

Invitation for Tenders

NDCC RTU Replacement Project
24038

Issued: on February 25, 2025

Closing Location:

Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

Closing Date and Time:

April 30, 2025 at 2:00 PM, Local Time (PST)

Carolyn Hogan

Project Manager

250-551-5815

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INVITATION & INSTRUCTIONS TO BIDDERS

1 Invitation & Instructions to Bidders

The definitions set out in section 4.1 apply throughout this document except when expressly stipulated or the context otherwise clearly indicates.

1.1 Executive Summary

The RDCK is seeking bids from qualified General Contractors to complete replacement of two (2) ageing roof top units with new dual fuel units at the Nelson and District Community Complex.

1.2 Bid Documents

It is the responsibility of the Bidder to ascertain that they have received a full set of Bid documents. Upon submission of their Bid, the Bidder shall be deemed conclusively to have been in full possession of a full set of Bid Documents.

1.3 Intent to Submit

Bidders intending to submit a Bid should provide an email notification to the RDCK Representative.

A Bidder who does not submit an Intent to Submit email may not be sent any amendments or addenda.

No Bidder who sends an Intent to Submit email is obligated to submit a Bid.

1.4 Enquiries

All enquiries related to this Bid are to be directed, **in writing**, to the following person who is hereby designated as the RDCK Representative:

Carolyn Hogan
Project Manager
Email: chogan@rdck.bc.ca

Information about this Invitation for Tenders or any matter pertaining to the Services that is obtained from any source other than the RDCK Representative is not official and should not be relied upon. Enquiries that are directed to the RDCK Representative and responses will be recorded and **MAY** be distributed to all Bidders at the option of the RDCK.

1.5 Examination of Sites and Local Conditions

The Bidder must satisfy themselves as to the practicability of supplying the Services in accordance with the Contract, and shall be held to have satisfied themselves in every particular before submitting a Bid, by inquiry and by inspection of the Site herein described.

If applicable, the Bidder should examine the Site surroundings and, before submitting a Bid shall satisfy themselves as to the nature of the Site, the quantities and nature of the Services to be supplied and in general, shall obtain all relevant information as to risks, contingencies and other circumstances which may influence their Bid.

A pre-bid site meeting has been arranged for **March 12, 2025 at 1:00 PM Local Time (PST)**.

Contractors may contact the RDCK Project Manager to make arrangements to view the site if they are unable to attend the arranged meeting. The site will be unavailable for review from March 30, 2025 to April 13, 2025 inclusive, unless pre-arranged prior to this timeline.

1.6 Bid Closing Time and Location

Bids will be accepted until the Closing Time at the Closing Location indicated on the cover page.

1.7 Bid Submissions

Faxed Bids will **NOT** be accepted. Any Bid received after the Closing Time, or other than in the manner specified, will be considered disqualified and will be returned, unopened, to the Bidder.

A digital PDF format of the Bid submission may be sent by e-mail to: tenders@rdck.bc.ca **AND** chogan@rdck.bc.ca.

The RDCK email server has about a 10 mb file size limit. Bidders are to ensure that they have gotten a confirmation of receipt of email prior to the closing time. Larger submissions should be broken down into 2 or more emails or arrangements should be made ahead of time for file transfer by ShareFile.

Bidders wishing to send or deliver a Bid submission in paper format to the RDCK must submit one (1) unbound copy of the document in a SEALED envelope clearly labeled **INVITATION FOR TENDERS: PRJ #24038 - NDCC RTU REPLACEMENT PROJECT**.

The Bidder's name and full mailing address must be clearly marked on the outside of the response envelope.

Submissions should be accompanied by a clear indication of the anticipated schedule for the supply of the Services along with any other supporting pertinent information.

Bids will be received until the Closing Time at the Closing Location indicated on the cover page.

1. The Bidder's name and full mailing address must be clearly marked on the outside of the response envelope.
2. The Bid must include the Bid Form.
3. The Bid must include a complete itemized pricing schedule (Schedule C-Pricing Schedules).
4. The Bid must include a list of the equipment to be used, and in the event of a breakdown, the type of back-up equipment available (Schedule E-Personnel and Equipment List).

5. The Bid must include a list of proposed Sub-Contractors, if any (Schedule F-Proposed Sub-Contractors).
6. The Bid must include a synopsis of all relevant experience. A list of references shall also be included with the Bid (Schedule I-List of Previous Experience).
7. The bidder must provide a complete schedule/timeline for completion of the work (Schedule H-Project Schedule)

1.8 Ownership of Bid and Freedom of Information

All responses to this Invitation for Tenders become the property of the RDCK. By submitting a Bid the Bidder agrees the RDCK has the right to copy the Bid Documents. Bids will be held in confidence by the RDCK, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Bid under that Act. The requirement for confidentiality shall not apply to any Bid that is incorporated into the Contract for the supply of the Services. Further, the RDCK may disclose all or part of any Bid to the RDCK Board at a public meeting of the RDCK Board of Directors, when making a recommendation for the award of the Contract.

1.9 RDCK's Right to Accept or Reject Bid

The lowest or any Bid will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Bid which it deems most advantageous and favourable in the interests of the RDCK; and waive informalities in, or reject any or all Bids, in each case without giving any notice. In no event will the RDCK be responsible for the costs of preparation or submission of a Bid.

If there is only one compliant Bid received by the Closing Time, the RDCK reserves the right to accept the Bid or cancel the Bid process with no further consideration for the sole Bid. This includes the right to cancel this Invitation for Tenders at any time prior to entering into the Contract with the Contractor. The RDCK reserves the right to cancel this Invitation for Tenders at any time before execution of the Contract without being obligated to any Bidder regardless of whether there is one or more compliant Bids.

Bids that contain qualifying conditions or otherwise fail to conform to these Instructions to Bidders may be disqualified or rejected by the RDCK in its absolute discretion. The RDCK may at its sole discretion reject or retain for consideration Bids which are non-conforming including Bids that do not conform because they do not contain the content or form required by these Instructions to Bidders or because they have not complied with the process for submission set out herein.

1.10 No Claim for Compensation

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 the Request for Bids, and by submitting a Bid each Bidder shall be deemed to have agreed that it has no claim.

1.11 Conflict of Interest

By submitting a Bid, the Bidder warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder has any financial or personal relationship or affiliation with any elected

official or employee of the RDCK or their immediate families which might in any way be seen (in the RDCK's sole and unfettered discretion) to create a conflict.

1.12 Anti-Collusion, Fraud & Corruption

The Bidder shall not communicate to any person prior to the opening of Bids (other than to the RDCK through the delivery of a Bid in the prescribed manner) the amount of any Bid, or at any time adjust the amount of any Bid by arrangement with any other persons, make any arrangement with any other person about whether or not they or that other person should or should not submit a Bid or otherwise collude with any other person in any manner whatsoever in the Bid process.

Any breach of this provision or non-compliance on the part of a Bidder shall, without affecting the Bidder's liability for such breach or non-compliance, result in the Bid's disqualification.

1.13 Confidentiality

Confidential information about the RDCK obtained by Bidders must not be disclosed unless authorized to do so, in writing, by the RDCK. The Bidder agrees that their obligation of confidentiality will survive the termination of any Contract awarded under this Bid process.

1.14 Irrevocability and Acceptance of Bid

After the Closing Time, all Bids are irrevocable. By submission of a Bid, the Bidder agrees that should its Bid be successful the Bidder will enter into the Contract with the RDCK for the supply of the Services. The Contract shall be on the terms and conditions set out in this Invitation for Tenders and as set out in Appendix B. Each Bid will be irrevocable and open for acceptance by the RDCK for a period of ninety (90) calendar days from the day following the Bid Closing Time, even if the Bid of another Bidder is accepted by the RDCK.

By submission of a clear and detailed written notice the Bidder may amend or withdraw its Bid PRIOR to the Closing Time. Notice in writing must be submitted to the RDCK Representative.

1.15 Irregularities and Informalities

The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Bid and to seek clarification or additional information on any area of any Bid when it is in the best interest of the RDCK to do so.

1.16 Discrepancies or Omissions

Bidders finding discrepancies or omissions in the Specifications or other documents or having any doubts on the meaning or intent of any part thereof should immediately request, in writing, clarification from the RDCK Representative who will send written instructions or explanations to all parties having a set of the Bid Documents in accordance with section 1.4. Any work on a Bid done by the Bidder after the discovery of discrepancies, errors or omissions, which the Bidder fails to seek clarification about, shall be done at the Bidder's risk.

1.17 Modification of Terms/Addenda

The RDCK reserves the right to modify the terms of this Invitation for Tenders at any time before or after the Closing Time in its sole discretion. Prior to the Closing Time, written Addenda are the only means of amending or clarifying any of the information contained in the information package. The RDCK may amend or clarify the information package by issuing an Addendum. No employee or agent of the RDCK is authorized to amend or clarify the content of the information package or any Addenda except by issuing an Addendum. The RDCK makes no guarantee as to the timely delivery of any Addendum. Addenda issued prior to closing of this Invitation to Bid shall become a part of the Bid Documents.

1.18 Liability for Errors

While the RDCK has used considerable efforts to ensure an accurate representation of information in this Invitation for Tenders, the information contained in this Invitation for Tenders is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the RDCK, nor is it necessarily comprehensive or exhaustive. Nothing in this Invitation for Tenders is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in this Invitation for Tenders.

1.19 Basis of Contract Award

Bidders are hereby notified that the RDCK intends to negotiate and enter into the Contract for the supply of the Services based not only on the Bid price, but the Bidder's experience and qualifications considered essential by the RDCK to provide the Services requested and any other criteria the RDCK considers relevant in its absolute discretion, including the following:

- a. the qualifications and experience necessary for the satisfactory performance of the assignment;
- b. the capacity of the Bidder to supply the Services promptly;
- c. the performance of the Bidder on similar projects, record of compliance with all statutes, regulations, and bylaws affecting the Bidder's previous supply of Services;
- d. a positive reference referral from previous experience;
- e. lowest price to the RDCK of having the Services supplied in accordance with the Request for Bids documents;
- f. if applicable, proposed rebate for commodity value to the RDCK, including comprehensiveness, transparency, ease of tracking price fluctuations, and ease of verifying Contractor's invoice information;
- g. environmental attributes of a Bidder's Bid;
- h. conformity of the Bid to the requirements set forth in the description of Services; and,
- i. conformance with the timing provided for in the Description of Services.

The RDCK, when considering the award of the Contract, will take the above prerequisites and the Bid schedules into consideration.

Bidders shall be competent and capable of supplying the Services. Bidders may be required to provide further evidence of previous experience and financial responsibility as outlined in Schedule I-List of Previous Experience. A reference check on past experience may be performed.

The evaluation process will be conducted solely at the discretion of the RDCK. The RDCK may decide to utilize other criteria in the review of Bids other than those set forth above; in particular, the price to supply the Services may not be the only or primary criterion that will be utilized by the RDCK. The RDCK reserves the right to make inquiries regarding any or all Bids and to verify all information submitted by Bidders.

The RDCK reserves the right, at its discretion, to negotiate with any Bidder that the RDCK believes has the most advantageous Bid or with any other Bidder or Bidders concurrently. In no event will the RDCK be required to offer any modified terms to any other Bidder prior to entering into the Contract with the successful Bidder, and the RDCK shall incur no liability to any other Bidder as a result of such negotiations or modifications.

Bidders are advised that, after receipt of Bids and prior to award of Contract, Bidders may be required to provide the RDCK with additional information concerning the Bidder or their Bid including, but not limited to, a further breakdown of relevant components of the proposed prices.

The RDCK reserves the right to reject any Bids of a company that is, or whose principals are, at the time of submitting a Bid, engaged in a lawsuit against the RDCK in relation to the supply of goods or services.

The RDCK reserves the right to reject any Bids of a company that owes, or whose principals owe, monies to the RDCK at the time of submitting a Bid.

1.20 Definition of Contract

This Invitation for Tenders should not be construed as an Agreement or Contract to purchase goods or services. The RDCK is not bound to enter into the Contract with the Bidder who submits the lowest priced Bid or with any Bidder. The RDCK will be under no obligation to receive further information, whether written or oral, from a Bidder after the Bid Closing Time.

Neither the acceptance of a Bid nor the execution of the Contract will constitute approval of any activity or development contemplated in any Bid that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal enactments.

Notice in writing to a Bidder that it has been identified as the successful Bidder and the subsequent negotiation and full execution of a written agreement will constitute the Contract for the supply of the Services and no Bidder will acquire any legal or equitable rights or privileges relative to the supply of the Services until the occurrence of both such events.

1.21 Bid Bond

The RDCK requires all Proponents to provide, with their Proposals, security in the form of a bid bond valued at ten percent (10%) of the total price proposed in the Proposal issued by a surety company licensed to carry on the business of suretyship in the Province of British Columbia.

The Proponent may provide the bid bond security in the form of an Irrevocable Letter of Credit, a certified cheque or a bank draft for 10% of the total price. The certified cheque or bank draft shall be in favour of the Regional District of Central Kootenay.

The bid bond will be returned to all unsuccessful Proponents once a service contract has been formalized with the selected Proponent.

1.22 Powers Preserved

Except as expressly set out in this Agreement, nothing in this Request for Bids shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

1.23 Form of Contract

Upon selection of a Bid, it is anticipated that the RDCK and the successful Bidder will enter into negotiations for the execution of a Contract and it is anticipated that the Contract shall be substantially on the terms set out in this Invitation for Tenders including the documents listed below:

- Notice to Proceed

- Contract Agreement

 - Schedule A: Description of the Services and Scope of Work

 - Schedule B: Payment Clauses

 - Schedule C: Pricing Schedules (from Bid)

 - Schedule D: General Contract Conditions

 - Schedule E: Personnel and Equipment List (from Bid) (if applicable)

 - Schedule F: Proposed Sub-Contractors (from Bid) (if applicable)

 - Schedule G: Schedule of Addenda (if issued)

 - Schedule H: Project Schedule

 - Appendix A: Site Plan, Drawings & Specifications

- Contract Security

- Certificates of Insurance

- WorkSafe BC Clearance Letter

The RDCK reserves the right to enter into a Contract any terms and conditions it considers reasonable with any Bidder, including terms and conditions that are substantially different from the draft Contract attached.

The Bidder agrees that, should it enter into a Contract with the RDCK, it will provide to the RDCK the necessary Insurance Policies and the Contract Security within fifteen (15) days of the date of the Notice of Acceptance.

BID FORM



INVITATION FOR TENDERS

**Nelson & District Community Complex RTU Replacement Project
PRJ #24038**

CLOSING DATE & TIME: 2:00 pm, Local Time (PST), April 30, 2025

REGISTERED COMPANY NAME: _____

ADDRESS: _____

CITY/POSTAL CODE: _____

EMAIL: _____

WORKSAFE BC ACCOUNT NUMBER: _____

DATED: _____

**TO: Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4**

The Bidder has carefully examined the Site where the Services will be supplied or used and the Contract Documents for PRJ #24038: Nelson & District Community Complex RTU Replacement Project.

The immediately following schedules, titled Schedules A to I, shall be read with and form part of this Bid as if embodied herein.

This Bid includes all Addenda numbers _____ to _____ inclusive.

This Bid includes the Bid Bond specified in Section 1.21.

SCHEDULES

Schedule A: Description of Services and Scope of Work

Schedule B: Payment Clauses

Schedule C: Pricing Schedules

Schedule D: General Contract Conditions

Schedule E: Personnel and Equipment List

Schedule F: Proposed Sub-Contractors

Schedule G: Schedule of Addenda

Schedule H: Project Schedule

Schedule I: List of Previous Experience (Contracts)

SCHEDULE A: DESCRIPTION OF SERVICES AND SCOPE OF WORK

2 Description of the Services

It is anticipated that this Part shall be read with and shall form part of the Contract to be executed by the parties.

2.1 Services Required

The Services to be supplied to the RDCK consist of the following: *General Contracting to complete the supply and installation and replacement of two (2) existing Roof Top Units (RTU's) with new Dual Fuel Units as outlined in the attached drawings and specifications.*

A detailed description of the Services and relevant Specifications are set out in Section 2.6 – Scope of Work.

2.2 Personnel

The Contractor shall, at all times during the term of the Contract, employ a Supervisor charged with the responsibility of supervising the operations of the Contractor. The Supervisor shall represent the Contractor for the supply of the Services, and directions given to him by the RDCK shall be held to have been given to the Contractor. Contact information for the Supervisor shall be given to the RDCK, and the Supervisor shall respond promptly to all requests by the RDCK.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff to supply the Services. The Contractor acknowledges that its employees, agents and Sub-Contractors may come into contact with the public in the execution of the Contract and that it is of primary importance to the RDCK that excellent relations with the public be maintained. All personnel performing work under the Contract shall conduct themselves in a courteous and polite manner towards the public. All Contractor personnel shall wear reflective safety vests and approved safety footwear (or a garment with similar reflective qualities) at all times while performing work under the Contract.

All Contractor personnel shall respond appropriately to environmental management issues that arise during performance of their duties in respect of the supply of the Services (responding to spills, managing found hazardous materials, etc.).

2.3 Contractor's Control of Supply of Services

The Contractor shall have complete control in respect of the supply of the Services and shall effectively direct and supervise the supply of the Services using its best skill and attention. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures required for the supply of the Services and for coordinating all parts of the supply of the Services under the Contract.

The Contractor shall carefully examine the Contract Documents and shall promptly report to the RDCK Representative any error, inconsistency or omission they may discover. Although the RDCK may agree to special methods of supplying the Services, the Contractor will not be relieved of their responsibility for

the result. The RDCK's agreement with such special methods shall not constitute ground for claims for the Contractor for any additional payment, nor for relief of their responsibility for the methods used.

2.4 Contractor's Responsibilities

All equipment, labour, materials and associated costs for the supply of the Services will be the responsibility of the Contractor. The Contractor shall have the required expertise to supply the Services in a competent manner. The Contractor's responsibilities shall include, but not be limited to the following:

- a. The Contractor shall safeguard workers by ensuring clean, functional clothing, protective gloves and footwear, in accordance with Worker's Compensation Board regulations, is worn during the performance of the Contract.
- b. The Contractor shall present a positive image to residents by using clean, attractively painted, well maintained vehicles. The Contractor's vehicles shall be maintained in a clean, functional and operational condition with reference to relevant health or sanitary regulations.
- c. The Contractor shall prominently display their name, telephone number and vehicle identification number on each vehicle to be used in the performance of the Contract.

2.5 Sub-Contractors

The Contractor agrees to preserve and protect the rights of the RDCK with respect to any supply of Services or work performed under the Contract and shall:

- a. enter into Contracts or written Agreements with the Sub-Contractors requiring them to supply Services and perform work in accordance with and subject to the terms and conditions of the Contract Documents; and
- b. be as fully responsible to the RDCK for acts and omissions of the Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

The Contractor therefore shall incorporate all terms and conditions of the Contract General Conditions into all Sub-Contract Agreements they enter into with their Sub-Contractors, insofar as they are applicable.

The Contractor agrees to employ only those Sub-Contractors proposed in writing in Schedule C-Proposed Sub-Contractors, and accepted by the RDCK for such portions of the supply of the Services as may be designated.

The RDCK may, for reasonable cause, object to the use of a proposed Sub-Contractor and require the Contractor to employ another that is acceptable to the RDCK. Under these circumstances, the RDCK will advise the Contractor, in writing, of its objection to a Sub-Contractor. The Contractor shall provide the names of alternate Sub-Contractors for that part of the supply of the Services, each of whom must be acceptable to the RDCK. The Contractor and the RDCK will then agree as to which new Sub-Contractor shall be used.

Nothing contained in the Contract General Conditions shall create any contractual obligation between any Sub-Contractor and the RDCK.

Sub-Contractors shall not further sub-contract any portion of the supply of the Services that is the subject of their sub-contract without prior written approval of the RDCK, which may not be withheld unreasonably.

2.6 Scope of Work

The Contractor is responsible to provide all qualified labour, equipment and personnel to complete the replacement of the existing RTU-1 (weight room) and RTU-3 (cardio room) with new dual fuel units as outlined in Drawings and Specifications M0, M1.1 & M2.1 prepared by Rocky Point Engineering (Appendix A). The scope of work generally includes:

- General
 - Supply and installation of two (2) new Dual Fuel RTU's as specified.
 - Removal and Disposal of existing equipment and materials.
 - Applications, permits, fees, letters of assurance (schedules), inspections, etc. as required by the AHJ
 - Shop drawings, red lines, etc.
- Ductwork & Sheet Metal
 - All qualified labour materials and equipment to complete new duct work or modifications as required.
 - Installation of louvers, dampers, etc.
 - Connect to existing ductwork. Provide all necessary materials and labour to do so.
 - Provide any new ductwork as required and documented.
- Electrical
 - All qualified labour materials and equipment to complete disconnects, connections, alterations and modifications of the electrical system(s).
- Gas
 - Supply all qualified labour and equipment to complete disconnect, reconnect and or modifications/alterations of the system.
 - Contractor to review existing pipework for suitability for reuse. Pipework showing excessive corrosion to be replaced as required
 - Pipe work shall be painted to prevent corrosion.
- Roofing
 - All qualified labour materials and equipment to complete necessary roof repairs, alterations and tie-ins.
 - Reuse or replacement of existing curbs to accommodate new units as required.
- Structural
 - Seismic restraints and design as required. Contractor to engage seismic engineer and provide schedules if necessary.
 - Structural review of roof deck to accommodate loading of new units if required.

- Commissioning
 - Provide commissioning and balancing of the new units by qualified personnel.
 - Provide commissioning and balancing reports with the O&M manual
- Controls
 - Provide all control system(s) hardware/software integration, set points, wiring, etc. and integration into the existing DDC/BMS system.
 - Work with RDCK facility operations staff to accommodate integration.

SCHEDULE B: PAYMENT CLAUSES

3 Payment Clauses

This Part shall be read with and shall form part of the Contract.

3.1 Payment for Services

This Part sets out the method of measurement and payment to compensate the Contractor for the supply of the Services.

Payment will be made by the RDCK to the Contractor within thirty (30) days of submission by the Contractor of complete service detail for the Services supplied in the previous month during the term of the Contract.

3.2 Goods and Services Tax

The Contractor shall identify the GST as separate line item on all invoices.

3.3 Payment Withheld or Deducted

The RDCK may withhold payment on any Progress Payment as may be necessary or prudent to protect itself from loss on account of:

- a. the Contractor is not making satisfactory progress with the supply of the Services;
- b. defective Services which are not remedied;
- c. if applicable, there are claims of lien, or liens (or a lien) filed against any premises of which the Services are supplied or being supplied, or reasonable evidence of the probable filing of such claims of lien or of filing or registration of liens (or a lien) as a result of the failure of the Contractor to make payment properly to Sub-Contractors or for materials, labour, or otherwise;
- d. damages caused to another party by the Contractor;
- e. any other evidence of loss or danger of loss on the part of the RDCK, resulting from of the Contractor's operations.
- f. the RDCK has corrected deficiencies under section 4.11-RDCK's Right to obtain Services from other suppliers.

3.4 Monies Due to the RDCK

The Contractor's payment for any commodity value to the RDCK, if any is required by the Contract, will be provided to the RDCK monthly.

All monies payable to the RDCK by the Contractor under any stipulation herein or as provided in section 4.11-RDCK's Right to obtain Services from other suppliers, or section 3.5-Liquidated Damages, may be retained by the RDCK out of any monies due, or which may become due, from the RDCK to the Contractor under this or any other Contract with the RDCK, or the RDCK may demand payment to the RDCK by the Contractor, or the RDCK may deduct monies from the Contract Security. The RDCK shall have full authority to withhold any amount or estimated amount, if circumstances arise which may indicate the advisability of so doing, though the final sum to be retained may be unascertained.

The RDCK may also, at its discretion, calculate into the monies due to the RDCK, the RDCK's staff time plus a 10% overhead in any event where the RDCK has had to correct deficiencies as per section 4.11-RDCK's Right to obtain Services from other suppliers.

3.5 Liquidated Damages

In case the Contractor fails to commence or complete the supply of the Services in accordance with the Contract, and to the satisfaction of the Manager, within the time or times specified, the Contractor shall pay to the RDCK a sum of the annual Contract Price divided by 365 for each and every day that the Services have not been supplied after the times specified; which sum or sums, in view of the difficulty of ascertaining the losses which the RDCK will suffer by reason of delay in the supply of Services, is hereby agreed upon and fixed as a reasonable measure of the RDCK's costs and determined by the parties hereto as the liquidated damages that the RDCK will suffer by reason of said delay and default, and not as a penalty. The RDCK may deduct and retain the amounts of such liquidated damages as per section 3.4-Monies Due to the RDCK.

3.6 Negotiations During Contract Term

If the RDCK requires changes to the supply of the Services, negotiations for payment to the Contractor for Services not specified herein shall be based on a comparison of similar Services that are specified herein, and as specifically measured by the increase or decrease in process time required, manpower, equipment, etc., each of which will be specifically identified, fully itemized, and at the discretion of the Manager, justified. If similar comparison is not practical, then the item will be specifically negotiated, based on time required, manpower, equipment, etc., each of which will be specifically identified and fully itemized.

~~3.7 Annual Adjustments~~

~~The price as presented in Schedule C: Pricing Schedules shall be adjusted annually on the anniversary date of the Contract according to the following formula:~~

~~*Cumulative Annual Contract Price x Percentage Change of the Statistics Canada Average Consumer Price Index for British Columbia for the Transportation Industry of the 12 months prior to the month immediately preceding the date for which the fee rate is being adjusted.*~~

~~On the anniversary of the Contract it is the responsibility of the Contractor to engage with the RDCK to determine any adjustments. Supporting calculations and documentation shall be available for both parties to review and approve. The Contractor shall adjust invoices accordingly as soon as possible.~~

~~The RDCK will, at its absolute discretion, reserve the right to review and adjust the formula annually. The tables referenced by Statistics Canada will be the most up to date and relevant tables available at the time of the adjustment. No other adjustment to the Contract Price will be made during the term of the Contract.~~

SCHEDULE C: PRICING SCHEDULES

This section shall be read with and shall form part of the Contract Form. The Bidder hereby proposes the following prices to provide all materials, supervision, labour, equipment and all else necessary for the proper supply of the Services. Costs of a general nature that do not pertain to any one item shall be pro-rated among all items. No claim for extra payment on the grounds that the Services supplied could not be properly charged to items within the Description of Services will be considered.

The RDCK may ask and shall be provided with a breakdown of the lump sum pricing after tender closing.

ITEM	LUMP SUM
Complete all work as outlined in the Scope of Work and Specifications	\$
GST	\$
TOTAL	\$

SCHEDULE D: GENERAL CONTRACT CONDITIONS

4 General Conditions of Contract

It is anticipated that this Part shall be read with and shall form part of the Contract to be executed by the parties.

4.1 Definition of Terms

The following words and terms, unless the context dictates otherwise, shall have the following meanings. Words having a singular number include the plural and vice versa. References to the male gender refer to the female gender as well when appropriate.

Addenda or Addendum	means any addenda or addendum to this Invitation for Tenders pursuant to section 1.17.
Agreement or Contract	means the written Agreement resulting from this Invitation for Tenders to be executed by the RDCK and the successful Bidder as Contractor as described in section 1.22 and substantially on the terms set out in this Invitation for Tenders and Appendix B, provided that the RDCK reserves the right to enter into a Contract any terms and conditions it considers reasonable, including terms and conditions that are substantially different from the draft Contract attached.
Closing Location	means the location described in section 1.6 of these Instructions to Bidders.
Closing Time	means the Closing date and time described in section 1.6 of these Instructions to Bidders.
Contract Documents	means the Contract, the Contractor's Bid Documents, the Request for Bids documents and such other documents as listed in the Contract, including all amendments and addenda agreed to between the parties.
Contract Price	means the price to be paid by the RDCK for the supply of Services under the Contract.
Contract Security	means the Contract Security for the performance of the Contractor's obligations under the Contract as outlined in section 4.26.
Contractor	means the successful Bidder who may be an individual, partnership, corporation or combination thereof, including joint venture, who or which executes the resulting Contract.
Force Majeure	shall mean any event or circumstance, excluding lack of funds and labour disruptions, not within the reasonable control of the party claiming the

Force Majeure, which prevents or delays that party from meeting an obligation hereunder, and which that party has not been able to overcome by the exercise of due diligence, and including:

- a. acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions and landslides;
- b. epidemics, war (whether or not declared), blockades, acts of public enemies, acts of sabotage or terrorism, civil insurrections, riots and civil disobedience;
- c. explosion or fire;

G.S.T means the Good and Services Tax administered under the *Excise Tax Act* (Canada) and any successor tax or levy in force from time to time.

Instructions to Bidders means all instructions, requirements, terms and conditions of this Invitation for Tenders and any addenda thereto.

Intent to Submit means the email notification to the RDCK described in section 1.3 of this Invitation for Tenders.

Notice of Acceptance means the notice provided by the RDCK to a Bidder that its Bid has been selected as the preferred Bid for the provision of the Services under this Request for Bids.

Notice to Proceed means the notice described in section 4.10.

P.S.T means British Columbia Provincial Sales Tax and any successor tax or levy in force from time to time, including but not limited to the Services and Services Tax.

Bidder means the individual, partnership, corporation or combination thereof, including joint ventures, who or which sign the Bid submission.

Bid means the Bidder's submission.

RDCK or Regional District means the Regional District of Central Kootenay, a corporation under the *Local Government Act* having its offices and postal address at Box 590, 202 Lakeside Drive, Nelson, BC V1L 5R4.

RDCK Representative means the person designated in section 1.4 of this Invitation for Tenders.

Requirements means all of the requirements set out in the Invitation for Tenders and Instructions to Bidders, Description of Services, General Contract Conditions, Payment Clauses and elsewhere in the Agreement that describes the requirements for the supply of the Services.

Invitation for Tenders	means this Invitation for Tenders.
Services	means all goods or services to be supplied under this Invitation for Tenders and all else necessary for the execution, completion and fulfillment of the Requirements and as described in section 2.1 of this Invitation for Tenders.
Site	means, if applicable, the place where the Services are to be supplied or utilized by the RDCK, namely Nelson and District Community Complex (NDCC) located at 305 Hall Street, Nelson, BC.
Specifications	means the requirements for and technical descriptions of the Services as detailed in Schedule A.
Sub-Contractor	means any sub-contractor of the Bidder, including those Sub-Contractors listed in Schedule F.
Supervisor	means the supervisor employed by the Contractor pursuant to section 2.2.

4.2 Period of Contract

It is anticipated that the Contract to be awarded as a result of this Invitation for Tenders will be on the Agenda at the May 15, 2025 RDCK Board meeting. Project shall commence upon successful execution of the Contract documents.

It is anticipated that the aforesaid Contract shall terminate on December 31, 2025.

4.3 Assignment

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, any portion thereof, or their right, title, or interest therein, or their obligations there under without written consent of the RDCK which consent may be withheld unreasonably, except for an assignment to a bank of the payments to be received by the Contractor from the RDCK.

4.4 Insurance

Any Contract resulting from this Invitation for Tenders will require that the Contractor, without limiting its obligations or liabilities and at its own expense, provide **and maintain throughout the Contract term**, the following insurances and such other insurance coverage as the RDCK may reasonably require with insurers licensed in the Province of British Columbia. The Contractor must have their broker complete the RDCK Standard Certificate of Insurance form and provide the completed form to the RDCK, confirming proof of the insurance requirements below upon execution of this Agreement.

- a. Automobile Liability (third party) insurance with a minimum limit of **\$5,000,000**.

- b. comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in the amount of **\$5,000,000** dollars per occurrence with a maximum deductible of \$5,000;

Such insurance will:

- i. name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;
 - ii. include the Contractor's Blanket contractual liability;
 - iii. include a Cross Liability clause;
 - iv. include occurrence property damage;
 - v. include personal injury;
 - vi. include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);
 - vii. be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;
 - viii. require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.
- c. course of construction/builders risk coverage for the full replacement cost of the project plus 10% with a maximum \$10,000 deductible;

The Contractor shall provide proof of insurance coverage on each anniversary date of the Contract.

4.5 Indemnity

The Contractor shall indemnify and save harmless, the RDCK, from and against any and all losses and all claims, demands, payments, losses, costs, damages suits, actions, recoveries, and judgments brought or recovered against them and/or the RDCK by reason of this Request for Bids or any act or omission of the Contractor, its Sub-Contractors, agents, or employees, in the supply or provision of the Services and otherwise in the performance of or failure to perform the Contract, which shall include protecting the Services and protecting the public from hazards arising out of the supply of the Services.

The obligation of the Contractor under this Section shall apply only to the extent that losses, claims, demands, payments, costs, damages suits, actions, recoveries, and judgment claims do not arise solely out of a negligent act or omission of the RDCK, other Contractors or Representatives of the RDCK, as duly appointed by the RDCK.

4.6 Compliance with *Workers Compensation Act*

The Contractor shall ensure compliance, on their part and on the part of all of their Sub-Contractors, with the *Workers Compensation Act* and the Occupational Health and Safety Regulations thereunder.

Prior to supplying any of the Services in the Contract, the Contractor must provide the RDCK with the Contractor's WorkSafe BC number, and must pay and keep current during the term of the Contract, all assessments required by WorkSafe BC in relation to the supply of the Services or the Contract Price. In any case where pursuant to the provisions of the *Workers Compensation Act*, an order is given to the Contractor, or one of their Sub-Contractors in respect to their operations under the Contract to cease operations because of failure to install or adopt safety devices or appliances or methods as directed, or required by the *Workers Compensation Act* or Regulations there under, or because conditions of immediate danger exist that would be likely to result in injury to any person, and the Contractor is not available or capable of removing the danger to life or equipment resultant from the Contractor's operations then the RDCK may issue a Written Notice to the Contractor and may immediately arrange for the removal of this danger and the Contractor shall be liable for the costs of such arrangements, but such act by the RDCK shall not relieve the Contractor of responsibility for injury, loss of life, or damage which may occur in that situation.

In the event that the Contractor refuses or fails to comply with an order under the *Workers Compensation Act* or Regulations thereunder, so that the supply of the Services is stopped, the RDCK may, upon written notice, terminate the Contract and proceed in accordance with Section 4.12-RDCK's Right to Terminate the Contract.

The Contractor shall, during the term of the Contract, maintain Workers Compensation Insurance in order to fully protect both its employees and the RDCK as may be required by law during the term of the Contract and shall on each anniversary date of the Contract, provide the RDCK with proof of payment of claims in good standing with WorkSafe BC by way of a WorkSafe BC Clearance Letter.

4.7 Health and Safety

The Contractor shall be solely and completely responsible for ensuring safety of all persons and property during the supply of the Services. This requirement shall apply during the Contract period and not be limited to normal working hours.

The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Contractor, or of their employees, workmen or agents.

The Contractor shall satisfy the Manager that a safety program has been developed in accordance with the Occupational Health and Safety Regulations, and Safe Work Practices and Procedures of WorkSafe BC and shall incorporate all of the RDCK's operating requirements and restrictions.

The Contractor shall assign an individual responsible and authorized to supervise and enforce compliance with all safety regulations required in the supply of the Services.

4.8 Intent of Contract Documents

The intent of the Contract Documents is that the Contractor shall provide all materials, supervision, labour, equipment and all else necessary for or incidental to the proper supply of the Services described in the Specifications and all incidental work to supply the Services. This is not an Agreement of employment. The Contractor is an independent Contractor and nothing herein shall be construed to

create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other.

4.9 RDCK Representative's Authority

The RDCK Representative will observe the supply of the Services in progress on behalf of the RDCK. The RDCK Representative will have the authority to stop the supply of the Services whenever such stoppage may be necessary, in their opinion, to ensure the proper supply of the Services in accordance with the provisions of the Contract.

4.10 Notice to Proceed

Following the execution of the Contract by the Contractor and the provisions of the required Contract Security and insurance policies, a written Notice to Proceed with the supply of the Services will be given to the Contractor by the RDCK. The Contractor shall supply the Services at the time specified in the Contract or, if applicable, begin supplying the Services on the first day of the Term and shall proceed with the supply of the Services regularly and without interruption thereafter throughout the Term, unless otherwise directed in writing by the Manager or RDCK.

4.11 RDCK's Right to Obtain Services from Other Suppliers

If the Contractor should refuse or fail to supply adequate workmanship, products, or machinery and equipment for the scheduled supply of the Services, or neglects to supply the Services properly, or fails to perform any of the provisions of the Contract, then the RDCK, without prejudice to any of its other rights under the Contract, may notify the Contractor in writing, that the Contractor is in default of their contractual obligations, and instruct him to correct the default within forty-eight (48) hours.

If the correction of the default cannot be completed within forty-eight (48) hours as specified, the Contractor shall be considered to be in compliance with the RDCK's instruction if it commences the correction of the default within the specified time, and in addition provides the RDCK with a schedule that is acceptable to the RDCK in its sole discretion for such correction and completes the corrections in accordance with such schedule.

If the Contractor fails to comply with the provisions of this section the RDCK may, without prejudice to any other right or remedy they may have, obtain the supply of Services from another supplier and may deduct the cost thereof from the payment then or thereafter due the Contractor, or may without notice to the Contractor deduct the cost from the amount secured under the Contract Security.

4.12 RDCK's Right to Terminate the Contract

If the Contractor should:

- a. be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is appointed on account of their insolvency, or
- b. fail to make sufficient payments due to their Sub-Contractors, or suppliers, or
- c. disregard laws or regulations that apply to the supply of the Services, or the RDCK's instructions, or
- d. abandon the supply of the Services, or

- e. otherwise violate the conditions of the Contract, the RDCK shall, by written notice, instruct the Contractor to correct the default within forty-eight (48) hours.

If the default is not corrected within forty-eight (48) hours, then the RDCK may, without prejudice to any other right or remedy they may have, terminate the Contract. If notice has been given to the Contractor under section 4.11-RDCK's Right to Obtain Services from Other Suppliers, then a further notice and time to correct the default is not required and that in addition to correcting the default RDCK may without further notice proceed to terminate the Contract.

If the RDCK terminates the Contract under the conditions set out above, the RDCK shall be entitled to:

- a. obtain the supply of the Services by whatever method is deemed expedient but without undue delay or expense;
- b. withhold any further payments to the Contractor until the supply of the Services is finished;
- c. upon completion of the supply of the Services, determine the full cost of obtaining the supply of the Services including compensation to the RDCK for this additional service and a reasonable allowance to cover the costs of any corrections required under the guarantee, and charge the Contractor the amount by which the full cost exceeds the unpaid balance of the Contract Price; or if such cost of obtaining the supply of the Services is less than the unpaid balance of the Contract Price, pay the Contractor the difference; or if such cost of finishing the supply of the Services is greater than the unpaid balance deduct the difference from the Irrevocable Commercial Letter of Contract Security.

It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or lockout of the employees of the RDCK taking place during the term of the Contract, during which the supply of the Services may be interrupted or blocked, that the provisions of the Contract requiring payment by the RDCK to the Contractor shall be renegotiated on the basis of the Contractor's actual proven costs for the period.

It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or lockout of the employees of the Contractor taking place during the term of the Contract, during which the supply of the Services may be interrupted or blocked, that the RDCK shall at its option and without penalty or further payment to the Contractor, have the right to unilaterally terminate the Contract, and to remove the Contractor, their employees and equipment from the Site.

4.13 Contractor's Right to Stop Supply of Services or Terminate the Contract

If the supply of the Services should be stopped or otherwise delayed for a period of ninety (90) days or more under an order of any court, or other public authority, and provided that such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy they may have, by giving the RDCK written notice, hold the RDCK in default.

The Contractor may notify the RDCK in writing that the RDCK is in default of its contractual obligations if the RDCK, subject to requirements of these Contract General Conditions fails to pay to the Contractor when due, any amount due and owing to the Contractor under the Contract. Such written notice shall advise the RDCK that if such default is not corrected within thirty (30) calendar days from the receipt of

the written notice the Contractor may, without prejudice to any other right or remedy it may have, stop the supply of the Services and terminate the Contract.

If the Contractor terminates the Contract under the conditions set out above, they shall be paid for all Services supplied and for any loss sustained upon products and construction machinery and equipment, with reasonable profit up to the time that the Contract is terminated. If the Contractor terminates the Contract this is their sole remedy and the RDCK will not be liable for any additional costs or for any loss of profit following termination.

4.14 Sub-Contractors

The Contractor agrees to preserve and protect the rights of the RDCK with respect to any supply of Services or work performed under the Contract and shall:

- c. enter into Contracts or written Agreements with the Sub-Contractors requiring them to supply Services and perform work in accordance with and subject to the terms and conditions of the Contract Documents; and
- d. be as fully responsible to the RDCK for acts and omissions of the Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

The Contractor therefore shall incorporate all terms and conditions of the Contract General Conditions into all Sub-Contract Agreements they enter into with their Sub-Contractors, insofar as they are applicable.

The Contractor agrees to employ only those Sub-Contractors proposed by him in writing in Schedule F-Proposed Sub-Contractors, and accepted by the RDCK for such portions of the supply of the Services as may be designated.

The RDCK may, for reasonable cause, object to the use of a proposed Sub-Contractor and require the Contractor to employ another that is acceptable to the RDCK. Under these circumstances, the RDCK will advise the Contractor, in writing, of its objection to a Sub-Contractor. The Contractor shall provide the names of alternate Sub-Contractors for that part of the supply of the Services, each of whom must be acceptable to the RDCK. The Contractor and the RDCK will then agree as to which new Sub-Contractor shall be used.

Nothing contained in the Contract General Conditions shall create any contractual obligation between any Sub-Contractor and the RDCK.

Sub-Contractors shall not further sub-contract any portion of the supply of the Services that is the subject of their sub-contract without prior written approval of the RDCK, which may not be withheld unreasonably.

4.15 Private Land

If applicable, it shall be the Contractor's responsibility to ascertain the boundaries within which the supply of Services must be confined. The Contractor shall not enter upon lands other than those provided by the RDCK for any purpose without obtaining prior written permission of the land-owners and occupiers. A copy of the written permission is to be provided to the RDCK prior to entry upon private lands.

The Contractor shall not enter upon lands owned by others on which the RDCK has easements or rights-of-entry without having received the prior written authorization of the RDCK for such entry. It shall be the Contractor's responsibility to ascertain from the RDCK the conditions on which easements of rights-of-entry have been granted on private lands and to abide by these conditions throughout.

4.16 Dispute Resolution

All claims, disputes or issues in dispute between the RDCK and the Contractor shall be decided by mediation or arbitration if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia. All procedures for the resolution of disputes arising in relation to the Contract shall be governed by the laws of British Columbia, Canada.

In the event that the parties agree to arbitration, the arbitration shall be governed by the rules of the British Columbia International Arbitration Centre, except that the Arbitrator(s) shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia, Canada.

Arbitration will take place in the Southern Interior of British Columbia and be governed by the laws of the Province of British Columbia, Canada.

4.17 Taxes and Duties

The Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract including but not limited to any GST or PST. The Contractor is required to identify any applicable tax separately on all invoices and the RDCK is liable to pay this amount to the Contractor. Where an exemption of government sales taxes, custom duties or excise taxes is applicable to the Contract by way of the Contractor filing claims for, or cooperating fully with the RDCK and the proper authorities in seeking to obtain such refunds, the procedure shall be established in a Supplementary Condition.

4.18 Staff Resources and Management

The Contractor shall, at all times during the term of the Contract, have a Supervisor charged with the responsibility of supervising the operations of the Contractor and shall maintain a local office at all times and a telephone staffed during all working hours throughout the duration of the Contract.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff for the operation of the Contract and shall make available a sufficient number of staff to complete the supply of the Services. Failure or delay in the performance of the Contract due to the Contractor's inability to obtain personnel of the number and skill required shall constitute a default of the Contract.

The Contractor shall ensure that no person will be discriminated against because of race, colour, sex, age, religion or origin. Wages and hours of labour employed shall be in accordance with all applicable federal, provincial and municipal enactments. The Contractor shall, at all times, enforce discipline and good order among their employees, and shall not employ on the Site any unfit person or anyone not skilled in the work assigned to them. Any persons employed on the Site, who become intoxicated, intemperate, disorderly, incompetent or willfully negligent, shall, at the written request of the RDCK Representative, be removed from the Site and shall not be employed again in any portion of the supply of the Services without the approval of the RDCK Representative.

4.19 Right to Audit

Upon reasonable notice the Contractor and/or any Sub-Contractors shall provide the RDCK and its internal auditors, external auditors, its regulators and such other entities/persons as the RDCK may designate, with unrestricted access at reasonable times to the data and records relating to the supply of the Services, including but not limited to the Contractor's marketing and sale of the recyclable material, the amounts charged to the RDCK by the Contractor, and the amounts of any commodity value rebates that are payable. Such access will be provided in order to verify the accuracy of charges and invoices for the Services supplied.

4.20 Change in the Services

The RDCK, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Services. The Contractor shall proceed with the supply of the Services as changed and the Services shall be supplied under the provisions of the Contract. No changes shall be undertaken by the Contractor, without written order from the RDCK, except in an emergency endangering life or property, and no claims for additional compensation shall be valid unless the change in writing was so ordered.

If such changes affect the requirements of the Contract, they will be so specified at the time of ordering the changes. The value of the addition or deduction from the Contract Price, and the method of determining such value, shall be by unit prices or combinations of unit prices as specified in Schedule C- Pricing Schedules, or use one of more of the following methods in deciding such value:

- a. by unit prices submitted in the Bid
- b. by unit prices submitted by the Contractor and accepted by the RDCK
- c. by lump sum on the Contractor's estimate and accepted by the RDCK
- d. on a force account basis as specified hereinafter.

4.21 Contract Performance Reviews

From time to time as deemed necessary, the Manager may request that the Contractor participate in a Contract performance review. Documented performance arising from such reviews may be used as basis for alteration of the description of Services or suspension/termination of the Contract.

4.22 Rights of Waiver

A waiver of any breach of or provision of the Contract will not constitute or operate as a waiver or any other breach of any other provision, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

4.23 Duty of Care

The Contractor acknowledges that the RDCK, in the preparation of the Contract documents, provision of oral or written information to Bidders, review of Bids or the carrying out of the RDCK's responsibilities under the Contract, does not owe a duty of care to the Contractor and the Contractor waives for itself and its successors, and waives the right to sue the RDCK in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of the Contract documents, provision of oral or written information to Bidders, review of Bids or the carrying out of the RDCK's responsibilities under the Contract.

4.24 Severability

All sections of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more sections herein are void the validity of the remaining paragraphs hereof will not be affected.

4.25 Compliance with Permits, Laws and Regulations

The laws and regulations of the place where the Services are supplied shall govern.

The Contractor shall give all required notices and comply with all laws, ordinances, regulations, codes and orders of all authorities having jurisdiction relating to the supply of the Services, to preservation of public health, and to construction safety. If the Contractor observes anything in the Contract Documents to be at variance with the foregoing, they shall promptly notify the RDCK, in writing, and await the RDCK instructions. If the Contractor supplies any Services or performs any work, knowing it to be contrary to such laws, ordinances, regulations, codes or orders, and without giving notice requesting instructions from the RDCK, they shall bear all costs arising there from.

The Contractor shall, at their own expense, procure all permits, licenses and certificates required by law for the supply of the Services.

The Contractor will give all notices and obtain all the licenses and permits required to supply the Services. The Contractor will comply with all laws applicable to the supply of the Services and performance of the Contract.

Any Contract resulting from this Invitation for Tenders will be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

4.26 Security for Supply of Services

Unless otherwise agreed in writing by the RDCK may, in its absolute discretion, the Contractor shall provide to the RDCK Contract Security for the performance of its obligations under the Contract.

a. Performance Bond

Provide security for performance of the Contract in the form of a Performance Bond for 50% of the Contract Price.

Bond shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the Place of the Work.

Bond shall name the Regional District of Central Kootenay as the obligee and shall be signed, sealed, and dated by both Contractor and surety company.

Submit bond to Owner within 15 days after contract award.

Alternatively, and subject to mutual agreement, the Owner may retain as contract security a certified cheque, bank draft or irrevocable letter of credit provided as bid security.

b. Labour and Material Payment Bond

Provide security for payment of labour and material provided in the performance of the Work in the form of a Labour and Material Payment Bond for 50% of the Contract Price.

Bond shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the Place of the Work.

Bond shall name the Regional District of Central Kootenay as the obligee and shall be signed, sealed, and dated by both Contractor and surety company.

Submit bond to the Owner within 15 days after contract award.

Alternatively, and subject to mutual agreement, the Owner may retain as contract security a certified cheque, bank draft or irrevocable letter of credit provided as bid security.

c. Certified Cheque or Bank Draft

The Contractor may provide, in lieu of the specified Performance Bond, security for performance of the Contract in the form of a certified cheque or bank draft for 10% of the Contract Price.

The certified cheque or bank draft shall be in favour of the Regional District of Central Kootenay.

The certified cheque or bank draft will be deposited and the monies will not be returned to the Contractor, in whole or in part, until satisfactory performance of all of the Contractor's obligations under the Contract.

Provided the Contractor has satisfactorily fulfilled all of its obligations under the Contract, the Owner will return to the Contractor 75% of the monies provided as contract security without interest, no later than 30 days after Substantial Performance of the Work. The remaining 25% will be returned to the Contractor one year after Substantial Performance of the Work subject to no deficiencies being identified at the One Year Warranty Inspection.

Submit certified cheque or bank draft to the Owner within 15 days after contract award.

d. Irrevocable Bank Letter of Credit

The Contractor may provide, in lieu of the specified Performance Bond or the specified certified cheque or bank draft, security for performance of the Contract in the form of an irrevocable bank letter of credit for 10% of the Contract Price.

The letter of credit shall be in favour of the Regional District of Central Kootenay.

The letter of credit shall have an expiry date no earlier than 24 months from the date of the tender close.

The letter of credit will not be returned to the Contractor until satisfactory performance of all of the Contractor's obligations under the Contract.

Provided the Contractor has satisfactorily fulfilled all of its obligations under the Contract, the Owner will return the letter of credit to the Contractor one year after Substantial Performance of the Work subject to no deficiencies being identified at the One Year Warranty Inspection.

Submit the letter of credit to the Owner within 15 days after contract award.

4.27 Force Majeure

In the event that either party is rendered wholly or partly unable to perform its obligations hereunder as a result of an event of Force Majeure, then subject to the RDCK's right of termination under section 4.12- RDCK's Right to Terminate, the Contract, that party will be excused from whatever performance is affected by the event of Force Majeure, to the extent so affected, provided that:

- a. the non-performing party promptly after the occurrence of the event of Force Majeure gives the other party notice describing the particulars of the occurrence;
- b. the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure;
- c. the non-performing party uses reasonable commercial efforts to remedy its inability to perform; and
- d. when the non-performing party is able to resume performance of its obligations hereunder, that party will give the other party written notice thereof.

SCHEDULE E: PERSONNEL AND EQUIPMENT LIST

The Bidder proposes to use the equipment listed below in supplying the Services covered by the Contract (list only the major pieces of equipment to be used):

NUMBER OF UNITS	BRIEF DESCRIPTION OF EQUIPMENT (STATE ITS USE, MAKE, AGE AND GENERAL CONDITION)	CHECK WHETHER	
		OWNED BY BIDDER	RENTED OR LEASED

The Bidder must provide a brief description of the contingency plan in the event of equipment unavailability, failure or breakdown, or in the event that greater than anticipated volumes of material are generated by the RDCK.

--

SCHEDULE F: PROPOSED SUB-CONTRACTORS

The Bidder shall provide the name and address of the Sub-Contractor that the Bidder intends to employ on each item of work specified below.

Any changes or additions to this list must be submitted to the Manager for approval before sub-contracting the supply of the Services.

Please note that a structural engineering firm or an individual registered with EGBC and qualified to practice in the province of British Columbia must be listed to meet any structural/seismic requirements.

ITEM OF WORK TO BE SUB-CONTRACTED	NAME, ADDRESS AND TELEPHONE NUMBER OF PROPOSED SUB-CONTRACTOR

SCHEDULE G: ADDENDA

It is herewith acknowledged that the following Addenda have been received and form part of the Bid.

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

SCHEDULE H: PROJECT SCHEDULE

The Bidder shall fill in details below and provide the Proposed Schedule for Completion dates.

Stage	Proposed Schedule for Completion	Completion Milestone
Contract Award:	After May 15, 2025	Acceptance by the RDCK
Submission of Shop Drawings:		Acceptance by the RDCK
Mobilization:		Acceptance by the RDCK
Completion of HVAC Upgrades:		Interim Acceptance of the Work
Commission and Balancing of new RTU's:		Practical Completion of the Work
Substantial Completion:	October 31, 2025	Acceptance by the RDCK
Completion of all Deficiencies:		Final Acceptance of the Work
Warranty:		Total Completion of the Work

SCHEDULE I: LIST OF PREVIOUS EXPERIENCE (CONTRACTS)

The Bidder shall fill in details below of the most recent contracts they have undertaken with the supply of Services of a nature similar to this proposed Contract.

It is the intention of Regional District of Central Kootenay to use the information given below to assess the experience of the Bidder in the appropriate supply of Services. The RDCK may contact the references given below before awarding the Contract.

Bidder's Experience on Projects of a Similar Nature

Project: _____ Value: _____

Owner: _____ Phone Number: _____

Description: _____

Project: _____ Value: _____

Owner: _____ Phone Number: _____

Description: _____

Project: _____ Value: _____

Owner: _____ Phone Number: _____

Description: _____

AUTHORIZATION

The Bidder understands and agrees that:

- a. Once the Quotes for the Contract have been opened, this Quote and the offer constituted thereby shall not be revoked before EITHER acceptance thereof by the Regional District OR the expiration of ninety (90) calendar days after the opening of Quotes for the Contract, whichever shall first occur.

The Bidder certifies that the prices and dates and other information contained in this Bid are correct, and that the signatures below are those of duly authorized officers of our company having the power necessary to make such a Bid.

- b. The conditions under which the Services are to be supplied and offers to provide all necessary labour, machinery, tools, equipment, apparatus and other means of construction and do all work and furnish all materials called for by the Contract Documents in the manner prescribed herein and in accordance with the Regional District's requirements, for the rates Proposed in Schedule C-Pricing Schedules and in accordance with the other Schedules of this Bid.
- c. The proposed rates specified in Schedule C-Pricing Schedules include all taxes, duties and all other additional charges on any materials, equipment and labour, except the GST which shall be charged separately;
- d. Payment will be made only for the supply of Services specified in the Contract. Payment will be made according to the rates proposed in Schedule C-Pricing Schedules;
- e. The lowest or any Bid will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Bid which it deems most advantageous and favorable in the interests of the RDCK; and waive informalities in, or reject any or all Bids, in each case without giving any notice. In no event will the RDCK be responsible for the costs of preparation or submission of a Bid;

If there is only one compliant Bid received by the Closing Time, the RDCK reserves the right to accept the Bid or cancel the Bid process with no further consideration for the sole Bid. This includes the right to cancel this Invitation for Tenders at any time prior to entering into the Contract with the Contractor. The RDCK reserves the right to cancel at any time before award of the Contract without being obliged to any Bidder – not just where there is only one compliant Bid; and

- f. The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Bid and to seek clarification or additional information on any area of any Bid when it is in the best interest of the RDCK to do so. The RDCK, however, may at its sole discretion reject or retain for consideration Bids which are non-conforming because they do not contain the content or form required by these Instructions to Bidders or because they have not complied with the process for submission set out herein.

The Bidder further agrees as follows:

- a. If the undersigned is notified in writing of the acceptance of their Bid, it agrees that it will enter into negotiations with the RDCK within fifteen (15) days of the date of the Notice of Acceptance for a Contract;
- b. Guarantees completion of the Contract in accordance with the Contract Documents;

- c. Within fifteen (15) days from the date of the Notice of Acceptance of this Bid, to furnish to the RDCK, the specified insurance and the Contract Security for the performance of the Contract;
- d. To begin supply of the Services on the date specified in the Notice to Proceed;
- e. 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 Invitation for Tenders, and by submitting a Bid each Bidder shall be deemed to have agreed that it has no claim; and
- f. The RDCK reserves the right, at its discretion, to negotiate with any Bidder that the RDCK believes has the most advantageous Bid or with any other Bidder or Bidders concurrently. In no event will the RDCK be required to offer any modified terms to any other Bidder prior to entering into the Contract with the successful Bidder, and the RDCK shall incur no liability to any other Bidder as a result of such negotiations or modifications.

SIGNED, SEALED AND DELIVERED by:

Name of Bidder (Company)

In the presence of:

Name (printed)

Witness Name (printed)

Authorized Signature

Witness Signature

Address (printed)

Address (printed)

Address (printed)

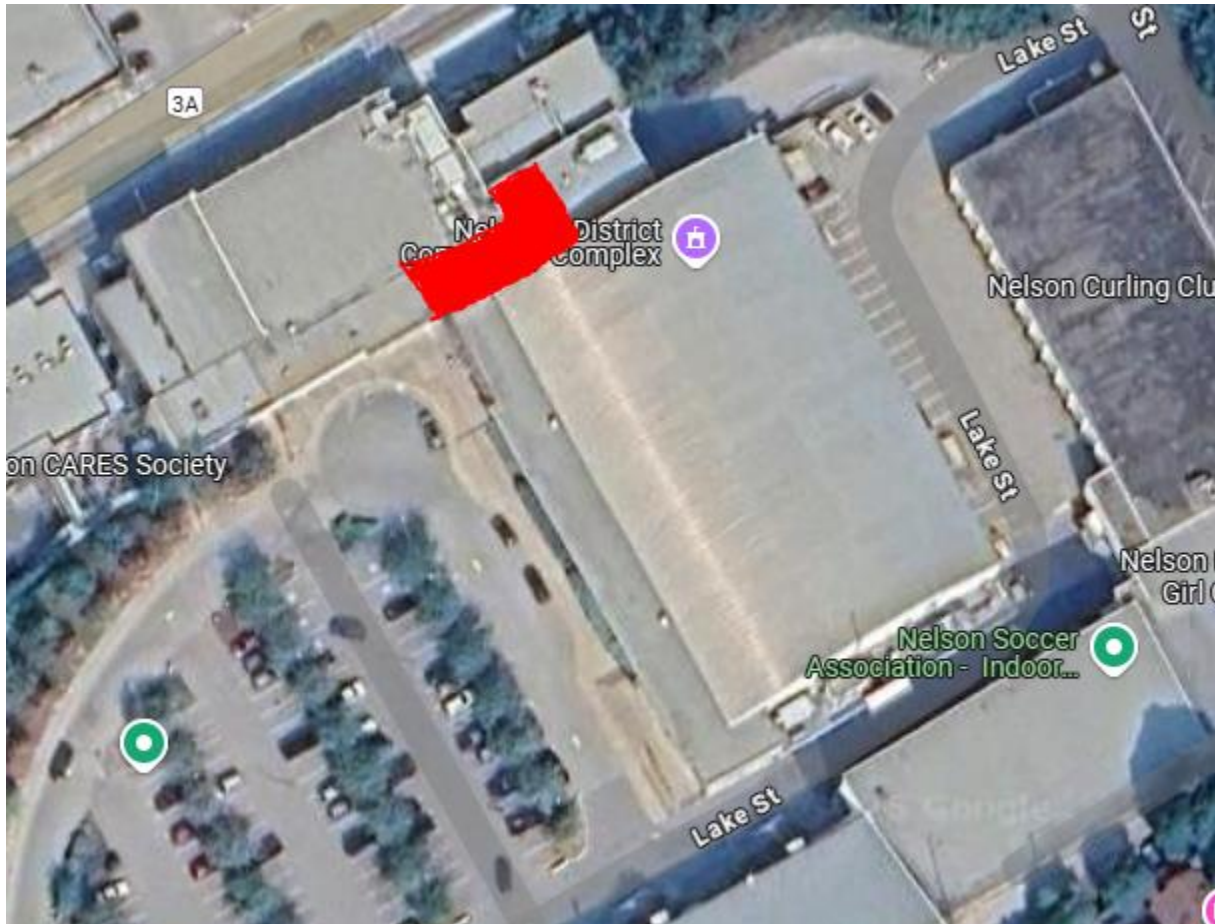
Address (printed)

Telephone

Telephone

DATED this ____ day of _____, 2025.

APPENDIX A: SITE PLAN, DRAWINGS & SPECIFICATIONS



Nelson and District Community Complex – Cardio and Weight room areas
305 Hall Street, Nelson, BC

SYMBOL SCHEDULE	
	ELBOW DOWN
	ELBOW UP
	TEE DOWN
	TEE UP
	FLOW DIRECTION
	P-TRAP
	GATE VALVE
	BALL VALVE
	PLUG VALVE
	CHECK VALVE
	BALANCING VALVE
	2-WAY CONTROL VALVE
	3-WAY CONTROL VALVE
	PRESSURE REDUCING VALVE
	STRAINER
	BACKFLOW DEVICE
	PIPE BREAK
	CLEANOUT AT GRADE
	PIPE CAP
	PIPE UNION
	HOSE BIB
	PUMP
	RELIEF VALVE
	AIR VENT
	PRESSURE GAUGE
	THERMOMETER
	DIFFERENTIAL PRESSURE REGULATOR
	PIPE TO DRAIN
	FLOOR DRAIN
	FUNNEL FLOOR DRAIN
	SANITARY DRAIN
	STORM DRAIN
	SANITARY - BELOW GRADE
	STORM - BELOW GRADE
	DRAIN TILE (PERFORATED)
	GAS - PROPANE
	SANITARY VENT
	DOMESTIC COLD WATER
	DOMESTIC HOT WATER
	DOMESTIC HOT WATER RECIRC.
	HEATING WATER SUPPLY
	HEATING WATER RETURN
	REFRIGERANT SUPPLY
	REFRIGERANT RETURN
	SUPPLY AIR DUCT
	RETURN AIR DUCT
	EXHAUST AIR DUCT
	ROUND DUCT BREAK
	DUCT ACOUSTIC INSULATION
	SQUARE ELBOW WITH TURNING VANES
	ROUND ELBOW, $r/w = 1.5$
	ROUND DUCT UP
	ROUND DUCT DOWN
	FLOOR GRILLE
	BALANCING DAMPER
	SUPPLY AIR DIFFUSER / GRILLE
	RETURN GRILLE
	EXHAUST GRILLE
	CABINET EXHAUST FAN
	FIRE DAMPER IN VERTICAL DUCT
	FIRE DAMPER IN HORIZONTAL DUCT
	AIRFLOW DIRECTIONAL ARROW
	THERMOSTAT
	DETAIL DESIGNATION
	DRAWING TO FIND DETAIL
	EQUIPMENT IDENTIFIER - REFER TO EQUIPMENT SCHEDULES FOR NEW EQUIPMENT.
	GRILLE TYPE - REFER TO EQUIPMENT SCHEDULES.
	INLET SIZE
	AIRFLOW (CFM)
	PIPE INVERT RELATIVE TO REFERENCE FLOOR ELEVATION



CONSULTANT:



NDCC RTU REPLACEMENT

305 Hall St, Nelson BC

ISSUE	DATE	DESCRIPTION
2	2025-01-28	ISSUED FOR TENDER
1	2025-01-07	ISSUED FOR CLIENT REVIEW

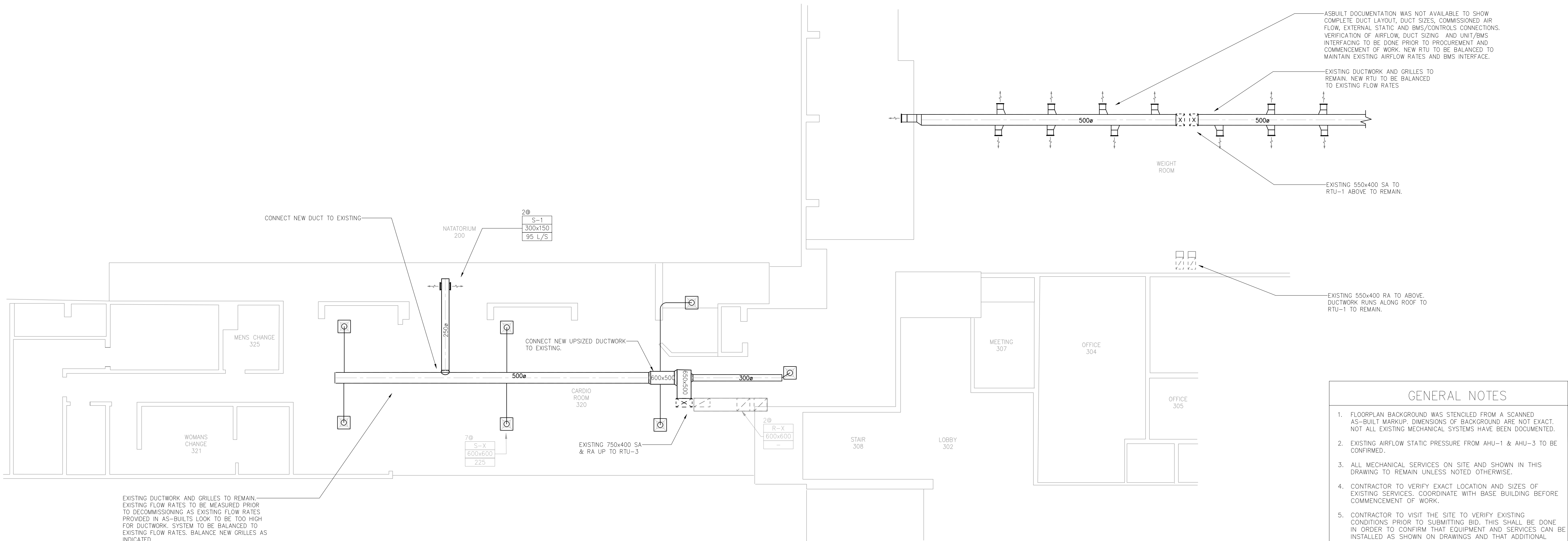
SEAL:

PERMIT TO PRACTICE #1000700

PROJECT #: 24675
DRAWN BY: JRM
CHK'D BY: JRM

COVER PAGE

MO
SCALE: AS NOTED



1 ROOF PLAN
M1.1 SCALE: 1/8" = 1'-0"



EXISTING RTU-3 TO BE REPLACED. EXISTING DUCTWORK TO BE MAINTAINED. PROVIDE NEW ROOF CURB, GAS AND ELECTRICAL CONNECTIONS. TYPICAL FOR RTU-1 SERVING WEIGHT ROOM

2 EXISTING RTU-3 - CARDIO ROOM
M1.1 SCALE: N.T.S.

WEIGHT ROOM RTU-1 NOTES									
1. AS-BUILTS DO NOT SHOW UNIT DESIGN AIRFLOW RATES									
2. COMMISSIONING PROVIDED BY TRAINOR MECHANICAL SHOW UNIT DESIGNED TO 1694 L/S AND COMMISSIONED TO 1667 L/S.									
3. EXISTING SUPPLY DUCTWORK IS ADEQUATELY SIZED									
4. BALANCE NEW UNIT TO EXISTING AIRFLOW RATES.									
6. EXISTING UNIT 48TFE008-M-121RG - 7.5 TON W/144,000 BTUH GAS OUTPUT. 870-893 LBS									

CARDIO ROOM RTU-3 NOTES									
1. AS-BUILTS SHOW UNIT DESIGN AIRFLOW AT 1785 L/S (7x255 L/S)									
2. COMMISSIONING PROVIDED BY TRAINOR MECHANICAL SHOW UNIT DESIGNED TO 1680 L/S AND COMMISSIONED TO 1584L/S.									
3. SUPPLY DUCTWORK IS UNDERSIZED LEADING TO UNDER-PERFORMANCE.									
4. PROVIDE NEW DUCT MAIN AS SHOWN.									
5. TIE EXISTING DUCTWORK INTO NEW.									
6. EXISTING UNIT 48TFE008-M-121RG - 7.5 TON W/144,000 BTUH GAS OUTPUT. 870-893 LBS									

GRILLE & DIFFUSER SCHEDULE	
GRILLE TYPE	DESCRIPTION
SUPPLY AIR	
SD-1	E.H. PRICE 5100/F/L/A
REMARKS:	
NOTE 1: CONFIRM COLOUR SELECTIONS PRIOR TO ORDERING.	
GENERAL NOTE:	
ALL GRILLES, DIFFUSERS AND REGISTERS WHICH ARE DUCT CONNECTED ARE TO BE PROVIDED WITH MANUAL DAMPERS AT CONNECTION DUCTS EXCEPT WHERE MANUAL DAMPERS ARE SPECIFIED INTEGRAL TO GRILLES.	

ROOFTOP UNIT SCHEDULE															
UNIT No.	MANUFACTURER	MODEL No.	AIR		HEATING GAS		HEATING HP		COOLING				ELECTRICAL		
			AIR FLOW (L/S)	EXT. STATIC PRESS. (in. H ₂ O)	INPUT CAPACITY (MBH)	OUTPUT CAPACITY (MBH)	EFFICIENCY (%)	OUTPUT CAPACITY (MBH)	COP@47F /COP@17F	TOTAL COOLING CAPACITY (MBH)	SENSIBLE COOLING CAPACITY (MBH)	COOLING MEDIUM	EER/IEER RATING	FAN MOTOR SIZE (HP)	MCA
RTU-1	TRANE	DHK102A3SAH	3590	0.5	200	162.0	81	97.18	3.7/2.25	108.86	84.67	R-454B	11.9/16.8	3	56
RTU-3	TRANE	DHK102A3SAH	3770	0.5	200	162.0	81	97.18	3.7/2.25	108.86	84.67	R-454B	11.9/16.8	3	56
REMARKS:															
1. ECONOMIZER															
2. VIBRATION ISOLATORS															
3. MERV 13 FILTERS															
4. TO FIT EXISTING ROOF CURB															
5. DOWN DISCHARGE															
6. C/W BMS CAPABILITY TO CONNECT AND INTEGRATE TO EXISTING SYSTEM															
7. SIDE/DOWN DISCHARGE															
8. HIGH EFFICIENCY															



CONSULTANT:

ROCKY POINT
ENGINEERING LTD.
VANCOUVER • LANGLEY • VICTORIA • NANAIMO • KESLOW • KAMLOOPS • NELSON
NELSON OFFICE:
2373 BAKER STREET
NELSON, BC V1L 4H6
WWW.RPENG.CA
TEL: (250) 352-7933

NDCC RTU REPLACEMENT

305 Hall St, Nelson BC

2	2025.01.28	ISSUED FOR TENDER
1	2025.01.07	ISSUED FOR CLIENT REVIEW
ISSUE	DATE	DESCRIPTION

SEAL:

PERMIT TO PRACTICE #1000700

PROJECT #: 24675

DRAWN BY: JRM

CHKD BY: JRM

MECHANICAL

M1.1

SCALE: AS NOTED

11 GENERAL INTENT AND REQUIREMENTS

- The Mechanical Specifications form part of the project requirements and shall be read in conjunction with all other contractual documents, drawings and specifications.
- The Contractor shall provide a complete, tested and fully operational Mechanical, heating, ventilation, air conditioning, plumbing, controls and the supervision system installation. All installations shall be in accordance with all codes, contract documents and Client requirements. The Contractor shall be responsible for provision of all materials and labour to comprise a complete installation.
- All installations shall be in accordance with the manufacturer's installation instructions and requirements.
- The layouts and arrangements shown on the Mechanical drawings are approximate and may be diagrammatic. The Contractor shall provide all additional fittings, equipment, material, labour, etc. to comprise a complete installation.
- The Mechanical Drawings and Specifications are not detailed installation instructions, nor provide a method of construction.
- Refer to follow manufacturer's reference and installation literature, supplemented by the contract documents.
- The Contractor shall be skilled and experienced in the Mechanical works relating to the project. Only licensed trades persons shall be retained to undertake the work. Where apprentices are utilized, work shall be under the direct supervision of an on-site licensed journeyman.
- Only new material shall be used of full weight and of first class quality, unless stated otherwise.
- Use the same brand or manufacturer for each specified equipment.
- All installations and materials shall be to the approval of the Engineer and Authority Having Jurisdiction. Rejected materials or installations shall be removed and replaced by the Contractor at no cost to the Client.

DEFINITIONS

- The following definitions shall apply to the Mechanical Drawings and Specifications:
 - AHU - Air Handling Unit
 - Client - The Engineer or Individual representing the project End User
 - Contractor - The Company undertaking the Mechanical scope of work.
 - Engineer - Rocky Point Engineering Ltd. and their Representatives
 - Mechanical - Referring to the HVAC, Plumbing, Controls and/or Fire Suppression scope of work.
 - LOA - Schedule Letters of Assurance
 - RPRI - Registered Professional of Record
 - SRP - Supporting Registered Professional

GENERAL DESCRIPTION OF WORK

- The following is intended to provide a general description of the Mechanical works in order to assist in clarification of project requirements. This list is not comprehensive and is intended to be read in conjunction with the Mechanical Drawings, Mechanical Specifications and all other project related documents.
- HVAC
 - Install and replace RTU's & RTU's as shown on HVAC Drawings
 - Contractor to connect to existing ductwork
 - RTU to be balanced and commissioned to maintain current airflow rates or as indicated.
 - RTU to connect to existing gas supply.
 - Connect to ducts to allow for return of existing roof penetrations.
 - Provide correct exhaust return air return air ductwork. Contractor to review condition of existing ductwork for suitability of reuse. If ducting and/or return air is in poor condition, ductwork to be cut back, replaced with new and insulated to current ASHRAE requirements.
- Controls
 - Contractor to connect new RTUs to existing BMS system and provide all necessary elements including sensors, wiring and controls to facilitate interfacing.

REGULATIONS

- All materials, equipment and installations are to comply with applicable codes, regulations, bylaws and the AHJ requirements, including but not limited to:
 - British Columbia Building Code
 - City or District Bylaws
 - ANSI
 - ASHRAE
 - ASME
 - ASPE
 - AWWA
 - British Columbia Boiler and Pressure Vessel Act
 - British Columbia and Canadian Gas Code
 - British Columbia Plumbing Code
 - British Columbia and Canadian Refrigeration Code
 - Canadian Electrical Code
 - Canadian Environmental Protection Act
 - CSA Standards
 - Fall Protection Requirements
 - Fire Marshal
 - Insurers Association Organization (IAO)
 - National Fire Protection Agency (NFPA)
 - SMACNA
 - ULC Standards
 - WHMIS
 - WorkSafeBC

PERMITS, FEES AND INSPECTIONS

- The Contractor shall apply for and obtain all necessary permits and inspections in order to undertake the installations. All cost shall be included in the Contractor's project pricing/charge values.
- The Contractor shall provide the Engineer with proof of all obtained permits, certificates and inspections as requested.

CONTRACTOR QUERIES

- Should there be a conflict between the Drawings, Specifications or contract documents, the Contractor shall advise the Engineer in writing to seek clarification during the preconstruction stage of the project. Should clarification not be provided, the Contractor shall allow for the higher quality or greater extent of work in their pricing.
- All queries shall be submitted in accordance with the Contract requirements.
- Ensure queries are submitted to the Engineer within 7 working days prior to the pricing/charge close to allow for responses to all required permits. Should a response be deemed required, it will be made via video or as per the project requirements.
- Should any queries be made, materials and installations shall be governed by the reasonable interpretation of the Engineer.

PRICING/TENDERING

- Prior to submitting their pricing/tender bid, the Contractor shall visit the site and make themselves thoroughly aware of all aspects relating to the work. Requested changes to contract scope, contract cost or contract time due to failure in reviewing the site conditions will not be considered.
- Pricing/tenders are to be based on the equipment specified. Base bid refers to items specified by manufacturer and model number which make the specifications in all respects regarding performance, quality of material and workmanship and is deemed acceptable to the Engineer without qualification. Base bid equipment and materials are as listed on the Mechanical Drawings and in the Mechanical Specifications.
- Refer to the "Alternate Equipment" section of these specifications for further information.
- Request for review from manufacturers of equipment and materials not included on the "Alternate Equipment" list shall be made a minimum 7 working days prior to close of tendering. All information required by the Engineer to evaluate the proposed manufacturer shall be provided at the time of request.
- Separate pricing/charge of work, unless stated otherwise, shall be included in the base/tender price. However, the cost and schedule values shall be identified separately for review by the Engineer.

SCHEDULE

- The Contractor shall undertake all works in accordance with the project schedule and in coordination with the General Contractor.
- Allow for all phasing of work as required and directed.
- Allow for all out of hours or premium labour to complete work in accordance with the project schedule.

WARRANTY, GUARANTEE, QUALITY ASSURANCE AND LIABILITY

- The Contractor shall warrant full responsibility for layout of the Mechanical work and for any damage caused by improper location or performance of work.
- Protect work and building surfaces from damage due to the Contractor's performance of the work. Pay particular attention to protection of building vapor barriers and waterproof membranes.
- The Contractor shall cover floors and other finished surfaces to avoid damage.
- During periods of freezing or potential freezing, ensure all systems are protected and that mechanical openings in the building envelopes are weather and ventilation protected.
- Maintain the site in a clean and orderly condition at all times.
- At the completion of work, provide clean, waste and supply equipment/materials from the site.
- The Contractor shall provide a written guarantee/warranty that equipment, materials and systems supplied as part of the project will be free of defects and in a serviceable condition in conjunction with the project requirements for a minimum 1 Year from the date of the project Substantial Completion, which shall include one complete summer and one complete winter of unattended operations.
- During the warranty period the Contractor shall promptly remedy all defects in equipment, materials, systems or installations to the satisfaction of the Client, Engineer and at no cost.

LIABILITY INSURANCE

- The Contractor shall maintain comprehensive Liability Insurance for an amount not less than \$2,000,000. Insurance to include non-owned car insurance and contractual liability with cross liability clause. Coverage shall include loss or damage caused by the Contractor to the project, the building, work by other trades and to the Client's staff, equipment and personnel.
 - Insurance deductible clause shall not be more than \$1,000.
 - Liability Insurance shall be maintained in accordance with WorkSafeBC requirements.
 - Cost of insurance coverage shall be included in the contract price.
 - The Contractor shall provide proof of insurance to the Engineer if requested.
- ## CONTRACT PRICE BREAKDOWN AND PROGRESS CLAIMS
- At the request of the Engineer and within 10 days of award of contract, provide a price breakdown of all values associated with the scope of work pricing/charge.
 - Price breakdown shall identify cost of material and labour separately.
 - The sum of the cost breakdown shall be equal to the contract price.
 - The Contractor shall provide for each Progress Claim an updated contract price breakdown indicating for each value the contract price, amount previously billed, amount completed to date and remaining amount to be completed.
 - Cost breakdowns shall be provided for all changes in scope of work.

SHOP DRAWINGS

- Prior to ordering any equipment the Contractor shall Submit Shop drawings to the Engineer for review and acceptance.
- All shop drawings shall be submitted a maximum of 30 days after award of contract.
- Shop drawings shall include the name of the manufacturer, model number, performance/operating

characteristics, electrical requirements, physical dimensions, available/selection options, weight and controls connection requirements. Applicable testing output, cooling output, flow rates, pressure losses, power requirements, etc. be identified.

- Submit weights of all major equipment to review such that the loads can be reviewed by the appropriate Consultant.
- Submit lists of all electrical motors and power requirements to the Electrical Trade and through the specified shop drawing process for review by the Electrical Consultant.
- Clearly mark shop drawing submittals with arrows, underlining or circling to show differences between specified and selected material.
- All installations shall be in accordance with the manufacturer's installation instructions and requirements.
- Unless stated otherwise, all performance data is to be of net values and are to be external of any internal losses or gains of the equipment.
- All shop drawings shall be in the same units as the project designs.
- The Contractor shall review all shop drawings prior to submitting to the Engineer. The Contractor shall stamp, sign and date all shop drawings as reviewed prior to the submission. The Contractor's stamp shall be their certification that shop drawings are accurate, in conformance with the project requirements and have been coordinated with site requirements. Shop drawings not stamped as reviewed will be rejected and returned to the Contractor without being reviewed by the Engineer.
- Submit shop drawings in accordance with Engineers and Geoscientists of British Columbia (EGBC) Professional Practice Guidelines and in accordance with the Mechanical Contractors Association of British Columbia (MCA/CB).
- Review of shop drawings by the Engineer shall be understood to reflect the general project requirements and does not relieve the Contractor of fulfilling their contractual/project requirements.
- The Contractor shall be responsible for errors or omissions in the shop drawings and for meeting all requirements of the Contract Documents.
- The Contractor shall be responsible for confirming and coordinating system/installation dimensions.
- Submit shop drawings in electronic PDF format.
- Shop drawings shall be submitted in hard copy format. The Contractor shall ensure a suitable quantity of shop drawings are provided. Allow for one copy to be retained by the Engineer, Architect and General Contractor/Project manager, in addition to requirements of the project Operating and Maintenance Manuals.
- All equipment shall comply with the project and contract requirements regardless of having been reviewed.
- Refer to the "Alternate Equipment" schedule for a list of required shop drawings.
- If shop drawings of Alternate Equipment are received 3 times for technical reasons, the Contractor shall provide products as specified with no additional cost or impact to the project schedule. Costs for time incurred during the above shop drawing review process will be for the Contractor's account.
- The Engineer shall not be responsible for determining product quantities or handling.
- The Contractor shall furnish samples of products and materials for the Engineer to review as required.
- Equipment manufacturers shall ensure that the strength and anchorage of the internal components of the equipment exceeds the force level used to restrain and anchor the equipment to the supporting structure.
- Where required and requested, the Contractor shall submit Workplace Hazardous Materials Information System (WHMIS) Material Safety Data Sheet (MSDS) for products used on site.

ALTERNATE EQUIPMENT

- All Contractor proposed equipment or materials shall be similar and equal in all respects to that specified.
 - The Contractor shall identify the cost and schedule differences for all proposed alternate equipment and materials for review and acceptance by the Engineer and Client prior to proceeding. List all and any revisions required to facilitate the alternate equipment/equipment material.
 - All alternate equipment and materials shall not exceed space limitations. Replace all which do not meet the project documents or space limitations at all cost.
 - The Contractor shall assume all cost associated with redesigning requirements of alternate proposed equipment or materials.
- ## SEISMIC RESTRAINT REQUIREMENTS
- Seismic restraint shall be provided for all mechanical systems and equipment forming part of the work. Work pertains to Mechanical, HVAC, Plumbing, Controls and Fire Protection systems.
 - Seismic restraint measures shall be in accordance with SMACNA Guidelines for Seismic Restraints, NFPA, the British Columbia Building Code and the AHJ.
 - The Contractor shall retain the services of a British Columbia registered Professional Engineer who shall design the project seismic restraint measures and provide Schedule Letters of Assurance for such.
 - The Seismic Engineer shall act as a Supporting Registered Professional (SRP) providing documentation to the Engineer, acting as the Registered Professional (RP) (RPRI).
 - The Seismic Engineer (SRP) shall carry liability insurance not less than \$1,000,000 and shall provide proof of coverage to the Engineer (RPRI) upon request.
 - The Contractor shall install seismic restraints in accordance with the Seismic Engineer's requirements.
 - Seismic restraint measures shall not compromise vibration isolation of motor driven equipment.
 - Prior to construction commencement, the Contractor shall organize a meeting with the General Contractor, Mechanical Contractor, Structural Consultant and other appropriate parties. At that meeting the Contractor shall present in general the approach/needs used to provide seismic bracing for equipment, ductwork and piping, highlighting attachments to structure and ductwork coordination.

COORDINATION AND EXAMINATION

- The Contractor shall be responsible for examination of all applicable site conditions.
 - Coordinate installation with the General Contractor and all other trades to avoid conflicts. Do not proceed with installations until complete coordination has been made with all trades.
 - Field verify all building and site dimensions prior to any fabrication and installation of equipment or materials. No additional charge shall be entertained for failure to verify these dimensions on site.
 - Improperly coordinated installations shall be removed and reinstated to the satisfaction of the Engineer, regardless of installation order.
 - The Contractor shall closely coordinate installations with all other trades to ensure that suitable access clearances and pipe/equipment spaces are maintained.
 - Report to the Engineer any conditions which may prevent the installation of equipment or systems in the manner intended.
 - After location and routing of mechanical systems as directed the Engineer at no cost to the Engineer or Client, provide the revision is made before installation and does not necessitate additional materials.
- ## RESPONSIBILITIES, LAYOUT OF WORK AND STORAGE
- The Contractor shall be responsible for layout of their work.
 - Prior to installation, the Contractor shall examine all associated existing conditions.
 - Protect all materials and equipment from damage during delivery, while temporarily stored on site and prior to final turn over to the Client.
 - Keep all material and equipment within factory provided covers until time of installation.
 - Do not assume that the Client will provide storage space on site for materials.
 - Route mechanical systems in an orderly manner and as indicated on the drawings. Generally follow routes parallel and perpendicular to the building structure.
 - Where services are intended to be run within open work structural joints, the Contractor shall obtain shop drawings for the structural members and layout their work according to the building structure.
- ## EXISTING SYSTEMS AND SERVICES
- Identify existing services throughout the course of construction, unless indicated otherwise.
 - The Contractor shall notify the Engineer in writing about any existing systems, equipment or installation to be non-operational, defective, dangerous or deemed to impede the project requirements.
 - The Contractor shall notify the Engineer in writing about any existing system being found deviating from those shown on the Drawings and Specifications. The Contractor shall seek clarification from the Engineer prior to proceeding further.
 - Connect into existing systems with minimum disruption to the existing systems.
 - Include premium tier for connection to existing systems so that normal use of the existing systems will not be affected.
 - Before interrupting any services, complete all preparatory work as far as reasonably possible and have all necessary materials in site and prefabricated (where practical) and work continuously to keep the length of interruption to a minimum.

DEMOLITION

- The Contractor shall coordinate all required demolition work with the General Contractor and other trades.
- Materials or equipment intended for reuse shall be carefully removed and stored in a dry, clean and safe area. Protected from damage.
- All equipment and materials being removed shall be disposed of in a suitable manner in place. Equipment and materials shall be recycled as far as possible.
- Should the Client request to retain any equipment or materials, the Contractor shall coordinate and obtain a receipt for such.
- Systems or equipment requiring to be drained or purged, such as air conditioning refrigerant or fire suppression systems, shall be done so by a specialist in the field.
- All thermostats, temperature sensors, pressure sensors, control devices, etc. within the project area shall be carefully wrapped in poly sheet to protect from dust and dirt ingress during the construction process. Place thermostats and space temperature sensors protected in plastic wrapping immediately suspended adjacent to the equipment. Do not disconnect thermostats or temperature sensors unless required to undertake the works.
- Ductwork, diffusers, grille and register openings within the project area shall be wrapped in poly sheet to protect from dust and dirt ingress during the construction process.
- If ductwork or return air openings cannot be covered or wrapped, provide with temporary filter media during the construction process. Replace filter media if it becomes dirty.
- All equipment and systems within the project area shall be protected from damage or ingress of dirt and debris on a complete winter of unattended operations.
- All ductwork or branch takeoffs that become redundant shall be capped and sealed.
- Remove and reclaim refrigerant from demolished equipment in accordance with Refrigerant Management Canada guidelines and governing codes and regulations. Do not vent refrigerant to atmosphere. Dispose of reclaimed refrigerant by engaging the services of a licensed firm specializing in recycling of reclaimed refrigerant. If requested, provide documentation indicating refrigerant has been suitably removed, recovered and/or disposed of.

SYSTEM SHUT DOWNS AND CONNECTIONS

- The Contractor shall coordinate with the Client any service shut downs or service interruptions during the construction works. Time and duration of all shut downs shall be agreed with the Client.
- All connections shall be made in accordance with WorkSafeBC requirements.
- The Contractor shall be liable for any damage caused to the existing systems by the shutdown work.
- The Contractor shall include in their pricing any associated regular or premium costs associated with shut down work.
- If existing utility services are not available to isolate sections of piping to be removed or modified, provide such valves as part of the connection and/or shut down work.

SITE UTILITY SERVICES

- The Contractor shall coordinate with the Client any service shut downs or service interruptions to the utility services during the construction works. Time and duration of all shut downs shall be agreed with the Client.
 - The Contractor shall contact and coordinate all works with the utility providers as required.
- ## TEMPORARY FACILITIES AND SERVICES
- The Contractor shall provide any necessary temporary facilities such as buildings, workshops, storage areas, restrooms, liquid areas, etc. to undertake the work.
 - Location of temporary facilities shall be coordinated with the General Contractor and Client. Do not assume that the Client will provide space on site.
 - The Contractor shall provide temporary heating services as required throughout the project to facilitate the construction process. Coordinate with the General Contractor.

- Temporarily decommission, remove and lift equipment and/or services as required to facilitate roofing work. Reinstall after working roof is complete.

TEMPORARY USE OF EQUIPMENT AND SYSTEMS

- Temporary use of permanent systems or equipment during construction shall not be permitted unless prior to installation the Contractor has written to the Engineer and Client for their approval.
- Equipment or systems used during construction shall be thoroughly deemed and overhauled as required and prior to Substantial Completion. Replace worn or damaged parts so equipment is in perfect condition to the satisfaction of the specified and selected client.
- Temporary use of equipment and/or systems shall not impact or be deemed as project Substantial Completion, nor impact the Contractor's warranty/guarantee.

HOISTING AND SCAFFOLDING

- The Contractor shall be responsible to provide all hoisting, scaffolding, lifts, ladders, etc. required to undertake the Mechanical installations.
- All works to be in accordance with WorkSafeBC requirements.
- Coordinate all works with the General Contractor.

ELECTRICAL COORDINATION AND REQUIREMENTS

- The Contractor shall be responsible for liaising with the Electrical Trade for provision of electrical connections to serve the mechanical equipment. Coordination to be completed prior to shop drawing submittals, ordering of equipment and installations.
- Balancing report to include any notable observations, deficiencies or excessive noise issues.
- Balancing reports shall be submitted within 10 working days of the project Substantial Completion.
- Upon review of the balancing report the Engineer may request up to 10% of the terminal devices and equipment be retested at no additional cost to the Client.
- Balancing shall be undertaken in accordance with the National Standards for a Total System Balance published by the Associated Air Balance Council, or the Procedural Standards for Testing, Adjusting & Balancing of Environmental Systems published by the National Environmental Balancing Bureau.
- The Contractor shall be responsible for coordinating provision of power to the controls system.
- All electrical equipment supplied by the Contractor shall bear a CSA or UL label. Obtain special inspection sheet required by the Provincial Electrical Code and that does not have an appropriate label. All shall be in accordance with the Canadian Electrical Code and in accordance of the Provincial Electrical Code and AHJ.
- The Electrical Trade shall provide all power wiring, connections and other electrical items required for operation of the mechanical systems, except for factory installed wiring, controls and equipment on packaged units provided by the Contractor.
- The Electrical Trade shall provide and install motor starters for electric motors, except where equipment is supplied with factory installed motor starters to the project schedule. Costs for time incurred during the above shop drawing review process will be for the Contractor's account.
- All motors shall conform to Electrical Equipment Manufacturers Association of Canada (EEMAC) Standard M011, Institute of Electrical and Electronic Engineers (IEEE) Standards and applicable CSA C22.2 Standards.
- Motors must meet NEMA standards for the application and have associated maximum sound ratings under full load conditions.
- Minimum motor efficiencies shall meet the requirements of CAN/CSA C747, CAN/CSA C390, IEC 1128 and ASHRAE Energy Standard 90.1.

CUTTING AND PATCHING

- Unless noted otherwise, the Contractor shall be responsible for all cutting and patching to facilitate the project requirements. Coordinate all works with the General Contractor.
- The Contractor shall identify the cost and schedule differences for all proposed alternate equipment and materials for review and acceptance by the Engineer and Client prior to proceeding. List all and any revisions required to facilitate the alternate equipment/equipment material.
- The Contractor shall review with the project Structural Engineer locations and sizes of all cut and wall penetrations for the mechanical services.
- Relocate any properly located holes, sleeves, hangers, brackets, etc.
- Cutting and patching work shall include, but not be limited to:
 - Identification of required openings for the mechanical services.
- X-ray or scanning (GPR, ultrasonic, pachometer, etc.-ach), x-ray, review of floors, slabs and/or structural elements to Mechanical, HVAC, Plumbing, Controls and Fire Protection systems.
- Submit X-ray or scanning results to the project Structural Engineer for their review and approval prior to proceeding.
- Underline the cutting works.
- Patch and make good all openings and holes to the satisfaction of the Engineer and Client.

PAINTING

- The Contractor shall coordinate all painting with the General Contractor.
- All cut and exposed bare metal surfaces on Mechanical systems clear of dirt, dust, grease, scale, etc. in order to facilitate painting.
- All exposed bare metal surfaces on outdoor weather conditions shall be painted with a suitable weatherproof paint.
- All outdoor gas and propane piping to be painted with suitable weatherproof paint. Coordinate paint colour in conjunction with system identification.
- All painted factory finished equipment shall be repainted to match the original factory finish.

EQUIPMENT PROTECTION AND CLEAN UP

- Provide temporary covers over ductwork, piping, diffusers, grilles, etc. during the course of construction to prevent ingress of dirt, grit and debris. Protect all from damage during construction.
- Any dirt, rubbish or grease on walls, floor, fixtures, etc. which are caused by the Contractor shall be removed and the premises left in a first-class condition in every respect.
- Clean all systems prior to testing and turn over to the Client.
- All ductwork to be clean from dust and debris. If, in the Engineer's opinion the ductwork has not been maintained in a clean condition the Contractor shall retain the services of a certified dust cleaning company to thoroughly vacuum and clean all outdoor air, supply air, return air, exhaust air, transfer air, etc. ductwork.
- Protect bearings and shafts during the project construction. Grease shafts and sheaves to prevent corrosion. Provide extended nipples for lubrication purposes as required.

INDOOR AIR QUALITY

- In the interest of providing an acceptable level of indoor air quality for the occupants, the air systems shall be used to flush out fumes that may be present from the building products, such as cabinets, carpets, paints, solvents, etc.

HAZARDOUS MATERIALS

- Case operations involving the notify the General Contractor, Client and Engineer in writing should any materials be discovered which are in risk of being hazardous material containing, including but not limited to: asbestos, mold, lead, paint, etc.
- Coordinate with the General Contractor any required special protective measures and/or disposal instructions when working with hazardous materials.

ENGINEER SITE REVIEWS

- The Contractor shall contact the Engineer to coordinate review of the constructed work throughout the project. The Engineer will conduct site reviews as deemed required and at their discretion.
- The Contractor shall notify the Engineer in writing a minimum of 3 working days prior to requesting site review.
- Should the Engineer prepare a written field review report, the Contractor shall complete all outstanding deficiencies, initial field report items as being complete and return a copy to the Engineer for their records.
- All final deficiencies to be completed within a maximum of 10 working days after the project Substantial Completion, unless agreed upon with the Engineer and Client.

DEMONSTRATION AND TESTING

- Test and demonstrate operation of all equipment and systems as requested or required by the Engineer, Client and/or AHJ. The Contractor shall coordinate all requirements with their subtrades as required.
- All testing and demonstration procedures and durations shall be in accordance with applicable standards. Where multiple standards exist, apply the more stringent measures.
- The following systems shall be demonstrated in regards to performance and safety features, to the fullest degree:
 - All Handling Systems (supply, return, exhaust, etc.)
 - Heating Systems
 - Cooling Systems
 - Do not pressure test mechanical equipment.
- The Contractor shall consider all necessary precautions in protecting existing systems and arrangements prior to undertaking testing work.
- If test procedures are not provided by standard or the AHJ, the Contractor shall seek clarification with the Engineer prior to proceeding.
- The Contractor shall provide a minimum 3 working days notice to the Engineer and AHJ prior to demonstration of any required systems.
- Upon completion of installations, the Contractor shall satisfactorily demonstrate all system operations and maintenance to the Client and/or their representative. The Contractor shall record the date of the demonstration and those in attendance. This written record to be included in the project close out documentation.
- The following minimum test results shall be performed:
 - Natural gas and propane 150psig (1000 kPa) hydraulic test for 4 hours
- The Contractor shall arrange for a third party to witness pressure tests. For a written copy of the pressure test results with date and signature of the Contractor, along with the third party acknowledgement, shall be included with the project close out documentation.

START-UP, COMMISSIONING AND PERFORMANCE VERIFICATION

- The Contractor shall include for system Commissioning and Performance Verification by a licensed trade experienced in the scope of work.
- Prior to commissioning, and under the supervision of the equipment/systems manufacturers' representative, start-up equipment/systems, make required adjustments, document procedures and leave equipment/systems in proper condition.
- All equipment shall be commissioned in accordance with:
 - ASHRAE Standards and Guidelines for Designing and Commissioning Processes for Buildings and Systems
 - ASHRAE Guideline 1.1 - HVAC/CR Technical Requirements for the Commissioning Process
 - ASHRAE Guideline 1.5 - The Commissioning Process for Smoke Control Systems
 - CSA Z320 - Building Commissioning
- Equipment manufacturer's requirements.
- Complete equipment commissioning verifications forms as provided by the manufacturer or the commissioning agent. Include forms as part of the Operating and Maintenance Manuals.
- All controls components and equipment shall be commissioned, tested, calibrated and adjusted to place the systems into automatic operation, subject to the approval of the Engineer and AHJ.
- Commissioning shall include end to end and checks for all control points, verifying their proper operation. End to end checks are defined as visual confirmation that an input or output signal from the controls system results in correct operation of physical system components, not assumed operation as implied by output status indicators on system displays screens or graphics. Product documents including data and results of all end to end checks, including calibration factors are required.
- Understand commissioning of systems in coordination and in conjunction with air and water balancing.
- Installed equipment or systems whose performance is questioned by the Engineer may be subject to performance verifications.
- Where requested by the Engineer, equipment or systems shall be tested by the Contractor to determine compliance with the specified performance requirements. Where requested by the Engineer, testing shall be undertaken by an independent third party engaged by the Contractor.
- Promptly provide all performance verification results to the Engineer.
- Should the performance verification results indicate the equipment or systems comply, costs for performance verification will be carried by the Client.
- Should the performance verification results indicate the equipment or systems do not meet the performance requirements, the Contractor shall:

- Remove and replace the associated equipment and/or systems with that meeting the specified performance requirements.
 - Understand further performance verification of replacement equipment and/or systems. Repeat until performance requirements are met.
 - Carry all costs of performance verification and replacement of equipment and systems.
- ## AIR AND WATER BALANCING
- The Contractor shall include for system Balancing by a licensed trade experienced in the scope of work.
 - Systems installations shall be complete and operational prior to completing the balancing work, unless otherwise.
 - Balance systems within +/-5% or as required otherwise by code or standard.
 - New filters are to be installed by the Contractor prior to undertaking balancing work.
 - Reduce fan/service motor polybutylenes as required to facilitate the balancing work and to achieve the required system performance.
 - Upon completion of the balancing work, the Contractor shall provide a balancing report summarizing the final supports and arrangements. The report shall be stamped and signed by the British Columbia registered Professional Engineer or Certified Technician.
 - The balancing report shall include a schematic diagram of the system showing all equipment, outlets, valves, etc. being balanced.
 - Balancing report to include any notable observations, deficiencies or excessive noise issues.
 - Balancing reports shall be submitted within 10 working days of the project Substantial Completion.
 - Upon review of the balancing report the Engineer may request up to 10% of the terminal devices and equipment be retested at no additional cost to the Client.
 - Balancing shall be undertaken in accordance with the National Standards for a Total System Balance published by the Associated Air Balance Council, or the Procedural Standards for Testing, Adjusting & Balancing of Environmental Systems published by the National Environmental Balancing Bureau.
 - The following information shall be included as part of the balancing report:
 - Handling Units
 - Equipment manufacturer, model and serial number
 - Required Supply air flow and actual air flow
 - Required Return air flow and actual air flow
 - Required Outdoor air flow and actual air flow at minimum outdoor air damper position
 - Suction pressures, discharge pressures and static pressure across each fan
 - Motor horsepower rating, voltage, listed nameplate and running current at each fan motor
 - Fan and motor sheave size at each fan
 - Coil required and actual water flow rates
 - Coil inlet and discharge air pressures
 - Coil water pressure drop

RECORD AS-BUILT DRAWINGS

- The Contractor shall retain one tight legible set of Mechanical drawings on site for the purposes of recording as-constructed conditions. Update the As-Built drawings on a daily basis, including revisions made by means of addenda, site alterations, change orders, or otherwise.
- As-Built drawings shall include, but are not limited to:
 - Size, location, arrangement, route and extent of ductwork, piping, conduit, terminal units, equipment, returns, cleanouts, valves, couplings, etc. above and below grade inside the building, indicating locations of buried piping.
 - Invents and dimensional location for all buried systems and services. Inverts shall be included at all cleanouts, manholes and changes in direction.
 - Location, tagging and numbering of all valves, except individual plumbing fixtures or equipment isolation valves.
- Maintain As-Built drawings on site for review by the Engineer or Client.
- Upon completing the installations, the Contractor shall forward As-Built drawings to the Engineer for creation of Record Drawings. Drawings shall include all mechanical systems, equipment and devices including fire dampers, valves and valve tags, cleanouts, access doors and room names.
- The Engineer will return the Record Drawings to the Contractor, who shall verify their correctness, stamp as reviewed and sign.
- The Contractor shall print 3 hard copy sets of Record Drawings and include with an electronic PDF copy of the Drawings when submitting Operating and Maintenance Manuals to the Client.
- Under no circumstances will the Engineer's As-Built CAD file used to prepare permit, tender or construction drawings. The As-Built CAD files will not be provided to any other third party.

OPERATING AND MAINTENANCE MANUALS

- The Contractor shall be responsible for preparation of Operating and Maintenance Manuals for the Client's review.
- Submit a draft copy of the Manuals to the Engineer for review and comment.
- Unless stated otherwise, Operating and Maintenance Manuals shall be within a 3" O ring hard binder with the following tabbed sections:
 - Name of the Project, Client, General Contractor, Architect, Engineer and Agency preparing the Operating and Maintenance Manual.
 - Name and contact information for Manufacturers, Trades and Equipment Suppliers.
 - Description of the Mechanical systems including components and sequence of operations.
 - List of the Mechanical Drawings.
 - A copy of all shop drawings, including review comments.
 - A copy of all test and inspection reports.
 - All project related warranty and guarantee letters.
 - Operating and maintenance instructions including maintenance procedures, lubrication requirements, preventative maintenance procedures, lubrication schedule and belt schedule.
 - Valve tag list noting service, location and size.
 - Commissioning reports.
 - Balancing reports.
 - Record Drawings.

PROJECT AND SUBSTANTIAL COMPLETION

- The Contractor shall provide the following documentation to the Engineer as part of the project and prior to the project being deemed complete. Documents indicated with asterisks "*" are required to be received by the Engineer prior to that of issuance of the Mechanical Schedule B-B Letter of Assurance.
- The Contractor shall be responsible for assembling all documentation from their subtrades as required to fulfill the project requirements.

General

- Written certification by the Contractor that all installations are complete, functioning, operational and in compliance with the contract documents.
- Demonstration to the Client of system operations and maintenance.
- Provision of a list containing all outstanding or deficiency items which are required to be completed. Should the Engineer deem the list to be excessive, the project will not be deemed substantially complete.
- Operating and Maintenance Manuals
- Equipment/System commissioning reports
- Fire stopping letter of completion
- Air and water balance reports
- As-Built/Record Drawings
- Contractor's Seismic Engineer's Schedule B and C-B Schedule Letters of Assurance
- Contractors guarantee/warranty letter
- HVAC
 - Final Refrigerant acceptance report from the AHJ
 - Final Electrical Certificate for electrical wiring by the Control Trade
 - Complete system completion report
 - Gas detector calibration and commissioning certificate
 - Gas TSB/C certification
- Plumbing
 - Final Gas Inspection acceptance report from the AHJ

ACCESSIBILITY, ACCESS DOORS AND PANELS

- All installed systems to provide maximum and adequate accessibility.
- Maintain all access and manufacturer's required clearances.
- The Contractor shall cooperate and coordinate with other trades to ensure that all equipment and systems are properly placed without interference with other services.
- Locate distribution systems, equipment and materials to eliminate interference, conserve headroom and leave maximum usable space. All systems shall be coordinated for elevation height to ensure they are concealed within ceiling spaces, unless noted otherwise.
- All equipment must be in a location where it may be accessed, operated and maintained.
- Obtain approval from the project Architect for the service door type and style prior to installing.
- Provide access doors for any and all concealed mechanical equipment or systems which requires maintenance or adjustment. Provide access doors as directed by the Engineer, either in drain fittings or drain points.
- The Contractor shall demonstrate all of any reasonable access to the Engineer as requested.
- Provide access door in ductwork upstream and downstream of all coils, square flues, fire dampers, etc.
- Where access doors are provided in fire rated partitions, they shall meet the fire rating as the fire partitions. All the rated access doors shall be CSA or ULC listed for the applicable application.

PIPE CHASES AND DUCT SHAFTS

- Unless otherwise indicated, conceal all piping, ductwork and mechanical systems within the construction of walls, ceilings, floors, chases and shafts.
 - Revis the location of services if required to be concealed as described. The Contractor is to consult the Engineer and obtain written approval prior to proceeding with revised location of services.
- ## INSULATION
- Refer to the Mechanical Drawings for Pipe and Ductwork Insulation requirements, which lists insulation material, thicknesses and fitting requirements.
 - All insulation points to be taped and vapour sealed to suit the application.
 - Ductwork
 - All ductwork insulation shall be in accordance with BOCQA Quality Standards specifications 1502.
 - Supply air ductwork shall be externally insulated unless provided with internal insulation or noted otherwise.
 - All ductwork shall be externally insulated a minimum of 58 (1500 mm) from exterior openings/bleedthrough connections and within soffits.
 - Provide internal insulation liner on all ductwork as indicated and a minimum of 10 (3000 mm) upstream and downstream of all fans.
 - All internal ductwork insulation to be provided with metallic 2" zoning to avoid exposed insulation edges within the air stream.
 - Attach internal ductwork insulation as per SMACNA standards and with pins at 12" (300 mm) on centre. Pins to be spot welded to the inner surface of the ductwork. Do not use pressure sensitive adhesives.
 - All ductwork insulation shall be adequately gapped and strapped.
 - Provide internal insulation lining for all transfer air ducts, unless noted otherwise.
 - Equipment
 - All equipment insulation shall be in accordance with BOCQA Quality Standards specifications 1503.
 - Do not use spray on insulation systems.

- Do not apply insulation prior to pressure testing of systems.
- Ensure surfaces are clean and dry prior to application of insulation.
- Insulation system material inside the building shall not have a flame spread rating greater than 250 or a smoke developed rating greater than 50 in accordance with code requirements and in conjunction with CANULC S102.
- Thermal insulation performance (conductivity, thickness, etc.) shall meet or exceed the requirements of the National Energy Code of Canada and ASHRAE 90.1.
- Mineral fibre insulation shall conform with the requirements of CANULC-S114. Elastomeric insulation shall conform with the requirements of ASTM C534.
- Blanket mineral fibre insulation to ASTM Standard C553. Apply to ceiling or domestic cold water pump casing, hot drain sumps inside the building, water meters, top of radiant ceiling panel, top of ceiling above chilled water beams.
- Seal Rigid Mineral fibre insulation to ASTM Standard C1930. Apply to unmineralized hot water storage tanks, shell and tube heat exchangers, heating water air separators, chilled water expansion tanks.
- Remove insulation shall be removed in accordance with WorkSafeBC requirements and to achieve the required system performance.
- Upon completion of the balancing work, the Contractor shall provide a balancing report summarizing the final supports and arrangements. The report shall be stamped and signed by the British Columbia registered Professional Engineer or Certified Technician.
- The balancing report shall include a schematic diagram of the system showing all equipment, outlets, valves, etc. being balanced.
- Balancing report to include any notable observations, deficiencies or excessive noise issues.
- Balancing reports shall be submitted within 10 working days of the project Substantial Completion.
- Upon review of the balancing report the Engineer may request up to 10% of the terminal devices and equipment be retested at no additional cost to the Client.
- Balancing shall be undertaken in accordance with the National Standards for a Total System Balance published by the Associated Air Balance Council, or the Procedural Standards for Testing, Adjusting & Balancing of Environmental Systems published by the National Environmental Balancing Bureau.
- The following information shall be included as part of the balancing report:
 - Handling Units
 - Equipment manufacturer, model and serial number
 - Required Supply air flow and actual air flow
 - Required Return air flow and actual air flow
 - Required Outdoor air flow and actual air flow at minimum outdoor air damper position
 - Suction pressures, discharge pressures and static pressure across each fan
 - Motor horsepower rating, voltage,

APPENDIX B: SAMPLE CONTRACT AND CERTIFICATE OF INSURANCE



Services Agreement

Contract #: YYYY-##-DEPT_CONTRACTOR_NAME
Project: PRJ #24038 – NDCC RTU Replacement
GL Code: CAP1482-100

THIS AGREEMENT executed and dated for reference the:

____ day of _____, 2025
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY
(hereinafter called the **RDCK**)

at the following address:

Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

AND

ADD CONTRACTOR NAME

(hereinafter called the **CONTRACTOR**)

at the following address:

Add address

City, Province, Postal Code

Agreement Administrator: Carolyn Hogan

Telephone #: 250.551.5815

Email: CHogan@rdck.bc.ca

Agreement Administrator: Add name

Telephone: Add phone #

Email: Add email

1 FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE RDCK AND THE CONTRACTOR AGREE AS FOLLOWS:

- (a) **SERVICES:** The Contractor shall provide the services detailed in **SCHEDULE A** of this Agreement (the **SERVICES**).
- (b) **CHANGES TO SERVICES:** The RDCK and the Contractor acknowledge that it may be necessary to modify the Services, the Project schedule and/or the Budget in order to complete the Project. In the event that the RDCK or the Contractor wishes to make a change or changes to the Services, the Project schedule and/or the Budget it shall notify the other of the proposed change and reason(s) therefore. The party receiving the notification shall review and consider the proposal for change and shall as soon as is reasonably possible and no longer than within five (5) working days, advise in writing the party proposing the change whether it agrees to the change. Where the parties agree to the change, such agreement will form part of this Agreement and be formalized by means of an AGREEMENT AMENDMENT or CHANGE ORDER.
- (c) **TERM:** Notwithstanding the date of execution of this Agreement the Contractor shall provide the Services described in Schedule A hereof commencing on **[Start Date]** and ending on **[End Date]** (the **TERM**).

- (d) **LOCATION:** The location for delivery of the Services shall be Nelson & District Community Centre located at 305 Hall Street, Nelson, BC.
- (e) **CONTRACT PRICE/RATE:** \$[Amount] (excluding GST) at the rates and on the terms set out in Schedules B and C.
- (f) **BILLING DATE:** Choose Billing Option.
- (g) The following Schedules incorporated into, and form part of this Agreement.
 - Schedule A: Description of the Services and Scope of Work
 - Schedule B: Payment Clauses
 - Schedule C: Pricing Schedules (from Bid)
 - Schedule D: General Contract Conditions
 - Schedule E: Personnel and Equipment List (from Bid) (if applicable)
 - Schedule F: Proposed Sub-Contractors (from Bid) (if applicable)
 - Schedule G: Schedule of Addenda (if issued)
- (h) The following terms and conditions are incorporated into, and form part of this Agreement:

GENERAL CONTRACT CONDITIONS

2 The Contractor shall:

- (a) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services;
- (b) At all times, treat as confidential all information and material supplied to or obtained by the Contractor or subcontractor as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK;
- (c) Not perform any service for any other person, firm or corporation which, in the reasonable opinion of the RDCK, may give rise to a conflict of interest;
- (d) Be an independent Contractor and not the servant, employee or agent of the RDCK;
- (e) Ensure all persons employed by it to perform the Services are competent to perform them, adequately trained, fully instructed and supervised;
- (f) Ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not to the RDCK with the Contractor being solely responsible for the arrangement of reliefs and substitutions pay supervision, discipline, employment insurance, workers compensation, leave and all other matters arising out of the relationship of employer and employee;
- (g) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money;
- (h) Accept instructions from the RDCK, provided that the Contractor shall not be subject to the control of the RDCK in respect of the manner in which such instructions are carried out;
- (i) Use due care that no person or property is injured and no rights infringed in the performance of the Services, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Services or in any other respect whatsoever.

ASSIGNMENT

- 3 The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, any portion thereof, or their right, title, or interest therein, or their obligations there under without written consent of the RDCK which consent may be withheld unreasonably, except for an assignment to a bank of the payments to be received by the Contractor from the RDCK.

INSURANCE

- 4 The Contractor must provide the RDCK with a certificate of insurance upon execution of this Agreement in a form acceptable to the Chief Financial Officer of the Regional District and shall, during the Term of this Agreement, take out and maintain the following insurance coverage:

- (a) Automobile Liability (third party) insurance with a minimum limit of **\$5,000,000**.
- (b) comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in the amount of **\$5,000,000 dollars per occurrence with a maximum deductible of \$5,000**;

Such insurance will:

- (i) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;
 - (ii) include the Contractor's Blanket contractual liability;
 - (iii) include a Cross Liability clause;
 - (iv) include occurrence property damage;
 - (v) include personal injury;
 - (vi) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);
 - (vii) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;
 - (viii) require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.
- (c) course of construction/builders risk coverage for the full replacement cost of the project plus 10% with a maximum \$10,000 deductible.

INDEMNITY

- 5 Notwithstanding the provision of any insurance coverage by the RDCK, the Contractor shall indemnify and save harmless the RDCK, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as Claims), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its

subcontractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDCK its other contractor(s), assign(s) and authorized representative(s) or any other persons.

COMPLIANCE WITH WORKERS COMPENSATION ACT

- 6 The Contractor shall ensure compliance, on their part and on the part of all of their Sub-Contractors, with the Workers Compensation Act and the Occupational Health and Safety Regulations thereunder.
- 7 Prior to supplying any of the Services in the Contract, the Contractor must provide the RDCK with the Contractor's WorkSafe BC number, and must pay and keep current during the term of the Contract, all assessments required by WorkSafe BC in relation to the supply of the Services or the Contract Price. In any case where pursuant to the provisions of the Workers Compensation Act, an order is given to the Contractor, or one of their Sub-Contractors in respect to their operations under the Contract to cease operations because of failure to install or adopt safety devices or appliances or methods as directed, or required by the Workers Compensation Act or Regulations there under, or because conditions of immediate danger exist that would be likely to result in injury to any person, and the Contractor is not available or capable of removing the danger to life or equipment resultant from the Contractor's operations then the RDCK may issue a Written Notice to the Contractor and may immediately arrange for the removal of this danger and the Contractor shall be liable for the costs of such arrangements, but such act by the RDCK shall not relieve the Contractor of responsibility for injury, loss of life, or damage which may occur in that situation.
- 8 In the event that the Contractor refuses or fails to comply with an order under the Workers Compensation Act or Regulations thereunder, so that the supply of the Services is stopped, the RDCK may, upon written notice, terminate the Contract and proceed in accordance with Sections 21, 22, 23, 24 - *RDCK's Right to Terminate the Contract*.
- 9 The Contractor shall, during the term of the Contract, maintain Workers Compensation Insurance in order to fully protect both its employees and the RDCK as may be required by law during the term of the Contract and shall on each anniversary date of the Contract, provide the RDCK with proof of payment of claims in good standing with WorkSafe BC by way of a WorkSafe BC Clearance Letter. The Contractor will be responsible for all fines, levies, penalties and assessments made or imposed under the Worker's Compensation Act and regulations relating in any way to the Services, and indemnify and save harmless fines, levies, penalties and assessments.

HEALTH AND SAFETY

- 10 The Contractor shall be solely and completely responsible for ensuring safety of all persons and property during the supply of the Services. This requirement shall apply during the Contract period and not be limited to normal working hours.
- 11 The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Contractor, or of their employees, workmen or agents.
- 12 The Contractor shall satisfy the Manager that a safety program has been developed in accordance with the Occupational Health and Safety Regulations, and Safe Work Practices and Procedures of WorkSafe BC and shall incorporate all of the RDCK's operating requirements and restrictions.
- 13 The Contractor shall assign an individual responsible and authorized to supervise and enforce compliance with all safety regulations required in the supply of the Services.

INTENT OF CONTRACT DOCUMENTS

- 14** The intent of the Contract Documents is that the Contractor shall provide all materials, supervision, labour, equipment and all else necessary for or incidental to the proper supply of the Services described in **SCHEDULE A** and all incidental work to supply the Services. This is not an Agreement of employment. The Contractor is an independent Contractor and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other.

RDCK REPRESENTATIVE'S AUTHORITY

- 15** The RDCK Representative will observe the supply of the Services in progress on behalf of the RDCK. The RDCK Representative will have the authority to stop the supply of the Services whenever such stoppage may be necessary, in their opinion, to ensure the proper supply of the Services in accordance with the provisions of the Contract.

NOTICE TO PROCEED

- 16** Following the execution of the Contract by the Contractor and the provisions of the required Irrevocable Commercial Letter of Credit and insurance policies, a written Notice to Proceed with the supply of the Services will be given to the Contractor by the RDCK. The Contractor shall supply the Services at the time specified in the Contract or, if applicable, begin supplying the Services on the first day of the Term and shall proceed with the supply of the Services regularly and without interruption thereafter throughout the Term, unless otherwise directed in writing by the Manager or RDCK.

RDCK'S RIGHT TO OBTAIN SERVICES FROM OTHER SUPPLIERS

- 17** If the Contractor should refuse or fail to supply adequate workmanship, products, or machinery and equipment for the scheduled supply of the Services, or neglects to supply the Services properly, or fails to perform any of the provisions of the Contract, then the RDCK, without prejudice to any of its other rights under the Contract, may notify the Contractor in writing, that the Contractor is in default of their contractual obligations, and instruct him to correct the default within forty-eight (48) hours.
- 18** If the correction of the default cannot be completed within forty-eight (48) hours as specified, the Contractor shall be considered to be in compliance with the RDCK's instruction if it commences the correction of the default within the specified time, and in addition provides the RDCK with a schedule that is acceptable to the RDCK in its sole discretion for such correction and completes the corrections in accordance with such schedule.
- 19** If the Contractor fails to comply with the provisions of this section the RDCK may, without prejudice to any other right or remedy they may have, obtain the supply of Services from another supplier and may deduct the cost thereof from the payment then or thereafter due the Contractor, or may without notice to the Contractor deduct the cost from the amount secured under the Contract Security.

RDCK'S RIGHT TO TERMINATE THE CONTRACT

- 20** If the Contractor should:
- (a) be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is appointed on account of their insolvency, or
 - (b) fail to make sufficient payments due to their Sub-Contractors, or suppliers, or
 - (c) disregard laws or regulations that apply to the supply of the Services, or the RDCK's instructions, or

- (d) abandon the supply of the Services, or
- (e) otherwise violate the conditions of the Contract, the RDCK shall, by written notice, instruct the Contractor to correct the default within forty-eight (48) hours.

- 21** If the default is not corrected within forty-eight (48 hours), then the RDCK may, without prejudice to any other right or remedy they may have, terminate the Contract. If notice has been given to the Contractor under Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*, then a further notice and time to correct the default is not required and that in addition to correcting the default RDCK may without further notice proceed to terminate the Contract.
- 22** If the RDCK terminates the Contract under the conditions set out above, the RDCK shall be entitled to:
- (a) obtain the supply of the Services by whatever method is deemed expedient but without undue delay or expense;
 - (b) withhold any further payments to the Contractor until the supply of the Services is finished;
 - (c) upon completion of the supply of the Services, determine the full cost of obtaining the supply of the Services including compensation to the RDCK for this additional service and a reasonable allowance to cover the costs of any corrections required under the guarantee, and charge the Contractor the amount by which the full cost exceeds the unpaid balance of the Contract Price; or if such cost of obtaining the supply of the Services is less than the unpaid balance of the Contract Price, pay the Contractor the difference; or if such cost of finishing the supply of the Services is greater than the unpaid balance deduct the difference from the Irrevocable Commercial Letter of Credit.
- 23** It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or lockout of the employees of the RDCK taking place during the term of the Contract, during which the supply of the Services may be interrupted or blocked, that the provisions of the Contract requiring payment by the RDCK to the Contractor shall be renegotiated on the basis of the Contractor's actual proven costs for the period.
- 24** It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or lockout of the employees of the Contractor taking place during the term of the Contract, during which the supply of the Services may be interrupted or blocked, that the RDCK shall at its option and without penalty or further payment to the Contractor, have the right to unilaterally terminate the Contract, and to remove the Contractor, their employees and equipment from the Site.

CONTRACTOR'S RIGHT TO STOP SUPPLY OF SERVICES OR TERMINATE THE CONTRACT

- 25** If the supply of the Services should be stopped or otherwise delayed for a period of ninety (90) days or more under an order of any court, or other public authority, and provided that such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy they may have, by giving the RDCK written notice, hold the RDCK in default.
- 26** The Contractor may notify the RDCK in writing that the RDCK is in default of its contractual obligations if the RDCK, subject to requirements of these Contract General Conditions fails to pay to the Contractor when due, any amount due and owing to the Contractor under the Contract. Such written notice shall advise the RDCK that if such default is not corrected within thirty (30) calendar days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy it may have, stop the supply of the Services and terminate the Contract.

- 27 If the Contractor terminates the Contract under the conditions set out above, they shall be paid for all Services supplied and for any loss sustained upon products and construction machinery and equipment, with reasonable profit up to the time that the Contract is terminated. If the Contractor terminates the Contract this is their sole remedy and the RDCK will not be liable for any additional costs or for any loss of profit following termination.

SUB-CONTRACTORS

- 28 The Contractor agrees to preserve and protect the rights of the RDCK with respect to any supply of Services or work performed under the Contract and shall:
- (a) enter into Contracts or written Agreements with the Sub-Contractors requiring them to supply Services and perform work in accordance with and subject to the terms and conditions of the Contract Documents; and
 - (b) be as fully responsible to the RDCK for acts and omissions of the Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.
- 29 The Contractor therefore shall incorporate all terms and conditions of the Contract General Conditions into all Sub-Contract Agreements they enter into with their Sub-Contractors, insofar as they are applicable.
- 30 The Contractor agrees to employ only those Sub-Contractors proposed by him in writing in Schedule E-Proposed Sub-Contractors, and accepted by the RDCK for such portions of the supply of the Services as may be designated.
- 31 The RDCK may, for reasonable cause, object to the use of a proposed Sub-Contractor and require the Contractor to employ another that is acceptable to the RDCK. Under these circumstances, the RDCK will advise the Contractor, in writing, of its objection to a Sub-Contractor. The Contractor shall provide the names of alternate Sub-Contractors for that part of the supply of the Services, each of whom must be acceptable to the RDCK. The Contractor and the RDCK will then agree as to which new Sub-Contractor shall be used.
- 32 Nothing contained in the Contract General Conditions shall create any contractual obligation between any Sub-Contractor and the RDCK.
- 33 Sub-Contractors shall not further sub-contract any portion of the supply of the Services that is the subject of their sub-contract without prior written approval of the RDCK, which may not be withheld unreasonably.

PRIVATE LAND

- 34 If applicable, it shall be the Contractor's responsibility to ascertain the boundaries within which the supply of Services must be confined. The Contractor shall not enter upon lands other than those provided by the RDCK for any purpose without obtaining prior written permission of the land-owners and occupiers. A copy of the written permission is to be provided to the RDCK prior to entry upon private lands.
- 35 The Contractor shall not enter upon lands owned by others on which the RDCK has easements or rights-of-entry without having received the prior written authorization of the RDCK for such entry. It shall be the Contractor's responsibility to ascertain from the RDCK the conditions on which easements of rights-of-entry have been granted on private lands and to abide by these conditions throughout.

DISPUTE RESOLUTION

- 36** All claims, disputes or issues in dispute between the RDCK and the Contractor shall be decided by mediation or arbitration if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia. All procedures for the resolution of disputes arising in relation to the Contract shall be governed by the laws of British Columbia, Canada.
- 37** In the event that the parties agree to arbitration, the arbitration shall be governed by the rules of the British Columbia International Arbitration Centre, except that the Arbitrator(s) shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia, Canada.
- 38** Arbitration will take place in the Southern Interior of British Columbia and be governed by the laws of the Province of British Columbia, Canada.

TAXES AND DUTIES

- 39** The Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract including but not limited to any GST or PST. The Contractor is required to identify any applicable tax separately on all invoices and the RDCK is liable to pay this amount to the Contractor. Where an exemption of government sales taxes, custom duties or excise taxes is applicable to the Contract by way of the Contractor filing claims for, or cooperating fully with the RDCK and the proper authorities in seeking to obtain such refunds, the procedure shall be established in a Supplementary Condition.

STAFF RESOURCES AND MANAGEMENT

- 40** The Contractor shall, at all times during the term of the Contract, have a Supervisor charged with the responsibility of supervising the operations of the Contractor and shall maintain a local office at all times and a telephone staffed during all working hours throughout the duration of the Contract.
- 41** The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff for the operation of the Contract and shall make available a sufficient number of staff to complete the supply of the Services. Failure or delay in the performance of the Contract due to the Contractor's inability to obtain personnel of the number and skill required shall constitute a default of the Contract.
- 42** The Contractor shall ensure that no person will be discriminated against because of race, colour, sex, age, religion or origin. Wages and hours of labour employed shall be in accordance with all applicable federal, provincial and municipal enactments. The Contractor shall, at all times, enforce discipline and good order among their employees, and shall not employ on the Site any unfit person or anyone not skilled in the work assigned to them. Any persons employed on the Site, who become intoxicated, intemperate, disorderly, incompetent or willfully negligent, shall, at the written request of the RDCK Representative, be removed from the Site and shall not be employed again in any portion of the supply of the Services without the approval of the RDCK Representative.

EMERGENCY CALL OUTS

- 43** Before commencement of the Contract, the Contractor shall provide to the Owner with a list of at least three names and telephone numbers of the Contractor's representatives who can be called outside normal working hours to act for the Contractor for emergency "call outs" in connection with Work under the Contract. Names are to be listed in Schedule E – *Personnel and Equipment*. At least one person on the list shall be available at all times outside of normal working hours. The Contractor shall issue an updated list whenever a change in call out personnel or phone numbers is made.

RIGHT TO AUDIT

- 44 Upon reasonable notice the Contractor and/or any Sub-Contractors shall provide the RDCK and its internal auditors, external auditors, its regulators and such other entities/persons as the RDCK may designate, with unrestricted access at reasonable times to the data and records relating to the supply of the Services, including but not limited to the Contractor's marketing and sale of the recyclable material, the amounts charged to the RDCK by the Contractor, and the amounts of any commodity value rebates that are payable. Such access will be provided in order to verify the accuracy of charges and invoices for the Services supplied.

CHANGE IN THE SERVICES

- 45 The RDCK, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Services. The Contractor shall proceed with the supply of the Services as changed and the Services shall be supplied under the provisions of the Contract. No changes shall be undertaken by the Contractor, without written order from the RDCK, except in an emergency endangering life or property, and no claims for additional compensation shall be valid unless the change in writing was so ordered.
- 46 If such changes affect the requirements of the Contract, they will be so specified at the time of ordering the changes. The value of the addition or deduction from the Contract Price, and the method of determining such value, shall be by unit prices or combinations of unit prices as specified in Schedule C -Pricing Schedules, or use one of more of the following methods in deciding such value:
- by unit prices submitted in the Proposal
 - by unit prices submitted by the Contractor and accepted by the RDCK
 - by lump sum on the Contractor's estimate and accepted by the RDCK
 - on a force account basis as specified hereinafter.

INSPECTION OF THE WORK

- 47 The Owner's Representative will inspect the Work during the period of operation and will observe the Work in progress on behalf of the Regional District. The Owner's Representative will have the authority to stop the Work whenever such stoppage may be necessary, in his opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract Agreement.
- 48 The Regional District and its representatives shall at all times have access to the Work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.
- 49 If the specifications, the Regional District's instructions, laws, ordinances, or any public authority requires any Work to be specially tested or approved, the Contractor shall give the Owner's Representative timely notice of his readiness for inspection, and if the inspection is by an authority other than the Regional District, the date fixed for such inspection.
- 50 If any Work should be covered up without approval or consent of the Regional District it must, if required by the Regional District, be uncovered for examination at the Contractor's expense.
- 51 Examination of questioned Work may be ordered by the District and if so ordered the Work shall be uncovered by the Contractor. If such Work is found not to be in accordance with the Contract Documents through the fault of the Contractor, the Contractor shall pay the cost of examination and replacement of the Work. If such Work is found to be in accordance with the Contract Documents, the Regional District shall pay these costs.

CONTRACT PERFORMANCE REVIEWS

- 52 From time to time as deemed necessary, the Manager may request that the Contractor participate in a Contract performance review. Documented performance arising from such reviews may be used as basis for alteration of the description of Services or suspension/termination of the Contract.

RIGHTS OF WAIVER

- 53 A waiver of any breach of or provision of the Contract will not constitute or operate as a waiver or any other breach of any other provision, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

DUTY OF CARE

- 54 The Contractor acknowledges that the RDCK, in the preparation of the Contract documents, provision of oral or written information to Proponents, review of Proposals or the carrying out of the RDCK's responsibilities under the Contract, does not owe a duty of care to the Contractor and the Contractor waives for itself and its successors, and waives the right to sue the RDCK in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of the Contract documents, provision of oral or written information to Proponents, review of Proposals or the carrying out of the RDCK's responsibilities under the Contract.

SEVERABILITY

- 55 All sections of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more sections herein are void the validity of the remaining paragraphs hereof will not be affected.

COMPLIANCE WITH PERMITS, LAWS AND REGULATIONS

- 56 The laws and regulations of the place where the Services are supplied shall govern.
- 57 The Contractor shall give all required notices and comply with all laws, ordinances, regulations, codes and orders of all authorities having jurisdiction relating to the supply of the Services, to preservation of public health, and to construction safety. If the Contractor observes anything in the Contract Documents to be at variance with the foregoing, they shall promptly notify the RDCK, in writing, and await the RDCK instructions. If the Contractor supplies any Services or performs any work, knowing it to be contrary to such laws, ordinances, regulations, codes or orders, and without giving notice requesting instructions from the RDCK, they shall bear all costs arising there from.
- 58 The Contractor shall, at their own expense, procure all permits, licenses and certificates required by law for the supply of the Services.
- 59 The Contractor will give all notices and obtain all the licenses and permits required to supply the Services. The Contractor will comply with all laws applicable to the supply of the Services and performance of the Contract.
- 60 This Agreement shall be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

SECURITY FOR SUPPLY OF SERVICES

- 61 Unless otherwise agreed in writing by the RDCK may, in its absolute discretion, the Contractor shall provide

to the RDCK Contract Security for the performance of its obligations under the Contract.

a. Performance Bond

Provide security for performance of the Contract in the form of a Performance Bond for 50% of the Contract Price.

Bond shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the Place of the Work.

Bond shall name the Regional District of Central Kootenay as the obligee and shall be signed, sealed, and dated by both Contractor and surety company.

Submit bond to Owner within 15 days after contract award.

Alternatively, and subject to mutual agreement, the Owner may retain as contract security a certified cheque, bank draft or irrevocable letter of credit provided as bid security.

b. Labour and Material Payment Bond

Provide security for payment of labour and material provided in the performance of the Work in the form of a Labour and Material Payment Bond for 50% of the Contract Price.

Bond shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the Place of the Work.

Bond shall name the Regional District of Central Kootenay as the obligee and shall be signed, sealed, and dated by both Contractor and surety company.

Submit bond to the Owner within 15 days after contract award.

Alternatively, and subject to mutual agreement, the Owner may retain as contract security a certified cheque, bank draft or irrevocable letter of credit provided as bid security.

c. Certified Cheque or Bank Draft

The Contractor may provide, in lieu of the specified Performance Bond, security for performance of the Contract in the form of a certified cheque or bank draft for 10% of the Contract Price.

The certified cheque or bank draft shall be in favour of the Regional District of Central Kootenay.

The certified cheque or bank draft will be deposited and the monies will not be returned to the Contractor, in whole or in part, until satisfactory performance of all of the Contractor's obligations under the Contract.

Provided the Contractor has satisfactorily fulfilled all of its obligations under the Contract, the Owner will return to the Contractor 75% of the monies provided as contract security without interest, no later than 30 days after Substantial Performance of the Work. The remaining 25% will be returned to the Contractor one year after Substantial Performance of the Work subject to no deficiencies being identified at the One Year Warranty Inspection.

Submit certified cheque or bank draft to the Owner within 15 days after contract award.

d. Irrevocable Bank Letter of Credit

The Contractor may provide, in lieu of the specified Performance Bond or the specified certified cheque or bank draft, security for performance of the Contract in the form of an irrevocable bank letter of credit for 10% of the Contract Price.

The letter of credit shall be in favour of the Regional District of Central Kootenay.

The letter of credit shall have an expiry date no earlier than 24 months from the date of the tender close.

The letter of credit will not be returned to the Contractor until satisfactory performance of all of the Contractor's obligations under the Contract.

Provided the Contractor has satisfactorily fulfilled all of its obligations under the Contract, the Owner will return the letter of credit to the Contractor one year after Substantial Performance of the Work subject to no deficiencies being identified at the One Year Warranty Inspection.

Submit the letter of credit to the Owner within 15 days after contract award.

FORCE MAJEURE

62 In the event that either party is rendered wholly or partly unable to perform its obligations hereunder as a result of an event of Force Majeure, then subject to the RDCK's right of termination under Sections 21, 22, 23, 24 - *RDCK's Right to Terminate the Contract.*, that party will be excused from whatever performance is affected by the event of Force Majeure, to the extent so affected, provided that:

- (a) the non-performing party promptly after the occurrence of the event of Force Majeure gives the other party notice describing the particulars of the occurrence;
- (b) the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure;
- (c) the non-performing party uses reasonable commercial efforts to remedy its inability to perform; and
- (d) when the non-performing party is able to resume performance of its obligations hereunder, that party will give the other party written notice thereof.

GENERAL

63 Time shall be of the essence of this Agreement.

64 Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.

65 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.

66 A waiver of any provision or breach by the Contractor of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.

67 A waiver under Section 66 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

68 Everything produced, received or acquired (the "Material") by the Contractor or subcontractor as a result

of this Agreement, including any property provided by the RDCK to the Contractor or subcontractor, shall:

- (a) be the exclusive property of the RDCK; and
- (b) be delivered by the Contractor to the RDCK immediately upon the RDCK giving notice of such request to the Contractor.

69 The copyright in the Material belongs to the RDCK.

70 The RDCK may, at its discretion, notify the Contractor that the terms, amounts and types of insurance required to be obtained by the Contractor hereunder be changed.

71 Where the Contractor is a corporation, it does hereby covenant that the signatory hereto has been duly authorized by the requisite proceedings to enter into and execute this Agreement on behalf of the Contractor.

72 Where the Contractor is a partnership, all partners are to execute this Agreement.

73 Sections 2 c), d), Sections 5 and 69 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.

74 Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the Community Charter or the Local Government Act or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

REGIONAL DISTRICT OF CENTRAL KOOTENAY	ADD CONTRACTOR NAME
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)

SCHEDULE A: DESCRIPTION OF SERVICES

INSERT SCOPE OF WORK FROM RFP

SAMPLE

SCHEDULE B: CONTRACT PAYMENT TERMS

BUDGET

- 1 Total budget shall not exceed \$[Amount] (excluding GST). Costs shall be based on amounts in Schedule C (excluding GST).

INVOICING

- 2 Invoices to be submitted Choose Billing Option.
- 3 The following contract number and GL code(s) **must** be quoted on the invoice(s):

Contract Number: YYYY-##-DEPT_CONTRACTOR_NAME
GL Code: CAP1482-100
- 4 Invoices must be emailed to ap@rdck.bc.ca, with a COPY sent to the contract administrator identified on the first page of this contract in cc.
- 5 Invoices to be paid on net 30 day term.
- 6 The Contractor's GST number must be included on invoices where GST is applicable, in which case, GST shall also be listed as a separate line item.
- 7 The Contractor's name on the invoice must match the name identified in the first page of this contract.
- 8 Invoices for work performed in the calendar year shall be emailed to ap@rdck.bc.ca no later than January 15th of the following year.

PAYMENT WITHHELD OR DEDUCTED

- 9 The RDCK may withhold payment on any Progress Payment as may be necessary or prudent to protect itself from loss on account of:
 - (a) the Contractor is not making satisfactory progress with the supply of the Services;
 - (b) defective Services which are not remedied;
 - (c) if applicable, there are claims of lien, or liens (or a lien) filed against any premises of which the Services are supplied or being supplied, or reasonable evidence of the probable filing of such claims of lien or of filing or registration of liens (or a lien) as a result of the failure of the Contractor to make payment properly to Sub-Contractors or for materials, labour, or otherwise;
 - (d) damages caused to another party by the Contractor;
 - (e) any other evidence of loss or danger of loss on the part of the RDCK, resulting from of the Contractor's operations.
 - (f) the RDCK has corrected deficiencies under Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*.

MONIES DUE TO THE RDCK

- 10 The Contractor's payment for any commodity value to the RDCK, if any is required by the Contract, will be provided to the RDCK monthly.
- 11 All monies payable to the RDCK by the Contractor under any stipulation herein or as provided in Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*, or Section 6 of this Schedule - *Liquidated Damages*, may be retained by the RDCK out of any monies due, or which may become due, from the RDCK to the Contractor under this or any other Contract with the RDCK, or the RDCK may demand payment to the RDCK by the Contractor, or the RDCK may deduct monies from the Irrevocable Commercial Letter of Credit. The RDCK shall have full authority to withhold any amount or estimated amount, if circumstances arise which may indicate the advisability of so doing, though the final sum to be retained may be unascertained.
- 12 The RDCK may also, at its discretion, calculate into the monies due to the RDCK, the RDCK's staff time plus a 10% overhead in any event where the RDCK has had to correct deficiencies as per Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*.

LIQUIDATED DAMAGES

- 13 In case the Contractor fails to commence or complete the supply of the Services in accordance with the Contract, and to the satisfaction of the Manager, within the time or times specified, the Contractor shall pay to the RDCK a sum of the annual Contract Price divided by 365 for each and every day that the Services have not been supplied after the times specified; which sum or sums, in view of the difficulty of ascertaining the losses which the RDCK will suffer by reason of delay in the supply of Services, is hereby agreed upon and fixed as a reasonable measure of the RDCK's costs and determined by the parties hereto as the liquidated damages that the RDCK will suffer by reason of said delay and default, and not as a penalty. The RDCK may deduct and retain the amounts of such liquidated damages as per Sections 10,11 and 12 of this Schedule - *Monies Due to the RDCK*.

NEGOTIATIONS DURING CONTRACT TERM

- 14 If the RDCK requires changes to the supply of the Services, negotiations for payment to the Contractor for Services not specified herein shall be based on a comparison of similar Services that are specified herein, and as specifically measured by the increase or decrease in process time required, manpower, equipment, etc., each of which will be specifically identified, fully itemized, and at the discretion of the Manager, justified. If similar comparison is not practical, then the item will be specifically negotiated, based on time required, manpower, equipment, etc., each of which will be specifically identified and fully itemized.
- 15 Subject to the provisions of this Agreement, pay the Contractor, in full payment for the Services which in the opinion of the RDCK at the times set out is Schedule B of this Agreement (herein called "**CONTRACT PRICE**"), and the Contractor shall accept such payment as full payment for the Services;
 - a. Notwithstanding Subsection 18(a), not be under any obligation to advance to the Contractor more than 90% of the Contract Price for Services rendered in accordance with Schedule A to the satisfaction of the RDCK. The 10% holdback shall be retained and paid back in accordance with the *Builder Lien Act*;
 - b. Providing that it is not in breach of any of its obligations under this Agreement, holdback from the Contract Price in addition to the 10% holdback contemplated in Subsection 18(b), sufficient monies to indemnify the RDCK completely against any lien or claim of lien arising in connection with the provision of the Services;

SCHEDULE C: PRICING SCHEDULES

INSERT SCHEDULE PROVIDED BY PROPONENT

SAMPLE

INSERT ADDITIONAL SCHEDULES AS NEEDED

SAMPLE



Certificate of Insurance Form

Service Agreement

This certifies that policies of insurance as described below have been issued to the Insured named below and are in full force and effect at this time.

NOTE: PROOF OF INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY. INSURANCE COMPANIES MUST BE LICENSED TO OPERATE IN CANADA AND HAVE A MINIMUM AM BEST RATING OF A- OR HIGHER.

This Certificate is issued to the Regional District of Central Kootenay

Insured Name: _____

Address: _____

Broker Name: _____ Agent's Name: _____

Address: _____ Phone: _____

Title, number and nature of contract, permit, lease, license or operation to which this Certificate applies:

Type of Insurance	Insurer Name and Policy Number	Policy Term dd/mm/yy	Limits of Liability/Amounts
Section 1 Commercial General Liability Occurrence Form Claims Made Form		From: To:	Bodily Injury, Death & Property Damage \$ _____ Per Occurrence \$ _____ Aggregate \$ _____ Deductible
Section 2 Umbrella Liability Excess Liability		From: To:	\$ _____ Umbrella Liability \$ _____ Excess Gen. Liability
Section 3 Professional/Errors and Omissions Liability Occurrence Form Claims Made Form		From: To:	\$ _____ Per Claim \$ _____ Aggregate \$ _____ Deductible Per Claim

Section 4 Environmental Impairment Liability Occurrence Form Claims Made Form		From: To:	\$ _____ Per Occurrence \$ _____ Aggregate \$ _____ Deductible
Section 5 Automobile Liability (owned or leased vehicles)	If insured by ICBC, attach a copy of the ICBC form APV-47	From: To:	Personal Injury & Property Damage \$ _____ Limit
Section 6 Other (Specify)		From: To:	\$ _____ Limit \$ _____ Aggregate \$ _____ Deductible
Section 7 Other (Specify)		From: To:	\$ _____ Limit \$ _____ Aggregate \$ _____ Deductible

Details of Coverage (Sections 1 & 2): ☒ indicates that the coverage is included.

The Regional District of Central Kootenay, its officials, officers, employees, servants and agents added as Additional Insured

Blanket Contractual

Cross Liability/
Severability Interests

Occurrence Property Damage

Personal Injury

Premises & operations

Waiver of subrogation in favour of the RDCK

Coverage is primary and not contributory

30 days notice of cancellation

Particulars of Environmental Impairment Liability Insurance (Section 4) ☒ indicates that the coverage is included.

The Regional District of Central Kootenay, its officials, officers, employees, servants and agents added as Additional Insured

Blanket Contractual

Cross Liability/
Severability Interests

Waiver of subrogation in favour of the RDCK

Coverage is primary and not contributory

30 days notice of cancellation

Details of Coverage (Sections 6): ☒ indicates that the coverage is included.

Details of Coverage (Sections 7): ☒ indicates that the coverage is included.

These policies comply with the insurance requirements of the governing contract, permit, lease, license or other requirements of the Regional District of Central Kootenay. It is understood and agreed any deductible or reimbursement clause contained in the policy shall be the sole responsibility of the Named Insured.

Signature and Broker's Stamp
Authorized to Sign on Behalf of Insurers

Title

Date Signed