the selected bidder fails to enter into the contract within twenty (20) days of the Award of Contract, the City may, at its absolute discretion and without prejudice to its rights against the bidder in respect of such failure, treat that failure as a repudiation of the contract form between the City and that bidder upon issuance of the notice of the Award of Contract and accept such repudiation, and proceed to consider the other bidders for selection or cancel the RFQ process.

**PART 3.0 - TERMS AND CONDITIONS****3.1 Bidder to Review RFQ Documents**

Bidders shall promptly examine all documents comprising this RFQ and report any ambiguities, errors, omissions; or seek additional information directly through the RFQ Contact on or before the Deadline for Questions.

**3.2 Questions on RFQ Particulars**

Bidders shall direct all questions to the RFQ Contact on or before the Deadline for Questions. The City is not obligated to respond to questions or comments received after this period has passed; nor is it obligated to provide additional information. The City will not be responsible for any misunderstanding on the part of the bidder concerning this RFQ, its process or any information provided or obtained from any source other than the RFQ Contact. Responses to questions, if not already found in the RFQ, will be provided as an addendum.

**3.3 Communication after Issuance of RFQ**

If, for any reason, the City determines it is necessary to provide additional information relating to this RFQ, such information will be communicated by addenda.

**3.4 Post-Deadline Addenda and Extension of Submission Deadline**

The City may, after the Deadline for Issuing an Addenda, nevertheless extend that Deadline if the City also extends the Submission Deadline by a corresponding period of time.

**3.5 Business License/WorkSafe/Insurance**

The successful bidder is required to provide and maintain throughout the term of the contract the following documentation:

- a) City of Dawson Creek Business Licence.
- b) Proof of good standing with WorkSafe BC.
- c) Commercial General Liability policy covering bodily injury, death, and property damage arising out of its operation, in the amount of at least \$5,000,000 from an insurance company licensed to carry out general insurance in the province of BC. The policy shall be in the name of the bidder and have added as additional insured the Corporation of the City of Dawson Creek. The policy shall provide the City with thirty (30) days notice of cancellation or material changes to the policy.
- d) If vehicle transportation is required to perform the work, the bidder must have in place Automobile liability insurance, for each vehicle used by the bidder in the sum of \$5,000,000 and provide proof of such coverage by ICBC form APV47. Should the automobile coverage be provided by other than ICBC then proof must be by a certificate showing that the coverage is in effect and will also name

the City as additional insured and provide thirty (30) days' notice to the City.

### **3.6 Bidder to Bear their Own Costs**

The City will not be liable for any expenses incurred by any bidder in preparing a bid, including expenses related to any of the following:

- a) Preparing and submitting information in response to the RFQ.
- b) Negotiations with the City on any matter related to this procurement.
- c) Costs associated with interviews, meetings, travel, or presentations.
- d) All other expenses incurred by a bidder prior to the successful bidder's execution of a contract with the City.

### **3.7 No Bidder Claims**

Bidders will not have any claim for any compensation of any kind whatsoever (including for lost profits) as a result of participating in this RFQ, including for any and all breaches by the City of any contract (referred to by the courts as 'Contract A') formed between the City and a bidder upon submission of a quotation, and by submitting a bid each bidder agrees that it has no claim. This clause forms a term of every such 'Contract A'.

### **3.8 Discretion**

The City may, in its sole discretion, reject or retain for its consideration a quotation that contains defects or qualifications, or that does not comply with one or more of the requirements of the RFQ, including the process for quotation submission, including where such defects, qualifications or non-compliance are considered to be material.

### **3.9 Cancellation and No Selection**

The City reserves the right to:

- a) Cancel this RFQ at any time.
- b) Not select a bidder even if responsive quotations are received.

### **3.10 RFQ Limitation**

This RFQ is solely compiled from the current conditions based upon the information and description by City staff, contractors, field visits, investigations, and existing plans. If the site condition differs, it is the bidder's responsibility to report it to the City immediately, and the City will amend the RFQ accordingly.

### **3.11 Confidential Information of Bidders**

Bidders should identify any information in their bid, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of the court or tribunal. Bidders are advised that their bid will, as necessary, be disclosed on a confidential basis, to advisers retained by the City to assist with the RFQ process, including the evaluation of bids.

### **3.12 Disclosure**

All bidders should be aware that all quotation submissions and accompanying documentation will be retained by the City and deemed public records and as such are subject to the *Freedom of Information and Protection of Privacy Act (FOIPPA)*.

### **3.13 Debrief**

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be made in writing to the RFQ Contact and must be made within thirty (30) days of such notification.

### **3.14 Governing Law and Interpretation**

The terms and conditions of the RFQ process are to be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.



## **APPENDIX A - RFQ SCOPE OF WORK**

The successful bidder shall be responsible for the supply and delivery of Road Salt (Sodium Chloride) throughout the Term of Contract as described in Section 1.3 of the RFQ Documents.

### **1. Scope of Work:**

The successful bidder shall be responsible for the following:

- a) Supply of up to 500 tonnes of bulk winter road salt per year, which meets the following specification:
  - Sodium Chloride, Type 1, Grade 1, conforming to the latest revision of ASTM Standard Specification D632.
- b) Supply and operation of all necessary tools, equipment, personnel and fuel to deposit the material on City property at the location and in the quantities specified by the City.
- c) Deliver a minimum of 45 tonne of material per delivery, primarily during the winter months, or any other month at the request of the City.
- d) Deliver the material with a minimum of three (3) days notice at the request of the City.
- e) The delivery schedule and quantities will be set by the City to ensure reasonable access for delivery trucks at the delivery location.

### **2. Delivery location:**

The successful bidder shall deliver the product to the City Public Works Yard, located at 92 Vic Turner Road, Dawson Creek BC, unless an alternate site is identified by the City.



## APPENDIX B - BID FORM

### Section 1 - Contact Information

Bidder Legal Name: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

### Section 2 – Pricing

Prices must include all applicable fees, levies and charges except taxes. GST and PST must be listed separately.

Description	Year	(A) Price per Tonne	(B) Total Price ( <i>price per tonne X 500 Tonnes</i> )
Price for performing the work as per Appendix A – Scope of Work	2025	\$	\$
	2026	\$	\$
	2027	\$	\$
Subtotal ( <i>sum of column B</i> )			
GST			
PST			
Total Bid			



**Section 3 – Conflict of Interest**

Please indicate the appropriate response to the information contained in Section 6 e) below.

If conflict exists, provide details on  
a separate sheet:

☐

No conflict exists for my company:

☐
**Section 4 – Addendum/Addenda**

The bidder acknowledges receipt of the following Addenda and agrees that this bid has been completed in accordance with them:

Addenda \_\_\_\_\_

**Section 5 - References**

Please provide contact information for your two most recent jobs similar in scope and value to the work specified. Provision of this information constitutes consent for the City to contact the references.

Company Name:		
Contact:		
Phone:		
Email:		

**Section 6 – Consultant/Contractor Acknowledgement**

As an authorized representative of \_\_\_\_\_, by my signature below  
I acknowledge: *Company Name*

- To have carefully examined the RFQ documents and have a clear and comprehensive knowledge of the Scope of Work outlined in Appendix A; and that my bid represents and warrants my ability to provide the perform the work.
- All employees, sub-contractors and representatives of the company will operate in compliance with all applicable federal, provincial and municipal occupational health and safety regulations, laws and bylaws. My company and its employees are qualified to do this work. References will be provided upon request.
- The successful bidder sha provide the required documents, as referred to in Part 3, Item 3.5, no later than one week after the signing of the contract. Failure to do so may result in the contract being awarded to a bidder who can meet the requirements.
- Bidders will not have claim for any compensation of any kind whatsoever, as a result of participating in the RFQ, and by submitting a bid, each bidder will be deemed to have agreed that it has no claim.
- I have provided information regarding my company that may lead to a real or perceived conflict of interest, including:

- i. Information regarding company representatives, managers and staff, (and members of their immediate families) who are a member of the Council of the City of Dawson Creek or in a senior management capacity with the City of Dawson Creek. Immediate family is defined as an individual's spouse and those dependent on the individual or the individual's spouse, whether related or not.
- ii. If no conflict exists, I have so indicated on the Bid Form in the space provided.

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*Authorized Representative Signature*

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*Print Name***Section 7 – Code of Conduct – Consultant/Contractor**

The relationship between City employees and representatives of Consultants/Contractors providing service to the City is critical to achieving the goals and objectives of the City.

In providing the highest level of service possible, it is essential that all representatives of the Consultant/Contractor work together with City staff in a co-operative and congenial manner, always respecting established lines of authority.

The efficiency of City operations and the image it presents to the public may be influenced by any breakdown in the relationship between the Consultant/Contractor, its representatives and City employees. Therefore, the Consultant/Contractor representatives are expected to convey a friendly, approachable, positive and helpful attitude to City employees and to be honest, trustworthy, reliable, dependable and punctual in all workplace activities.

Consultants/Contractors unable to demonstrate an ability to meet this standard may be disqualified from the bidding process. Successful bidders subsequently failing to meet this standard should expect termination of any contractual relationship with the City.

**I have read and agree to comply with the above Code of Conduct:**

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*Authorized Representative Signature*

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*Print Name*



## **APPENDIX C**

### **FORM OF CONTRACT 20XX-XX**

***[Insert RFQ/RFP/Tender Title]***

THIS AGREEMENT dated for reference \_\_\_\_ day of \_\_\_\_\_, 20XX.

**BETWEEN: CITY OF DAWSON CREEK**  
10105 - 12A Street  
Dawson Creek, BC V1G 3V7

(the "Owner")

**AND: ABC COMPANY**  
Address  
City, Province, Postal Code

(the "Contractor")

THIS AGREEMENT is evidence that the Owner and the Contractor (the "Parties") in consideration of the terms and conditions set out herein, are in mutual agreement with the following:

#### **1. The Contract Documents**

- a) This Agreement is between the Parties in respect of ***[Insert RFQ/RFP/Tender Title]*** and is comprised of the following documents, which are collectively referred to as the "Contract":
  - i. This Agreement
  - ii. Schedule A – Scope of Work
  - iii. Schedule B – Bid Form/Proposal
- b) The Contractor is engaged as an independent Contractor, as a Party to this Contract, for the sole purpose of providing the work.
- c) Neither the Contractor nor any of its employees or sub-contractors are engaged by the Owner as an employee or agent of the Owner. The Contractor is solely responsible for all remuneration and benefits payable to its employees and contractors, and all payments and deductions required to be made by any enactment, including all Mandatory Employment Related Costs (MERCs).

#### **2. The Work**

- a) The Contractor agrees to perform the work outlined in ***[Insert RFQ/RFP/Tender Title]***. The attached Schedule A defines the Scope of Work.
- b) If the Contractor has agreed to assume the responsibilities of Prime Contractor, as defined in the *Worker's Compensation Act and Regulations*, as part of the Scope of Work, the Contractor will be required to complete the Prime Contractor Designation Form, prior to the commencement of work.
- c) The Contractor is responsible for performing the work in a timely and satisfactory manner.

#### **3. Term of Contract**

The duration of this Contract is for a period of [months/years] beginning on [Month day, year] and will expire on [Month day, year].

**4. Payment**

- a) Notwithstanding anything else in the Contract, the total amount payable by the Owner to the Contractor under this Contract, shall not exceed \$\_\_\_\_\_, [Insert including/excluding] all applicable taxes and disbursements.
- b) The Owner agrees to pay the Contractor for performance of the work, subject to the terms and conditions of the Contract, in the amounts and in the manner specified in the [Bid/Proposal] Form attached as Schedule B.
- c) The Owner will pay the Contractor for services rendered upon submission of detailed invoices for services or materials completed.
- d) Submission of invoices may be sent electronically to [ap@dawsoncreek.ca](mailto:ap@dawsoncreek.ca) for processing and payment. The Owner will provide payment by Electronic Funds Transfer (EFT) within thirty (30) days of receipt of invoice.

**5. Changes by Written Amendment**

Any changes to this Contract shall be by written amendment signed by the Parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract.

**6. Indemnification**

Notwithstanding the compliance of the Contractor with all the clauses concerning insurance, the Contractor will indemnify and save harmless the Owner, its elected and appointed officers, its employees and agents from and against any and all liability, loss, claims, damages, actions, causes of action, costs and expenses the Owner may sustain, incur, suffer or be put to at time either before, or after the termination of the Contract, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or sub-contractor of the Contractor pursuant to this Contract, excepting always liability arising out of the independent negligent act of the Owner.

**7. Business License and Insurance Requirements**

The Contractor shall prior to the commencement of work and at its own expense, provide and maintain throughout the duration of this Contract the following insurance information:

- a) City of Dawson Creek Business License
- b) Insurance:
  - i. Commercial General Liability policy covering bodily injury, death and property damage arising out of its operation in the amount of at least \$5,000,000\* from an insurance company licensed to carry out general insurance in the province of BC. The policy shall be in the name of the Contractor and have added as additional insured the Corporation of the City of Dawson Creek. The policy shall provide the Owner with thirty (30) days' notice of cancellation or material changes to the policy; and
  - ii. If vehicle transportation is required to perform the work, the Contractor must have Automobile liability insurance, for each vehicle used by the Contractor, in the sum of \$5,000,000 and provide proof of such coverage by ICBC form APV47. If automobile coverage is provided by an insurer other than ICBC, then proof must be by a certificate showing that the coverage is in effect and will also provide thirty (30) days' notice to the Owner.

**8. WorkSafe BC**

The Contractor shall maintain, throughout the duration of this Contract, WorkSafe BC coverage to fully protect itself, its employees, and the Owner; and shall submit Proof of Good Standing with WorkSafe BC to the Owner prior to commencing the work. The Contractor shall comply with all conditions and safety regulations in the *Workers' Compensation Act of British Columbia*. Failure to do so, may result in the Owner terminating the Contract.

**9. Ownership, Sharing and Use of Geospatial/Electronic Data**

If under this Contract it is found that the Contractor requires access to Geospatial Data owned by the Owner, in electronic format, the following shall apply:

- a) As a local government the Owner is legally bound by the *British Columbia Freedom of Information and Protection of Privacy Act (FOIPPA)*.
- b) The Owner warrants and represents to the Contractor that it is legally entitled to provide data for the purposes of completing the work.
- c) The Contractor may use the data for the purposes of preparing the work only. The Contractor is not authorized to share the data with a third party or use it for commercial purposes.
- d) The Contractor will establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent the unauthorized use of or access to it. The Contractor will destroy the data as soon as purposes of the work have been completed. The Contractor agrees that upon completion of the work it shall erase, destroy, and render unreadable all electronic data and securely shred any hard copies of the data.

**10. Copyright**

The Contractor agrees that all present and future interest in the copyright of the electronic files created for the development of the materials to be provided under this Contract are vested absolutely and immediately for the Owner.

**11. Dispute Resolution**

If a dispute occurs between the Parties concerning any matter governed by the Contract the following process shall be followed:

- a) The disputing Party shall promptly advise the other Party and the Parties together shall use all reasonable efforts to resolve the dispute equitably to the satisfaction of both Parties.
- b) If the Parties are unable to resolve the dispute, within five (5) business days, then a written request to begin formal negotiations to resolve the dispute, shall be given by either Party to the other. Negotiations shall occur promptly between representatives of the Contractor and the Owner who are supervisory and responsible for the performance or management of the Contract.
- c) If the Parties cannot resolve the dispute within five (5) business days after they first meet, or if the Parties fail to meet within ten (10) business days of the first request for a meeting, then with the consent of both Parties the matter may be referred to an alternative process of mediation and/or arbitration.

**12. Termination**

The Owner may terminate this Contract if the Contractor does not fully observe, perform, or fails to meet the terms of the Contract by providing thirty (30) days notice in writing. The Owner will only be responsible for the payment of the work provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Contractor of its warranties and other responsibilities relating to the work performed or money paid.

If the Owner wishes to terminate this Contract for any reason, they may do so upon providing the Contractor with sixty (60) days' notice in writing.

**13. Expiry and Extension of Contract**

This Contract shall expire in accordance with Section 3 – Term of Contract, unless the Owner exercises its option to extend the Contract, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract. The option shall be exercisable by the

Owner giving notice to the Contractor not less than thirty (30) days prior to the above noted expiry date. The notice shall set forth the precise duration of the extension.

#### 14. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

#### 15. Contract Execution

This Contract may be executed by way of scanned documentation and delivered by electronic transmission, and when so executed and delivered, will be deemed an original. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Contract by e-mail shall also deliver to the other party an originally executed copy of this Contract.

As evidence of their agreement to be bound by the above terms and conditions, the parties have executed and delivered this Contract on the dates set out below:

#### THE CORPORATION OF THE CITY OF DAWSON CREEK

by its authorized signatories as authorized in accordance with Appointment of Officers and Delegation of Authority Bylaw No. 4479:

\_\_\_\_\_  
City of Dawson Creek Signatory, Name and Title

\_\_\_\_\_  
City of Dawson Creek Signatory, Name and Title

Date signed: \_\_\_\_\_

#### ABC COMPANY

by its authorized signatories:

Second Signature (if required by Contractor)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

**END OF CONTRACT**

**SCHEDULE A – SCOPE OF WORK**

*Insert Scope of Work Here*

**SCHEDULE B – BID FORM/PROPOSAL**

*Insert Submitted Bid Form or Proposal Here*