

Request for Proposals

ERICKSON WATER SYSTEM – METER PIT INSTALLATIONS PRJ24002

Issued: on April 4, 2025

Closing Location:

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

Closing Date and Time:

April 30, 2025 and 10:00am (PST), Local Time

Jeannine Bradley

Project Manager

250.551.7367

JBradley@rdck.bc.ca

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INVITATION & INSTRUCTIONS TO PROPONENTS

1 Invitation & Instructions to Proponents

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 Regional District of Central Kootenay (RDCK) is requesting bids for the install of up to 63 water meter pits and metering assemblies at or near property lines on existing water services throughout Erickson.

The RDCK is seeking Bids for a Contract to supply the Services herein described on or before September 26, 2025.

1.2 Proposal Documents

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

1.3 Intent to Submit

Proponents intending to submit a Proposal should provide an email notification to the RDCK Representative.

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

No Proponent who sends an Intent to Submit email is obligated to submit a Proposal.

1.4 Enquiries

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

Jeannine Bradley
Project Manager
Email: JBradley@rdck.bc.ca

Information about this RFP 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 Proponents at the option of the RDCK.

1.5 Examination of Sites and Local Conditions / Mandatory Site Visit

The Proponent 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 Proposal, by inquiry and by inspection of the Site herein described.

If applicable, the Proponent should examine the Site surroundings and, before submitting a Proposal 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 Proposal.

A mandatory site visit has been scheduled for **10:30 am, Local Time (PST), April 15, 2025**. Attendees shall meet at 1140 - 27th Ave S., Creston, BC.

Attendees are required to submit their intention to attend to:

JBradley@rdck.bc.ca

Project Manager

Email: JBradley@rdck.bc.ca

1.6 Proposal Closing Time and Location

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

1.7 Proposal Submissions

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

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

The RDCK email server has about a 10 mb file size limit. Proponents 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.

Proponents wishing to send or deliver a Proposal submission in paper format to the RDCK must submit one (1) unbound copy of the document in a SEALED envelope clearly labeled **REQUEST FOR PROPOSALS: PRJ24002 - ERICKSON WATER SYSTEM – METER PIT INSTALLATIONS**.

The Proponent'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.

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

Each Schedule of the Proposal Form must be completed and signed by a person authorized to sign on behalf of the Proponent and authorized to bind the Proponent to any statements made in response to this Request for Proposal.

1. The Proponent's name and full mailing address must be clearly marked on the outside of the response envelope.
2. The Proposal must include the Proposal Form.

3. The Proposal must include a complete itemized pricing schedule (Schedule C-Pricing Schedules).
4. The Proposal 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 Proposal must include a list of proposed Sub-Contractors, if any (Schedule F-Proposed Sub-Contractors).
6. The Proposal must include a synopsis of all relevant experience. A list of references shall also be included with the Proposal (Schedule I-List of Previous Experience).

1.8 Ownership of Proposal and Freedom of Information

All responses to this RFP become the property of the RDCK. By submitting a Proposal the Proponent agrees the RDCK has the right to copy the Proposal Documents. Proposals 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 Proposal under that Act. The requirement for confidentiality shall not apply to any Proposal that is incorporated into the Contract for the supply of the Services. Further, the RDCK may disclose all or part of any Proposal 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 Proposal

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

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

Proposals that contain qualifying conditions or otherwise fail to conform to these Instructions to Proponents may be disqualified or rejected by the RDCK in its absolute discretion. The RDCK may at its sole discretion reject or retain for consideration Proposals which are non-conforming including Proposals that do not conform because they do not contain the content or form required by these Instructions to Proponents 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 Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Proposals, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

1.11 Conflict of Interest

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent 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 Proponent shall not communicate to any person prior to the opening of Proposals (other than to the RDCK through the delivery of a Proposal in the prescribed manner) the amount of any Proposal, or at any time adjust the amount of any Proposal 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 Proposal or otherwise collude with any other person in any manner whatsoever in the Proposal process.

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

1.13 Confidentiality

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

1.14 This Request for Proposals is not an Invitation to Tender

There is no obligation for Proponents to enter into a Contract and no Contract is created, intended, or implied by this RFP. Neither the issuance of the RFP nor the submission and receipt of a Proposal constitute a final or any contract between the RDCK and any Proponent. Neither the issuance of this RFP nor the receipt of a Proposal in any way binds the RDCK to proceed with any project, enter into a Contract or obtain any services from any Proponent. No contractual relationship of any kind exists between the RDCK and any Proponent. No contractual relationship of any kind exists between the RDCK and any Proponent unless and until a binding agreement has been executed between a Proponent and the RDCK. This RFP is not a tender.

All Proposals are irrevocable until such time as a Contract is executed by the RDCK and a Proponent. A Proponent wishing to revoke its Proposal must put a request in writing to the RDCK Representative. Any such written request must be signed by the same authorized signatory as in the Proponent's original Proposal.

If a Proposal is selected, it is anticipated that the RDCK will enter into negotiations with the Proponent for the execution of a Contract. It is anticipated that the Contract shall be on substantially the terms and conditions set out in this RFP and as set out in Appendix E; however, 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.

If the RDCK and a Proponent are unable to successfully negotiate and execute a Contract, the RDCK may negotiate and enter into a Contract with any other Proponent.

1.15 Irregularities and Informalities

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

1.16 Discrepancies or Omissions

Proponents 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 Proposal Documents in accordance with section 1.4. Any work on a Proposal done by the Proponent after the discovery of discrepancies, errors or omissions, which the Proponent fails to seek clarification about, shall be done at the Proponent's risk.

1.17 Modification of Terms/Addenda

The RDCK reserves the right to modify the terms of this RFP 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 Proposal shall become a part of the Proposal Documents.

1.18 Liability for Errors

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

1.19 Basis of Contract Award

Proponents 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 Proposal price, but the Proponent'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 Proponent to supply the Services promptly;
- c. the performance of the Proponent on similar projects, record of compliance with all statutes, regulations, and bylaws affecting the Proponent'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 Proposals documents;
- f. conformity of the Proposal to the requirements set forth in the description of Services;
- g. conformance with the timing provided for in the Description of Services;
- h. Proponent's suggested approach to the work;
- i. Force account rates for key personnel, equipment and materials.

	Evaluation Criteria	Points Available
1	Pricing: lowest cost for valid proposal based on unit price and force account rates	60
2	Experience: demonstrated experience on projects similar in nature, size and complexity to this project.	30
3	Schedule: demonstrated ability for contractor to perform the work early, or within the given schedule	10
TOTAL		100

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

Proponents shall be competent and capable of supplying the Services. Proponents 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 Proposals 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 Proposals and to verify all information submitted by Proponents.

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

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

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

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

1.20 Definition of Contract

This RFP 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 Proponent who submits the lowest priced Proposal or with any Proponent. The RDCK will be under no obligation to receive further information, whether written or oral, from a Proponent after the Proposal Closing Time.

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

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent negotiation and full execution of a written agreement will constitute the Contract for the supply of the Services and no Proponent 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 Bonds

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 a certified cheque or 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 Proposals 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 Proposal, it is anticipated that the RDCK and the successful Proponent 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 RFP including the documents listed below:

- Notice to Proceed

- Contract Agreement

 - Schedule A-1: Description of the Services

 - Schedule A-2: Scope of Work

 - Schedule B: Payment Clauses

 - Schedule C-1: Pricing Schedules (from Proposal)

 - Schedule C-2: Force Account Rates (from Proposal)

 - Schedule D: General Contract Conditions

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

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

 - Schedule G: Projected Schedule

 - Schedule H: Schedule of Addenda (if issued)

- 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 Proponent, including terms and conditions that are substantially different from the draft Contract attached.

The Proponent 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.

PROPOSAL FORM



REQUEST FOR PROPOSALS

ERICKSON WATER SYSTEM – METER PIT INSTALLATIONS

PRJ24002

CLOSING DATE & TIME: April 30, 2025, 10:00am PST

REGISTERED COMPANY NAME: _____

MAILING ADDRESS: _____

CITY/POSTAL CODE: _____

EMAIL ADDRESS: _____

WORKSAFE BC ACCOUNT NUMBER: _____

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

The Proponent has carefully examined the Site where the Services will be supplied or used and the Contract Documents for PRJ24002 – Erickson Water System – Meter Pit Installations.

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

This Proposal includes all Addenda numbers _____ to _____ inclusive.

This Proposal includes the bid bond specified in section 1.21.

SCHEDULES

Schedule A-1: Description of Services
Schedule A-2: 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: Projected Schedule
Schedule H: Schedule of Addenda
Schedule I: List of Previous Experience (Contracts)

SCHEDULE A-1: DESCRIPTION OF SERVICES

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: *the install of up to 63 water meter pits and metering assemblies at or near property lines on existing water services, at locations throughout Erickson as listed in Appendix A.*

A detailed description of the Services and relevant Specifications are set out in:

- Schedule A-2-Scope of Work
- Appendix A1-Meter Locations – Area 1
- Appendix A2-Meter Locations – Area 2
- Appendix C-Standard Construction Delay

The total number and locations of sites awarded to each contractor will be determined at the time of contract award. The RDCK reserves the right to allocate work based on project needs, contractor capacity, and pricing considerations. Unit rates provided in this schedule shall remain valid regardless of the final number of meter pits awarded.

The RDCK may, at its discretion, request clarification or additional information from a Proponent with respect to any Proposal and the RDCK may make such requests to only selected Proponents without having any duty to advise any other proponent or to allow them to vary their proposal as a result of changes to the scope of the services or to the contract documents. The RDCK may consider such clarifications or additional information in evaluating a proposal; and the RDCK may enter into a changed or different contract with the proponent(s) proposing the best value, without liability to proponents who are not awarded the contract.

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.

SCHEDULE A-2: SCOPE OF WORK

01 11 00 Summary of Work
01 11 05 Contract Time and Time Control
01 31 13 Project Coordination
01 31 19 Project Meetings
01 32 16 Construction Schedules
01 33 00 Submittal Procedures
01 35 16 Alteration Project Procedures
01 35 29 Work Site Safety
01 41 00 Regulatory Requirements
01 45 00 Quality Control
01 77 20 Contract Acceptance
07 78 39 Project Records Documents

1. WORK OF THIS CONTRACT

.1 Work of this Contract comprises the following:

.1 At the approved locations, provide all labour, materials and equipment required to install water meter pits, metering assemblies and, if approved, any required extra work required to facilitate the work.

.2 Municipal Address: Refer to Appendix A – Meter Locations

.3 Legal Description: Refer to Appendix A – Meter Locations

.4 Physical Limits: Work of the Contract is not necessarily restricted to work within property lines of site, but includes all Work required by Contract Documents, both within and outside property lines.

2. CONTRACT TIME

.1 Refer to Section 01 11 05 – Contract Time and Time Control.

3. CONTRACTUAL ARRANGEMENT

.1 Work shall be performed under an RDCK Services Agreement under a Unit Price Arrangement.

4. RELATED WORK BY RDCK

.1 The RDCK will perform the following work before commencement of the Work of this Contract:

.1 Calibration of water meters.

.2 The RDCK will perform the following work after completion of the Work of this Contract:

.1 Install endpoint components.

5. MATERIALS SUPPLIED BY RDCK

.1 The following Mueller water meter pit materials, including internal plumbing components, shall be provided to the Contractor, as required:

- .1 250CT2460AFBN 24" Dia. x 60" Mueller Tandem Thermo-Coil Mtr Pit w/DCVA Installed
- .2 250CT2448AFBN 24" Dia. x 48" Mueller Tandem Thermo-Coil Mtr Pit w/DCVA Installed
- .3 330CT2460FFBS000696N 24" Dia. x 60" Mueller Tandem Mtr Pit w/1" Coil w/DCVA Installed
- .4 30CT2448FFBS000696N 24" Dia. x 48" Mueller Tandem Mtr Pit w/1" Coil w/DCVA Installed
- .5 500VT3660FFBN 36" Dia. x 60" Mueller Tandem Mtr Vault w/Wilkens DCVA

- .6 500VT3648FFBN 36" Dia. x 48" Mueller Tandem Mtr Vault w/Wilkens DCVA
 - .7 550VT3660FFBN 36" Dia. x 60" Mueller Tandem Mtr Vault w/Wilkens DCVA
 - .8 550VT3648FFBN 36" Dia. x 48" Mueller Tandem Mtr Vault w/Wilkens DCVA
 - .9 790164 2" Thick Insulation Pad for Mtr Pit
 - .10 547743 4" Thick Insulation Pad for Mtr Vault
 - .11 790438 Extension Ring w/18" Opening
 - .12 700098-1 Mtr Pit Frame
 - .13 311955 Mtr Pit Lid - Side Locking Composite
 - .14 311959 Transponder U-Clip for Composite Lid
- .2 The following Badger Recordall Disc Series water meters shall be provided to the Contractor, as required:
- .1 3/4" x 3/4" (7.5") M35 POSITIVE DISPLACEMENT
 - .2 1" M70 POSITIVE DISPLACEMENT
 - .3 1-1/2" M120 POSITIVE DISPLACEMENT
 - .4 2" M170 POSITIVE DISPLACEMENT
- .5 RDCK supplier materials are stored and must be transported by the contractor from the following locations:
- .1 1390 Wenger Road, Arrow Creek, BC V0B 1G9.
 - .2 3718 Haskins Rd, Creston, BC V0B 1G1.

6. SERVICE CONNECTIONS

- .1 As used in this Article, "Utility" means a public or private utility company, or a municipality.
- .2 The following Utility service lines and sources shall be installed as part of this Contract.
 - .1 No new utility service lines are anticipated as part of this contract. If determined necessary, such work may be approved by RDCK as extra work on a time and materials basis.

7. ROADS, CURBS, GUTTERS, AND SIDEWALKS

- .1 Contractor shall be responsible for the following in connection with roads, curbs, gutters and sidewalks occurring outside property lines:
 - .1 Making good of damage to existing roads, curbs, gutters and sidewalks caused by Work of this Contract.
- .2 Contractor shall make arrangements with, pay costs and charges levied by and comply with requirements of authorities having jurisdiction.

8. FUTURE WORK

- .1 Further work may be awarded for additional meter pits installations, pending agreement of necessary Statutory Right of Ways.

9. CONTRACTOR'S USE OF PREMISES

- .1 Contractor shall have partial use of premises for performance of the Work.
- .2 Contractor shall limit his use of premises to the following areas:
 - .1 Contractor shall efficiently use premises, minimizing disruption to landowner where practicable.
 - .2 Contractor to define required staging and stockpile areas required.

10. OTHER OCCUPANCY

- .1 Owner shall coordinate use of premises with the landowner.
- .2 Landowner will permit access to those areas for performance of the Work.

11. RESPONSIBILITY FOR EXISTING PROPERTY

- .1 Contractor shall assume responsibility for premises assigned to him for performance of the Work.
- .2 Contractor shall assume responsibility for and shall make good damage to existing property attributable to performance of Work of this Contract.

END OF SECTION

1. RELATED SECTIONS

- | | |
|----------------------------|------------------|
| .1 Summary of Work: | Section 01 11 00 |
| .2 Construction Schedules: | Section 01 32 16 |
| .3 Contract Acceptance | Section 01 77 20 |

2. DEFINITIONS

- .1 Critical Product: a product whose delivery time is critical to the completion of one or more stages of the Work.

3. CONTRACT TIME

- .1 Time and all time limits stated in the Contract Documents are of the essence of the Contract. Contractor shall perform work expeditiously and with adequate forces to:
- .1 attain completion of each stage of the Work within the time specified herein for completion of each stage, and
 - .2 attain Interim Acceptance of the Work within the specified Contract Time.
- .2 Date of commencement of the Contract shall be the date of issuance of the Letter of Acceptance.
- .3 Commence work at the Place of the Work by: June 16, 2025.
- .4 Attain Interim Acceptance of the Work by: September 26, 2025.

4. CONTRACT URGENCY

- .1 Contract Price shall include for all special measures necessary to ensure completion of each stage of the Work by the dates or times established therefor and attainment of Interim Acceptance of the Work within the specified Contract Time. Such special measures shall, if required, include, but not necessarily be limited to, the following:
- .1 Special measures to arrange for and ensure the availability of labour, products, and construction machinery and equipment when and as required.
 - .2 Premium time, including overtime and double shifting.

5. TIME CONTROL SYSTEM

- .1 Contractor shall provide and maintain a system of time control to identify, schedule and monitor activities related to progress of the Work.
- .2 Time control system shall be based on construction progress schedules specified in Section 01 32 16.
- .3 Incorporate contract stages, completion times, and milestones specified herein, including times for completion of contract stages established by Contractor.
- .4 Times and dates for completion of contract stages shall, upon acceptance by the RDCK, form the basis for the time control system.

6. PROGRESS ACCELERATION

- .1 If, in the RDCK's opinion, the progress of the Work, or any stage or part thereof, is too slow to ensure attainment of Interim Acceptance of the Work within the Contract Time, the Contractor shall, upon written notification by the RDCK to do so, take such special measures as are deemed necessary by the RDCK to accelerate progress to ensure attainment of Interim Acceptance of the Work within the Contract Time.
- .2 Contractor shall not be entitled to any extra payment on account of having to take special measures to accelerate progress.

7. CONTRACT STAGES, COMPLETION TIMES, AND MILESTONES

Stage	Time for Completion	Completion Milestone
Contract Award	May 26, 2025	Acceptance by the RDCK
Mobilization	June 16, 2025	Acceptance by the RDCK
Substantial Completion	September 12, 2025	Interim Acceptance of the Work
Completion of all Deficiencies	September 26, 2025	Final Acceptance of the Work
Warranty	12 months from date of Interim Acceptance of the Work	Total Completion of the Work

END OF SECTION

1. RELATED SECTIONS

- .1 Project Meetings Schedules: Section 01 31 19
- .2 Submittal Procedures: Section 01 33 00
- .3 Quality Control: Section 11 45 00
- .4 Contract Acceptance 01 77 20

2. GENERAL COORDINATION

- .1 Coordinate all construction activities as required to ensure efficient and orderly installation of each part of the Work.
- .2 Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule and coordinate construction activities in the sequence required to obtain the best results.
- .3 Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
- .4 Make adequate provisions to accommodate items scheduled for later installation under separate contract or by the RDCK's own forces.

3. ADMINISTRATIVE PROCEDURES

- .1 Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities shall include, but not be limited to, the following:
 - .1 Preparation of schedules.
 - .2 Installation and removal of temporary facilities.
 - .3 Delivery and processing of submittals.
 - .4 RDCK pre-construction notification.
 - .5 Pre-construction meeting.
 - .6 Site review meetings.
 - .7 Progress meetings.
 - .8 Pre-backfill inspections by RDCK.
 - .9 Force account work approvals.
 - .10 Contract acceptance procedures.
- .2 Provide 2 working days' notice to RDCK ahead of commencing work at each location to allow time for landowner notifications by RDCK. If work is delayed, provide 2 working days' notice ahead of rescheduled commencement.
- .3 Schedule work to ensure water service is restored by end of each day.

- .4 The Contractor shall ensure that installers are equipped to complete all necessary work during the first visit. Extra work beyond the unit price scope must be proposed to and approved by the RDCK prior to execution. This may include, but not be limited to:
 - .1 Removal and replacement of fencing, signage or other infrastructure.
 - .2 Cutting and repair to concrete or asphalt driveway.
 - .3 Removal of trees or other decorative plants.
 - .4 Water service replacement, relocation and/or extension.
- .5 Where approval for extra work is required, the Contractor shall prepare and review with the RDCK a proposed force account list during the scheduled pre-construction meeting or, in emergencies, via phone. The request must include:
 - .1 A description of the work required.
 - .2 An estimate for the maximum extra work based on the agreed rate sheet.
- .6 The RDCK will review the request and either approve or deny the proposed extra work. If RDCK determines the work is unnecessary or excessive, the Contractor shall return to the property and complete the installation per the standard piece rates outlined in the Pricing Schedule.

4. GENERAL INSTALLATION PROVISIONS

- .1 Require the installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- .2 Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- .3 Inspect Materials immediately upon delivery and again prior to installation. Reject damaged and defective items.
- .4 Supervise construction activities to ensure that no part of the Work, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- .5 Make all necessary enquiries and employ all necessary services to determine the location of any existing utilities. Ascertain the location of any services prior to excavation or cutting of surfaces.

- .6 Provide temporary construction facilities as necessary for performance of the Work. Maintain in good condition for the duration of the Work, and remove when no longer required.
- .7 Provide temporary barriers, fencing, signage, traffic control as necessary to protect the public during performance of the Work. Maintain in good condition for the duration of the Work, and remove when no longer required.
- .8 Dispose of all removed materials, excluding end point components (to be returned to RDCK yard) or as otherwise requested by RDCK. Approved native backfill material may be spread and graded on-site.

5. CUTTING AND REMEDIAL WORK

- .1 Do the cutting and remedial work required to make the several parts of the Work come together properly.
- .2 Coordinate the Work to ensure that this requirement is kept to a minimum.
- .3 Cutting and remedial work shall be performed by specialists familiar with Materials affected and shall be performed in a manner to neither damage nor endanger the Work.

END OF SECTION

1. RELATED SECTIONS

- .1 Construction Schedules: Section 01 32 16.

2. PRE-CONSTRUCTION MEETING

- .1 Schedule a pre-construction meeting within 15 Days after date of commencement of the Contract and prior to commencement of activities at the Place of the Work.
- .2 Purpose: to review personnel assignments, responsibilities, and administrative and procedural requirements.
- .3 Location: as agreed by all parties.
- .4 Meeting Chaired By: the RDCK's representative.
- .5 Attendees:
 - .1 Contractor's representatives: Contractor's project manager, Contractor's site superintendent.
 - .2 RDCK's representatives: as determined by the RDCK.
- .6 Agenda:
 - .1 Introduction of the RDCK's and Contractor's representatives.
 - .2 Review of significant contractual responsibilities and administrative and procedural requirements.
 - .3 Other business.

3. SITE REVIEW MEETING

- .1 Schedule a site review meeting prior to commencement of each meter pit install.
- .2 Purpose: to review site conditions, discuss any necessary extra work, and confirm the force account rate proposal.
- .3 Location: at each Place of Work.
- .4 Meeting Chaired By: the RDCK's representative.
- .5 Attendees:
 - .1 Contractor's representatives: Contractor's project manager, Contractor's site superintendent.

.2 RDCK's representatives: as determined by the RDCK.

.6 Agenda:

- .1 Identify and review existing site constraints beyond of unit price scope.
- .2 Contractor to present proposed work plan and force account estimate for the maximum expected extra work.
- .3 Review and agree scope of extra work before proceeding.
- .4 Other business.

4. CONSTRUCTION PROGRESS MEETINGS

- .1 Schedule regular construction progress meetings during the course of the Work.
- .2 Purpose: to monitor construction progress and to identify problems and action required for their solution, to expedite the Work.
- .3 Frequency: every 2 weeks, or as otherwise directed by the RDCK or requested by the contractor.

.4 Location: as agreed by all parties.

.5 Attendees:

- .1 Contractor's representatives: Contractor's project manager, Contractor's site superintendent and when so requested by the RDCK, Subcontractors, suppliers and other parties involved in the Work. Contractor's representatives shall be qualified and authorized to act on behalf of the party each represents.
- .2 RDCK's representatives: as determined by the RDCK.

.6 Meeting Chaired By: RDCK's representative.

.7 Agenda:

- .1 Review and approval of minutes of previous meeting.
- .2 Contractor update on planned vs. actual and project progress.
- .3 Review of items of significance that could affect progress.
- .4 Other topics for discussion as appropriate to current status of the Work.

.8 Minutes: the RDCK will record minutes and distribute copies to all attendees within seven Days after meeting.

5. WARRANTY MEETINGS

- .1 Warranty meetings shall be held between Final Acceptance of the Work and Total Completion of the Work.
- .2 Purpose: to bring to Contractor's attention Contract Deficiencies identified during warranty period, determine action required for their correction, and monitor progress of Contract Deficiency correction.
- .3 Frequency: called by the RDCK on an as-needed basis.
- .4 Location: as agreed to between the RDCK and Contractor.
- .5 Attendees: same as construction progress meetings.
- .6 Meeting Chaired By: RDCK's representative.
- .7 Agenda:
 - .1 Review and approval of minutes of previous meeting.
 - .2 Review of progress of Contract Deficiency correction.
 - .3 Identification of problems impeding Contract Deficiency correction.
 - .4 Review of outstanding Contract Deficiencies.
 - .5 Other business.
- .8 Minutes: the RDCK will record minutes and distribute copies to all attendees within seven Days after meeting.

END OF SECTION

1. RELATED SECTIONS

- .1 Contract Time: Section 01 11 05.
- .2 Summary of the Work: Section 01 11 00.

2. CONSTRUCTION PROGRESS SCHEDULE

- .1 Form of Schedule:
 - .1 Horizontal bar chart of sufficient size to clearly indicate all required information.
 - .2 Divide time into months, weeks and days. Identify first work day of each week.
 - .3 Allow space for revisions.
- .2 Content of Schedule:
 - .1 List and provide a separate bar for each activity.
 - .2 Indicate start and completion dates for each activity and for milestones specified in Section 01 11 05.
- .3 Progress Revisions:
 - .1 Keep schedule on site and up-to-date for duration of Contract.
 - .2 Indicate actual progress of work.
 - .3 Indicate major changes in scope.
 - .4 Revise projections of progress and completion as required.
- .4 Submissions:
 - .1 Within 15 Days after date of commencement of Contract, submit a copy of an initial construction schedule for the RDCK's review and acceptance at the pre-construction meeting.
 - .2 Revise and resubmit schedule as required by the RDCK.
 - .3 Submit copy of updated schedule when requested by the RDCK.

END OF SECTION

1. RELATED SECTIONS

- | | |
|---------------------------|------------------|
| .1 Construction Schedules | Section 01 32 16 |
| .2 Contract Acceptance | Section 01 77 20 |
| .3 Work Site Safety | Section 01 35 29 |

2. WORK SITE SAFETY

- .1 Contractor to submit a copy of their Safety Plan to the RDCK within 15 days of Contract Acceptance.
- .2 Before commencement of activities at the Place of the Work, obtain and submit to the RDCK a certificate of an account with the Workers' Compensation Board, and a Notice of Project, if required.

3. CASH FLOW FORECAST

- .1 Before submission of first application for payment, submit to the RDCK for approval, a forecast of approximate monthly progress payments for the duration of the Contract.
- .2 Submit revised cash flow forecasts as required as the work progresses or when requested by the RDCK.

4. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES - GENERAL

- .1 Submit to the RDCK, for review, shop drawings, product data and samples called for by the Contract Documents and for such other items as the RDCK may reasonably request. Do not proceed with work until related submission has been reviewed.
- .2 The RDCK's review of submittals does not relieve Contractor from responsibility for errors and omissions, nor deviations from requirements of the Contract Documents.

END OF SECTION

1. INTENT

- .1 These procedures apply to requirements for patching and making good around new and existing work.

2. SITE VISIT

- .1 Review existing site conditions during bid period. Investigate site, building systems and other infrastructure affected by the Work.
- .2 Confirm dimensions of applicable existing equipment with field measurements.
- .3 Use visit to note required materials which may be difficult provide and notify the RDCK as soon as possible.

3. SUBMITTALS

- .1 Comply with requirements of Section 01 33 00.

4. STRUCTURAL ALTERATIONS

- .1 Do not cut, cut into or alter any building structure, or infrastructure and partitions until approved by the RDCK.

5. CUTTING, REMOVAL AND FITTING

- .1 Make cuts with clean, true, smooth edges. Provide patches inconspicuous in final assembly.
- .2 Carefully remove material being cut. Do not cut services discovered.

6. MATERIALS

- .1 Where possible, reuse existing materials to patch existing products. Where existing materials cannot be reused, obtain new products to patch, match or extend existing products and meet or exceed quality of existing products.
- .2 Quality of existing products, available for assessment during pre-bid site visit, shall serve as basis for requirements for appearance and performance of materials used in the Work.
- .3 Where matching materials are not available, the RDCK will consider similar product which meets same performance requirements as existing.
- .4 Obtain acceptance of the RDCK before installing any materials not matching existing.

7. PATCHING, EXTENDING AND MAKING GOOD TO EXISTING WORK

- .1 Patch, extend and make good existing work using skilled workers able to match existing quality.
- .2 Restore existing work damaged during construction to a condition matching existing finishes.

8. TRANSITIONS

- .1 Make transitions as smooth as reasonably practicable where new work abuts or finishes flush with existing work.
- .2 Match existing adjacent work in texture and appearance, providing transition invisible to the eye from distance of 2 meters.

9. EXISTING SERVICES

- .1 Establish location and extent of services in area of work. Maintain records available for inspection by the RDCK.

10. ALTERATIONS TO MECHANICAL AND ELECTRICAL SERVICES

- .1 No alterations to mechanical and electrical services are anticipated as part of this contract.

END OF SECTION

1. INTENT

- .1 These procedures apply to requirements for patching and making good around new and existing work.

2. SITE VISIT

- .1 Review existing site conditions before commencing construction. Investigate site, building systems and other infrastructure affected by the Work.
- .2 Confirm dimensions of applicable existing equipment with field measurements.
- .3 Use visit to note required materials which may be difficult provide and notify the RDCK as soon as possible.

3. SUBMITTALS

- .1 Comply with requirements of Section 01 33 00.

4. STRUCTURAL ALTERATIONS

- .1 Do not cut, cut into or alter any building structure, or infrastructure and partitions until approved by the RDCK.

5. CUTTING, REMOVAL AND FITTING

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- .2 Quality of existing products shall serve as basis for requirements for appearance and performance of materials used in the Work.
- .3 Where matching materials are not available, the RDCK will consider similar product which meets same performance requirements as existing.
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- .2 Match existing adjacent work in texture and appearance, providing transition invisible to the eye from distance of 2 meters.

9. EXISTING SERVICES

- .1 Establish location and extent of services in area of work. Maintain records available for inspection by the RDCK.

10. ALTERATIONS TO MECHANICAL AND ELECTRICAL SERVICES

- .1 No alterations to mechanical and electrical services are anticipated as part of this contract.

END OF SECTION

1. WORK SITE SAFETY - THIS CONTRACTOR IS "PRIME CONTRACTOR"

- .1 The Contractor shall, for the purposes of the *Occupational Health and Safety Act* (British Columbia), and for the duration of the Work of this Contract:
 - .1 If applicable, be the "prime contractor" for the "work site" and sign the RDCK Prime Contractor Agreement, and
 - .2 do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Act and its regulations, as required to ensure the health and safety of all persons at the "work site".
- .2 The Contractor shall direct all Subcontractors, Sub-subcontractors, Other Contractors, employers, workers and any other persons at the "work site" on safety related matters, to the extent required to fulfill its "prime contractor" responsibilities pursuant to the Act, regardless of:
 - .1 whether or not any contractual relationship exists between the Contractor and any of these entities, and
 - .2 whether or not such entities have been specifically identified in this Contract.
- .3 The RDCK anticipates that Other Contractors will be engaged in work near the "work site" concurrently with the Work of this Contract. These may include, but are not necessarily limited to, contractors performing work under the following other contracts:
 - .1 Not applicable

2. SAFETY PLAN / CERTIFICATE OF RECOGNITION (COR)

- .1 The Contractor shall maintain a valid safety plan for the duration of the Work of this Contract.

3. SUBMITTALS

- .1 Comply with requirements of Section 01 33 00.

4. SAFETY REQUIREMENTS

- .1 All safety-related incidents must be reported to the RDCK within 24 hours of occurrence.

END OF SECTION

1. DEFINITIONS

- .1 Regulatory requirements means laws, by-laws, ordinances, rules, regulations, codes, orders of authorities having jurisdiction, and other legally enforceable requirements applicable to the Work and which are or become in force during the performance of the Work.

2. GENERAL

- .1 Comply with regulatory requirements.
- .2 Except as otherwise specified, apply for, obtain, and pay all fees associated with, permits, licenses, certificates, and approvals required by regulatory requirements and the Contract Documents, based on:
 - .1 regulatory requirements and fees in force on date of tender submission, and
 - .2 any change in regulatory requirements or fees scheduled to become effective after date of tender submission and of which public notice has been given prior to date of tender submission.
- .3 The RDCK will obtain statutory right of ways which may be required for performance of the work.
- .4 Contractor shall give all notices required by regulatory requirements.

3. CONTRACT DOCUMENTS

- .1 Contractor shall not be responsible for verifying that Contract Documents comply with regulatory requirements. If Contract Documents are at variance therewith, or changes which require modification to Contract Documents are made to regulatory requirements, by authorities having jurisdiction, subsequent to date of tender closing, Contractor shall notify The RDCK in writing, requesting direction, immediately such variance or change becomes known to him. The RDCK may make changes required to Contract Documents, and any resulting change in Contract Price or Contract Time will be made in accordance with the General Conditions of Contract.
- .2 If Contractor fails to notify the RDCK in writing and obtain the RDCK's direction and performs work knowing it to be contrary to regulatory requirements, Contractor shall be responsible for and shall correct violations thereof and shall bear costs, expenses and damages attributable to his failure to comply with provisions of such regulatory requirements.

4. PERMITS

.1 Interior Health Waterworks Construction Permit:

.1 Not applicable

.2 Provincial Public Highway Permit:

.1 The RDCK will apply for, obtain, and pay for a Provincial Public Highway Permit, if necessary. The Contractor shall understand and comply with permit requirements.

END OF SECTION

1. TESTING BY CONTRACTOR

1. Contractor shall inspect the metering equipment before and after install for any signs of defects or damage. Contractor shall report any defects or damage to the RDCK within 24 hours.
2. Clean pipes, fittings, valves of debris and water before installation.
3. Swab disinfect all pipes, fittings, valves using chlorine immediately prior to install.
4. Contractor shall open all valves to ensure the meter register functions properly, and to test the meter installation for leaks. Contractor shall call for RDCK inspection to verify proper install prior to backfill. Repair or replace and defective work immediately before backfill.
5. Contractor shall furnish to the RDCK, upon request, records of quality control activities performed by Contractor.

6. TESTING BY RDCK

- .1 The RDCK reserves the right to employ services of independent testing agencies to establish if work complies with Contract Documents. The RDCK will appoint and pay for services of such testing agency.
- .2 Where tests or inspections, by the RDCK appointed testing agency, indicate work is not in accordance with the Contract Documents, additional tests or inspections, as the RDCK may require, to verify acceptability of corrected work, shall be paid for by Contractor.

END OF SECTION

1. SUMMARY OF PROCESS

- .1 A Contract acceptance process shall be used to facilitate the RDCK's acceptance of the Work. The process can be summarized as follows:
 - .1 Substantial Performance of the Work:
 - .1 Fulfillment of prerequisites to Substantial Performance.
 - .2 Inspection for Substantial Performance.
 - .3 Issuance of Letter of Substantial Performance.
 - .2 Total Performance of the Work:
 - .1 Fulfillment of prerequisites to Total Performance.
 - .2 Inspection for Total Performance.
 - .3 Issuance of Letter of Total Performance.
 - .3 Total Completion of the Work:
 - .1 Fulfillment of prerequisites to Total Completion.
 - .2 Inspection for Total Completion.
 - .3 Issuance of Letter of Total Completion.

2. RELATED SECTIONS

- .1 Regulatory Requirements: Section 01 41 00.
- .2 Project Record Documents: Section 01 78 39.

3. PREREQUISITES TO SUBSTANTIAL PERFORMANCE

- .1 Prior to requesting the RDCK's inspection for Substantial Performance, Contractor shall do the following, not necessarily in order listed:
 - .1 Submit project record documents as specified in Section 01 78 39.
 - .2 Submit guarantees, warranties and bonds indicating:
 - .1 Name and address of project.
 - .2 Warranty/Guarantee/Bond commencement date and duration.
 - .3 Clear indication of what is being guaranteed and what remedial action will be taken under guarantee.
 - .4 Signature and seal of Contractor.

- .5 Ensure that all Contract Deficiencies which may affect operation of systems have been corrected.
- .6 Ensure that the Work is complete and ready for use for the purpose intended.
- .7 Review Contract Documents and inspect Work to confirm that prerequisites to Substantial Performance of Work have been fulfilled and that Work is ready for inspection for Substantial Performance.

4. INSPECTION FOR SUBSTANTIAL PERFORMANCE

- .1 Submit written request to the RDCK and the Consultant for inspection for Substantial Performance of the Work, certifying that prerequisites specified in Article 3 above have been fulfilled and specifying known exceptions in the form of a list of items to be completed, corrected or submitted.
- .2 The RDCK and Consultant will within a reasonable time after receipt of Contractor's request:
 - .1 proceed with inspection, or
 - .2 advise Contractor that prerequisites are not adequately fulfilled.
- .3 Results of the Consultant's inspection for Substantial Performance will form initial Contract Deficiency list.

5. SUBSTANTIAL PERFORMANCE OF THE WORK

- .1 Following inspection, the Consultant will:
 - .1 issue a Letter of Substantial Performance stating effective date of Substantial Performance of the Work, with a copy of the Contract Deficiency list attached thereto, or
 - .2 advise Contractor that prerequisites to Substantial Performance are not fulfilled and repeat inspection for Substantial Performance as necessary.

6. PREREQUISITES TO TOTAL PERFORMANCE

- .1 Prior to requesting the Consultant's inspection for Total Performance, Contractor shall do the following:
 - .1 Ensure that the entire Work, including the correction of all Contract Deficiencies, except those items arising from the warranty provisions of the Contract Documents, has been performed to the requirements of the Contract Documents.
-

- .2 Review Contract Documents and inspect Work to confirm that prerequisites for Total Completion of Work have been met and that Work is ready for inspection for Total Performance.

7. INSPECTION FOR TOTAL PERFORMANCE

- .1 Submit written request to the Consultant for inspection for Total Performance of the Work, including copy of the Consultant's most recent Contract Deficiency list, and certifying that each Contract Deficiency has been corrected or otherwise resolved in a manner agreed to between the Consultant and Contractor. List known exceptions, if any, in request.
- .2 The Consultant will within a reasonable time after receipt of Contractor's request:
 - .1 proceed with inspection, or
 - .2 advise Contractor that prerequisites are not adequately fulfilled.

8. TOTAL PERFORMANCE OF THE WORK

- .1 Following inspection, the Consultant will:
 - .1 issue a Letter of Total Performance, stating effective date of Total Performance of Work, or
 - .2 advise Contractor of Contract Deficiencies which must be corrected prior to issuance of Letter of Total Performance.

9. PREREQUISITES TO WARRANTY COMPLETION

- .1 The prerequisites to Warranty Completion of the Work are:
 - .1 Total Performance of the Work.
 - .2 Expiry of one year warranty period, excluding extended warranties, if any.
 - .3 Items arising from the one year warranty period required by the Contract Documents shall have been corrected by the Contractor.

10. INSPECTION FOR WARRANTY COMPLETION

- .1 Just prior to end of one year warranty period, the RDCK will conduct an inspection for Warranty Completion.
-

11. WARRANTY COMPLETION OF THE WORK

.1 Following inspection, the RDCK will:

- .1 If applicable, provide a list of deficiencies required by the Contract Documents requiring correction by the Contractor.

END OF SECTION

1. RELATED SECTIONS

- | | |
|-----------------------------------|------------------|
| .1 Submittal Procedures | Section 01 33 00 |
| .2 Contract Acceptance Procedures | Section 01 77 20 |

2. DESIGNATION OF PROJECT RECORD DOCUMENTS

- .1 Request from the RDCK at commencement of the Work the following documents to be designated and retained as project record documents:

- .1 Link to RDCK Meter/MIU/Endpoint Install Record Jotform

3. RECORDING INFORMATION ON PROJECT RECORD DOCUMENTS

- .1 Record metering install information using RDCK Jotform:

- .1 Date of install.
- .2 Service address.
- .3 New DCVA information including serial number.
- .4 Old meter information reading.
- .5 New meter information including make, model, type, size, serial number, reading.
- .6 Notes on any leaks and damage identified.
- .7 Description of meter pit location including dimensions to significant features including, but not limited to, public roads, driveways, significant trees, powerpoles, fences, structures, existing utilities.
- .8 Provide sketch of meter pit location including dimensions to significant features.
- .9 Provide sufficient progress photos throughout install process to accurately convey the work that was done at each site or that is required. At minimum include:
 - .1 “Before” picture showing the surrounding area around the proposed meter pit install site prior to the performance of the work.
 - .2 “After” picture showing the installed meter and surrounding area and the work performed.
 - .3 Picture of the new meter serial number and reading.
 - .4 Sufficient progress photos throughout install process, to illustrate each phase of construction or detail of interest for record purposes.

- .2 When proceeding with an approved change in the Work, keep accurate force account records of daily time sheets for labour and Construction Equipment, and invoices for Product and Construction Equipment costs.

4. SUBMISSION OF PROJECT RECORD DOCUMENTS

- .1 Submit metering install information using RDCK Jotform within 48 hours of each meter install.
- .2 Submit force account records within 48 hours of each install.
- .3 Submit balance of completed project record documents before or with application for Interim Acceptance of the Work.

END OF SECTION

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.

SCHEDULE C-1: PRICING SCHEDULES

This section shall be read with and shall form part of the Contract Form. The Proponent 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 Proponent is responsible for determining during the course of the bid period which costs are subject to tariffs and the applicable percentage applied. The Proponent should undertake their own cost risk analysis and determine their bid amount accordingly. The RDCK at this time, will not accept cost increases after bid closing and prices submitted are to be held for the ninety (90) days, as specified in the bid documents.

Area 1 Unit Pricing

Item No.	Item	Est. Quantity	Unit Price	Extended
1	Meter pit and metering assembly install in Area 1 Only (30 total):			
1 (a)	<i>¾" meter, 24" Dia. X 48" Pit Height 250CT2448AFBN Tandem Thermo-Coil Mtr Pit</i>	0*		
1 (b)	<i>¾" meter, 24" Dia. X 60" Pit Height 250CT2460AFBN Tandem Thermo-Coil Mtr Pit</i>	2		
1 (c)	<i>1" meter, 24" Dia. x 48" Pit Height 330CT2448FFBS000696N Tandem Mtr Pit w/1" Coil</i>	2		
1 (d)	<i>1" meter, 24" Dia. x 60" Pit Height 330CT2448FFBS000696N Tandem Mtr Pit w/1" Coil</i>	5		
1 (e)	<i>1.5" meter, 36" Dia. x 48" Pit Height 500VT3648FFBN Tandem Mtr Vault</i>	9		
1 (f)	<i>1.5" meter, 36" Dia. x 60" Pit Height 500VT3660FFBN Tandem Mtr Vault</i>	5		
1 (g)	<i>2" meter, 36" Dia. x 48" Pit Height 550VT3648FFBN Tandem Mtr Vault</i>	4		
1 (h)	<i>2" meter, 36" Dia. x 60" Pit Height 550VT3660FFBN Tandem Mtr Vault</i>	3		
2	Curb stop replacement:			
2 (a)	<i>Curb stop for ¾" service</i>	1		
2 (b)	<i>Curb stop for 1" service</i>	1		
2 (c)	<i>Curb stop for 2" service</i>	1		
Subtotal				

*Proponents should include unit price for 0 quantity pits, for consideration for award of any changes to scope.

SCHEDULE C-1: PRICING SCHEDULES (CONT.)

Area 2 Unit Pricing

Item No.	Item	Est. Quantity	Unit Price	Extended
1	Meter pit and metering assembly install in Area 2 Only (33 total):			
1 (a)	<i>¾" meter, 24" Dia. X 48" Pit Height 250CT2448AFBN Tandem Thermo-Coil Mtr Pit</i>	1		
1 (b)	<i>¾" meter, 24" Dia. X 60" Pit Height 250CT2460AFBN Tandem Thermo-Coil Mtr Pit</i>	1		
1 (c)	<i>1" meter, 24" Dia. x 48" Pit Height 330CT2448FFBS000696N Tandem Mtr Pit w/1" Coil</i>	4		
1 (d)	<i>1" meter, 24" Dia. x 60" Pit Height 330CT2448FFBS000696N Tandem Mtr Pit w/1" Coil</i>	1		
1 (e)	<i>1.5" meter, 36" Dia. x 48" Pit Height 500VT3648FFBN Tandem Mtr Vault</i>	13		
1 (f)	<i>1.5" meter, 36" Dia. x 60" Pit Height 500VT3660FFBN Tandem Mtr Vault</i>	5		
1 (g)	<i>2" meter, 36" Dia. x 48" Pit Height 550VT3648FFBN Tandem Mtr Vault</i>	7		
1 (h)	<i>2" meter, 36" Dia. x 60" Pit Height 550VT3660FFBN Tandem Mtr Vault</i>	1		
2	Curb stop replacement per each:			
2 (a)	<i>Curb stop for ¾" service</i>	1		
2 (b)	<i>Curb stop for 1" service</i>	1		
2 (c)	<i>Curb stop for 2" service</i>	1		
Subtotal				

SCHEDULE C-1: PRICING SCHEDULES (CONT.)

Area 1 and Area 2 Combined Unit Pricing

Item No.	Item	Est. Quantity	Unit Price	Extended
Area 1 and 2				
1	Meter pit and metering assembly install in Area 1 and Area 2 (63 total):			
1 (a)	¾" meter, 24" Dia. x 48" Pit Height 250CT2448AFBN Tandem Thermo-Coil Mtr Pit	1		
1 (b)	¾" meter, 24" Dia. x 60" Pit Height 250CT2460AFBN Tandem Thermo-Coil Mtr Pit	3		
1 (c)	1" meter, 24" Dia. x 48" Pit Height 330CT2448FFBS000696N Tandem Mtr Pit w/1" Coil	6		
1 (d)	1" meter, 24" Dia. x 60" Pit Height 330CT2448FFBS000696N Tandem Mtr Pit w/1" Coil	6		
1 (e)	1.5" meter, 36" Dia. x 48" Pit Height 500VT3648FFBN Tandem Mtr Vault	22		
1 (f)	1.5" meter, 36" Dia. x 60" Pit Height 500VT3660FFBN Tandem Mtr Vault	10		
1 (g)	2" meter, 36" Dia. x 48" Pit Height 550VT3648FFBN Tandem Mtr Vault	11		
1 (h)	2" meter, 36" Dia. x 60" Pit Height 550VT3660FFBN Tandem Mtr Vault	4		
2	Curb stop replacement per each:			
2 (a)	Curb stop for ¾" service	1		
2 (b)	Curb stop for 1" service	1		
2 (c)	Curb stop for 2" service	1		
Subtotal				

SCHEDULE C-2: FORCE ACCOUNT RATES

Force Account Rates

Labour	Hourly Rate

Equipment	Hourly Rate

Notes: Rates include all operator wages, fuel, lubricants, maintenance and insurance fees.

[illegible]

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 RFP pursuant to section 1.17.
Agreement or Contract	means the written Agreement resulting from this RFP to be executed by the RDCK and the successful Proponent as Contractor as described in section 1.22 and substantially on the terms set out in this RFP and Appendix E, 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 Proponents.
Closing Time	means the Closing date and time described in section 1.6 of these Instructions to Proponents.
Contract Documents	means the Contract, the Contractor's Proposal Documents, the Request for Proposals 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 Proponent 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 <i>Excise Tax Act</i> (Canada) and any successor tax or levy in force from time to time.
Instructions to Proponents	means all instructions, requirements, terms and conditions of this RFP and any addenda thereto.
Intent to Submit	means the email notification to the RDCK described in section 1.3 of this RFP.
Notice of Acceptance	means the notice provided by the RDCK to a Proponent that its Proposal has been selected as the preferred Proposal for the provision of the Services under this Request for Proposals.
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.
Proponent	means the individual, partnership, corporation or combination thereof, including joint ventures, who or which sign the Proposal submission.
Proposal	means the Proponent's submission.
RDCK or Regional District	means the Regional District of Central Kootenay, a corporation under the <i>Local Government Act</i> 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 RFP.
Requirements	means all of the requirements set out in the Request for Proposals and Instructions to Proponents, Description of Services, General Contract Conditions, Payment Clauses and elsewhere in the Agreement that describes the requirements for the supply of the Services.
RFP	means this Request for Proposals.
Services	means all goods or services to be supplied under this RFP and all else necessary for the execution, completion and fulfillment of the Requirements and as described in section 2.1 of this RFP.
Site	means, if applicable, the place where the Services are to be supplied or utilized by the RDCK, namely the places listed in Appendix A.

Specifications	means the requirements for and technical descriptions of the Services as detailed in Schedule A-2.
Sub-Contractor	means any sub-contractor of the Proponent, 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 placed 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 September 26, 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 RFP 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;
 - d. all risk property coverage in an amount sufficient to cover the cost of the contractor's equipment and tools needed for this contract, as well as work product in progress prior to delivery.

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 Proposals 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 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:

- 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 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 Proposal
- 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 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.

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 RFP 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 & Labour and Materials Payment 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 & Labour and Materials Payment 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 Proponent 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 PROONENT	RENTED OR LEASED

The Proponent 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 Proponent shall provide the name and address of the Sub-Contractor that the Proponent 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.

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

(If additional space is required use reverse side of this page.)

SCHEDULE G: PROJECTED SCHEDULE

This section shall be read with and shall form part of the Contract Form. The Bidder hereby proposes the following schedule to provide all materials, supervision, labour, equipment and all else necessary for the proper supply of the Services.

Milestone	Proposed Schedule for Completion
Contract Award	26 May 2025
Mobilization	
Proposed installation rate (pits per week)	
Total number of pits completed by substantial completion date	
Substantial completion	
Completion of Deficiencies (Total Completion)	
Warranty expiration	

ACTIVITY	CONSTRUCTION SCHEDULE (WEEKS)														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Contract award (May 26)															

The Bidder may provide a brief description of assumptions made / scheduling constraints (if any):

SCHEDULE H: ADDENDA

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

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

SCHEDULE I: LIST OF PREVIOUS EXPERIENCE (CONTRACTS)

The Proponent 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 Proponent in the appropriate supply of Services. The RDCK may contact the references given below before awarding the Contract.

Proponent'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 Proponent understands and agrees that:

- a. Once the Proposals for the Contract have been opened, this Proposal 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 Proposals for the Contract, whichever shall first occur.

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

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

If there is only one compliant Proposal received by the Closing Time, the RDCK reserves the right to accept the Proposal or cancel the Proposal process with no further consideration for the sole Proposal. This includes the right to cancel this RFP 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 Proponent – not just where there is only one compliant Proposal.

- f. The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal 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 Proposals which are non-conforming because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.
- g. If the undersigned is notified in writing of the acceptance of their Proposal, 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.
- h. Guarantees completion of the Contract in accordance with the Contract Documents.

- i. Within fifteen (15) days from the date of the Notice of Acceptance of this Proposal, to furnish to the RDCK, the specified insurance and the Contract Security for the performance of the Contract.
- j. To begin supply of the Services on the date specified in the Notice to Proceed.
- k. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.
- l. The RDCK reserves the right, at its discretion, to negotiate with any Proponent that the RDCK believes has the most advantageous Proposal or with any other Proponent or Proponents concurrently. In no event will the RDCK be required to offer any modified terms to any other Proponent prior to entering into the Contract with the successful Proponent, and the RDCK shall incur no liability to any other Proponent as a result of such negotiations or modifications.

SIGNED, SEALED AND DELIVERED by:

Name of Proponent (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.

APPENDICES

- Appendix A-1: Meter Locations (Area 1)
- Appendix A-2: Meter Locations (Area 2)
- Appendix B: Site Service Cards
- Appendix C: Standard Construction Detail
- Appendix D: Installation Manuals
- Appendix E: Sample Agreement and Certificate of Insurance
- Appendix F: Prime Contractor Agreement

APPENDIX A-1: METER LOCATIONS (AREA 1)

Civic Address House	Civic Address Street	Type of service	Water Service	Meter	Pit Type	Pit Depth	Area	Service Card Information Available
1004	32ND AVE S	Residential	1"	1"	330CT2448FFBS000696N 24" Dia. Tandem Mtr Pit w/1" Coil	60"	1	N
1004	32ND AVE S	Irrigation/ICI	2"	2"	550VT3660FFBN 36" Dia. Tandem Mtr Vault	60"	1	N
110	33RD AVE S	Residential	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	1	Y
319	33RD AVE S	Residential	2"	1 1/2"	500VT3660FFBN 36" Dia. Tandem Mtr Vault	60"	1	Y
725	35TH AVE N	Irrigation/ICI	2"	1 1/2"	500VT3660FFBN 36" Dia. Tandem Mtr Vault	60"	1	Y
812	35TH AVE N	Irrigation/ICI	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	1	Y
220	36TH AVE N	Irrigation/ICI	4"	2"	550VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	1	Y
234	36TH AVE S	Irrigation/ICI	4"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	1	N
702	36TH AVE N	Residential	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	1	Y
719	36TH AVE N	Residential	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	1	Y
833	36TH AVE N	Residential	4"	1 1/2"	500VT3660FFBN 36" Dia. Tandem Mtr Vault	60"	1	Y
2619	HIGHWAY 3	Residential	2"	1 1/2"	500VT3660FFBN 36" Dia. Tandem Mtr Vault	60"	1	Y
2813	HIGHWAY 3	Irrigation/ICI	2"	2"	550VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	1	N
2813	HIGHWAY 3	Irrigation/ICI	2"	2"	550VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	1	N
2915	HIGHWAY 3	Residential	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	1	Y
2915	HIGHWAY 3	Irrigation/ICI	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	1	Y
2928	HIGHWAY 3	Irrigation/ICI	2"	2"	550VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	1	N
2603	SUNSET BLVD	Residential	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	1	Y
1010	36TH AVE N	Irrigation/ICI	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	1	Y
2804	HIGHWAY 3	Irrigation/ICI	2"	1 1/2"	500VT3660FFBN 36" Dia. Tandem Mtr Vault	60"	1	Y
2716	HIGHWAY 3	Irrigation/ICI	3/4"	3/4"	250CT2460AFBN 24" Dia. Tandem Thermo-Coil Mtr Pit	60"	1	Y
2720	HIGHWAY 3	Irrigation/ICI	1"	1"	330CT2448FFBS000696N 24" Dia. Tandem Mtr Pit w/1" Coil	60"	1	Y
2715	HIGHWAY 3	Irrigation/ICI	2"	2"	550VT3660FFBN 36" Dia. Tandem Mtr Vault	60"	1	Y
2705	HIGHWAY 3	Irrigation/ICI	2"	2"	550VT3660FFBN 36" Dia. Tandem Mtr Vault	60"	1	Y
3003	HIGHWAY 3	Irrigation/ICI	1"	1"	330CT2448FFBS000696N 24" Dia. Tandem Mtr Pit w/1" Coil	60"	1	Y
3116	HIGHWAY 3	Irrigation/ICI	3/4"	3/4"	250CT2460AFBN 24" Dia. Tandem Thermo-Coil Mtr Pit	60"	1	Y
106	33RD AVE	Irrigation/ICI	1"	1"	330CT2448FFBS000696N 24" Dia. Tandem Mtr Pit w/1" Coil	48"	1	N
4021	HIGHWAY 3	Irrigation/ICI	1"	1"	330CT2448FFBS000696N 24" Dia. Tandem Mtr Pit w/1" Coil	48"	1	N
3108	HIGHWAY 3	Residential	1"	1"	330CT2448FFBS000696N 24" Dia. Tandem Mtr Pit w/1" Coil	60"	1	N
3108	HIGHWAY 3	Irrigation/ICI	2"	1"	330CT2448FFBS000696N 24" Dia. Tandem Mtr Pit w/1" Coil	60"	1	N

APPENDIX A-2: METER LOCATIONS (AREA 2)

Civic Address House	Civic Address Street	Type of service	Water Service	Meter	Pit Type	Pit Depth	Area	Service Card Information Available
920	25TH AVE S	Residential	2"	1"	330CT2448FFBS000696N 24" Dia. Tandem Mtr Pit w/1" Coil	60"	2	Y
1121	25TH AVE S	Residential	2"	1 1/2"	500VT3660FFBN 36" Dia. Tandem Mtr Vault	60"	2	Y
1121	25TH AVE S	Irrigation/ICI	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
1139	25TH AVE S	Irrigation/ICI	2"	1 1/2"	500VT3660FFBN 36" Dia. Tandem Mtr Vault	60"	2	Y
916	27TH AVE S	Residential	2"	1"	330CT2448FFBS000696N 24" Dia. Tandem Mtr Pit w/1" Coil	48"	2	N
948	27TH AVE S	Residential	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	N
1004	27TH AVE S	Residential	2"	1"	330CT2448FFBS000696N 24" Dia. Tandem Mtr Pit w/1" Coil	48"	2	N
1016	27TH AVE S	Residential	2"	1"	330CT2448FFBS000696N 24" Dia. Tandem Mtr Pit w/1" Coil	48"	2	Y
1016	27TH AVE S	Irrigation/ICI	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
1042	27TH AVE S	Residential	2"	1"	330CT2448FFBS000696N 24" Dia. Tandem Mtr Pit w/1" Coil	48"	2	Y
1042	27TH AVE S	Irrigation/ICI	2"	2"	550VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
1042	27TH AVE S	Irrigation/ICI	2"	2"	550VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
1123	27TH AVE S	Residential	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
1123	27TH AVE S	Irrigation/ICI	2"	1 1/2"	500VT3660FFBN 36" Dia. Tandem Mtr Vault	60"	2	Y
1132	27TH AVE S	Residential	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
1132	27TH AVE S	Residential	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
1132	27TH AVE S	Irrigation/ICI	2"	2"	550VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
1140	27TH AVE S	Residential	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
1140	27TH AVE S	Irrigation/ICI	2"	2"	550VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
1227	27TH AVE S	Residential	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
1227	27TH AVE S	Irrigation/ICI	2"	2"	550VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
508	33RD AVE N	Residential	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
1906	CONNEL RD	Residential	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
1906	CONNEL RD	Irrigation/ICI	2"	2"	550VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
2704	ERICKSON RD	Residential	2"	2"	550VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
2704	ERICKSON RD	Irrigation/ICI	2"	1 1/2"	500VT3660FFBN 36" Dia. Tandem Mtr Vault	60"	2	Y
2717	ERICKSON RD	Residential	4"	2"	550VT3660FFBN 36" Dia. Tandem Mtr Vault	60"	2	Y
2740	ERICKSON RD	Residential	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
3136	ERICKSON RD	Residential	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
3136	ERICKSON RD	Irrigation/ICI	2"	1 1/2"	500VT3648FFBN 36" Dia. Tandem Mtr Vault	48"	2	Y
1134	SPRUCE RD	Residential	2"	1 1/2"	500VT3660FFBN 36" Dia. Tandem Mtr Vault	60"	2	Y
3411	ERICKSON RD	Irrigation/ICI	3/4"	3/4"	250CT2448AFBN 24" Dia. Tandem Thermo-Coil Mtr Pit	48"	2	Y
3318	ERICKSON RD	Irrigation/ICI	3/4"	3/4"	250CT2460AFBN 24" Dia. Tandem Thermo-Coil Mtr Pit	60"	2	Y

APPENDIX B: SITE SERVICE CARDS

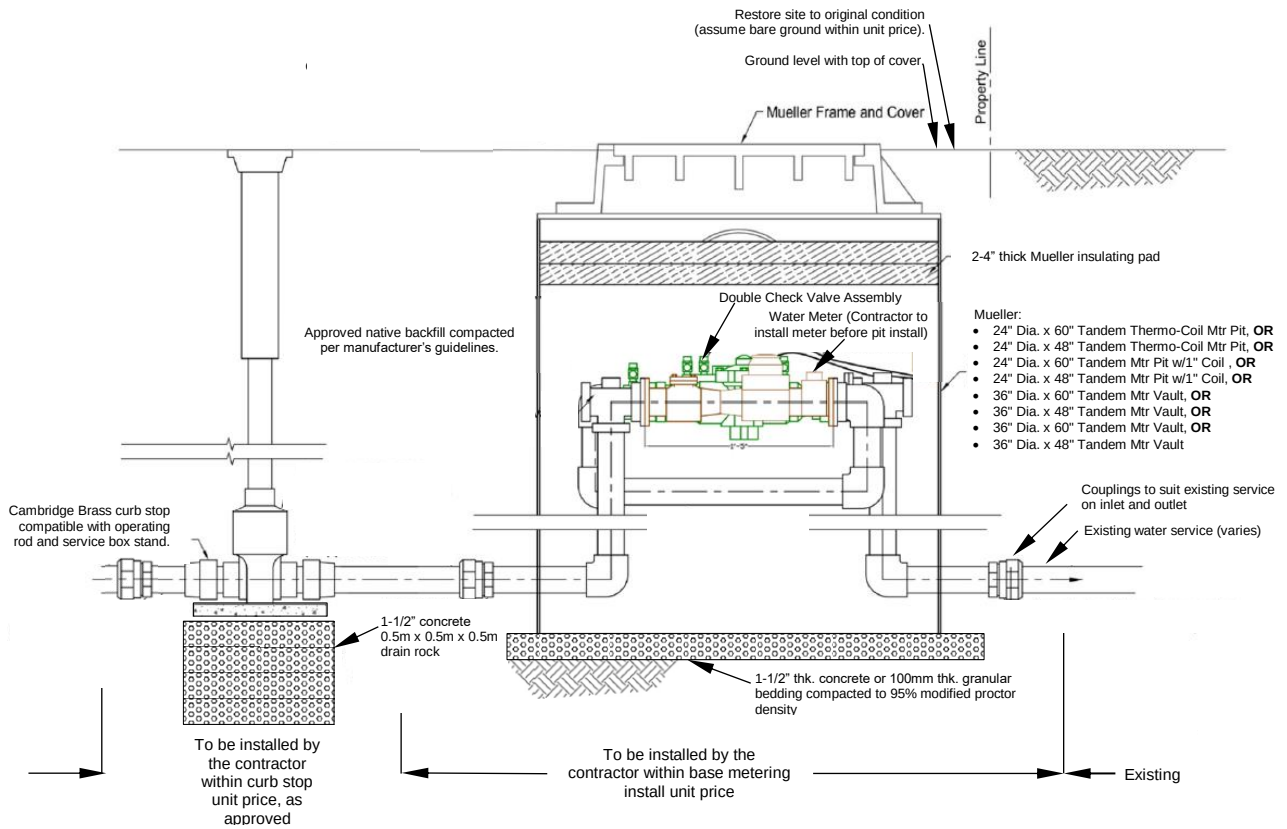
A summary spreadsheet of available service cards that include for each site distances to known conflicts, water service depths, and topographic maps can be requested from:

Jeannine Bradley

Project Manager

Email: JBradley@rdck.bc.ca

APPENDIX C: STANDARD CONSTRUCTION DETAIL



APPENDIX D: INSTALLATION MANUALS



Reliable Connections™

Adjusta-Coil® and
Thermal-Coil® Meter Boxes

Installation Instructions:

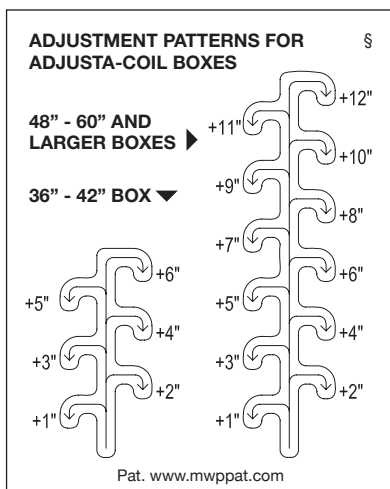
1. Excavate trench to accommodate Thermal-Coil®/Adjusta-Coil® Meter Box, lid and sufficient additional depth for support/drainage field.
2. Provide crushed stone or a layer of concrete blocks in trench to support box.
(A) If using crushed stone, foundation must be tamped and level to ensure proper support.
3. Carefully place meter box into trench so that top edge is at grade, and inlet (marked with a sticker) is toward water main.
4. Connect inlet and outlet service lines to box by placing an additional wrench on the MIP box fittings to avoid unintentional twisting of the coil tubing. Do not over tighten – use best practices for threaded connections.
(A) If adjustment of Adjusta-Coil® Meter Box is required, twist the outer section, adjust to new grade level, then twist again to permanently and securely set meter box depth.
5. Prior to backfilling, pressure test the installation, ensuring all joints are tight without leakage.

NOTE: All Mueller meter box assemblies are pressure tested prior to shipping.

IMPORTANT: Place lid temporarily on box to prevent backfill from getting inside box. Add approximately 12" of backfill at a time and tamp it down before adding another layer. Do not tamp so tightly as to distort the box. This may interfere with moving the meter platform. Tamping should be done manually; Mueller Co. does not recommend using any type of machinery or hydraulic equipment in the tamping process.

Precautions

1. Adjusta-Coil® box is banded for safety and shipping purposes. Mueller Co. recommends banding to be cut **ONLY** after inlet and outlet connections are completed. This helps to avoid putting any unusual stress on the tubing coils which could shorten their life. Nicked, kinked or otherwise damaged coils must be replaced prior to backfilling and placing the box into service.
2. When raising meter platform, lift platform only high enough to clear both locking brackets near top of box, then rest platform on locking brackets. Arrows on platform point to locking tabs that will engage notches in locking brackets when platform is turned slightly. Engage these locking tabs to hold platform while servicing meter.
3. Meter box lid should be placed properly on the box after each entry. The lid should be installed so that lug (if applicable) on its underside is secure under one locking bracket, and then lowered until the locking mechanism engages beneath the opposite bracket. Do not attempt to force the lid into place.
4. Platform should be kept at lower support bracket when meter is not being serviced. Insulation pad should be placed no more than 3" above meter to maintain thermal characteristics in order to protect against freezing.
5. Store uninstalled Thermal-Coil® and Adjusta-Coil® Meter Boxes in upright position; do not stack or store boxes on their side.



Phone: (800) 423-1323

Products above marked with a section symbol (§) are subject to patents or patent applications. For details, visit www.mwppat.com. By deviating from the above listed instructions, you will void any product warranty and release Mueller Co. and its affiliated entities from any and all liability associated with the installation or use of this product. For details on the product's warranty, terms, and conditions, please visit www.muellercompany.com.

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Form 12724 03/16



SAFETY INFORMATION

The installation of the Recordall® Disc Series Meters must comply with all applicable federal, state, and local rules, regulations, and codes.

Failure to read and follow these instructions can lead to misapplication or misuse of the Recordall® Disc Series Meters, resulting in personal injury and damage to equipment.

PRODUCT UNPACKING AND INSPECTION

Upon opening the shipping container, visually inspect the product and applicable accessories for any physical damage such as scratches, loose or broken parts, or any other sign of damage that may have occurred during shipment.

NOTE: If damage is found, request an inspection by the carrier's agent within 48 hours of delivery and file a claim with the carrier. A claim for equipment damage in transit is the sole responsibility of the purchaser.

METER PRE-INSTALLATION

Take into account the following considerations before you begin an installation:

- Inspect the piping around the meter for suitable conditions. The service line, valves, connections and meter must be watertight. Repair the piping system if pipes are corroded or damaged.
- Install the meter in the pipeline in a horizontal position so that the flow arrow on the meter housing points in the same direction as water flow. Registration should be upright and protected from damage, freezing, and tampering.
- Position the meter so it is accessible for installation, removal and reading.
- Verify that a suitable electrical grounding wire is properly attached to the upstream and downstream pipe connections of the meter. The grounding wire provides an alternative path for any electrical current that may exist across the opening in the line.
- Close the curb (shutoff) valve to relieve water pressure in the line before starting the cutting operation. Provide a high-quality upstream shut-off valve with a low pressure drop.
- When cutting into a new section of service pipe, flush the pipe to clear chips, pipe dope or other plumbing residue.
- The installed meter must not be an obstacle or a hazard to the customer or interfere with public safety.

CAUTION

- **DO NOT ATTEMPT TO USE ANY METER AS A LEVER OR CROWBAR TO STRAIGHTEN A MISALIGNED METER POSITION. THIS COULD DAMAGE THE METER.**
- **DO NOT ATTEMPT TO INSTALL A METER INTO AN OPENING THAT IS TOO LONG BY FORCING THE PIPING INTO PLACE WITH THE METER'S COUPLING NUTS. THIS WILL CAUSE SERIOUS DAMAGE TO THE THREADED ENDS OF THE METER AND HOUSING.**
- **TO AVOID POTENTIAL PROBLEMS, CORRECT ANY IRREGULARITIES IN PIPE SPACING AND MISALIGNMENT BEFORE PLACING THE METER INTO ITS POSITION.**

SPECIAL INSTRUCTIONS FOR REMOVING A METER

⚠ WARNING

DEPRESSURIZE THE LINE BEFORE STARTING ANY DISASSEMBLY OPERATION. REMOVING A METER THAT IS UNDER LINE PRESSURE CAN RESULT IN COMPONENTS BECOMING PROJECTILES, CAPABLE OF CAUSING PERSONAL INJURY.

SPECIAL FITTINGS AND ACCESSORIES

To accommodate 5/8 in., 3/4 in. and 1 in. meter installations, special fittings and accessories are available. Metal meter setters, re-setters, horns and meter yokes are available for holding the service pipe in proper alignment to the meter and laying length spacing. The metal setters and meter yokes can provide an electrical continuity to protect meters and consumers from electrical shocks.

NL bronze connections are available from Badger Meter. To compensate for minor service pipe and setting misalignment for a 5/8 in., 3/4 in. and 1 in. meter, plastic swivel connections are also available.

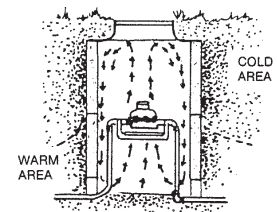
Cast iron or NL bronze companion flanges are available for a 1-1/2 in. and 2 in. meter.

INSTALLING RECORDALL DISC SERIES METERS

Outdoor Installations

When installed outdoors in a meter box, the disc meter should have a two- to three-inch clearance to avoid damage or strain to the service piping or meter, and to accommodate any "settling" that may occur after installation.

The service pipe in the meter box should be properly bedded to ensure that it is not axially misaligned and that it lays evenly on the bottom of the pipe trench. The backfill material covering the pipe should be placed appropriately to maintain pipe alignment in the event of eventual ground shifts. This will prevent damage to the pipe.



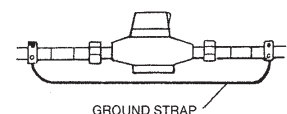
The service lines and the water meter must be protected from freezing. The earth covering the service line must be adequate to prevent frost penetration. Due to the smaller volume of water, service line pipes will freeze sooner than the main distribution line.

For those locations in which a remote possibility of freezing exists, thermoplastic or lead-free bronze alloy meters with cast iron bottoms are recommended.

The meter box pit should be excavated below the frost line. Even though the meter itself may be positioned above the frost line, the warmer air rising from the earth below the frost line will reduce the possibility of freezing.

Indoor Installations

As a precautionary measure when working with metallic pipes, indoor settings must be checked for electrical continuity through the service pipe before you remove or service a meter. American Water Works Association (AWWA) policy specifies that service pipes must not be used as an electrical ground. Check your local codes and practices. A permanent ground strap or metal setter must be used if electrical grounding to water services is required in your community. This is especially important for the engineered polymer meter.



To prevent floor damage, close the valve downstream from the meter before installing or removing a meter.

INSTALLATION INSTRUCTIONS

To prepare for meter installation, follow these steps:

1. Close the meter's inlet-side valve.
2. Open a faucet and wait until water flow stops, to depressurize the system. Do not remove the meter until the flow stops.
3. Check valves and make necessary repairs to the curb (shut-off) valve or inlet side valve if necessary.
4. Close the meter's outlet-side valve. Protect the floor below the meter against potential spills or leaks that could occur. Protect the coupling area from debris, so that the new meter will not be damaged or contaminated.
5. To replace an existing meter, continue with Step 6. To install a new meter, skip to Step 8.
6. Loosen meter couplings or flange bolts and remove the meter and the old gaskets in the coupling nuts.

IMPORTANT

Replace the entire connection set when you replace the meter (or earlier, if necessary).

7. Clean the coupling nuts or flange ends, removing any pipe dope or dirt from the threads or flange ends.
8. Check the existing setting for proper alignment and spacing. Correct any misalignment and spacing in the setting.
9. Place the new connection gaskets inside the connection coupling nuts.
10. Install the meter in the pipeline in a horizontal position so that the flow arrow on the meter housing points in the same direction as water flow.

5/8 in. to 2 in. Threaded Ends

11. Start the coupling nuts at the threaded meter ends. Verify that the nuts are properly aligned to avoid cross-threading or damage to the meter ends. This is especially important for the engineered polymer meter.

An effective method for starting a coupling nut is:

- a. Position the nut squarely against the meter's spud end.
- b. Turn the nut counterclockwise (in reverse) while holding the nut against the meter spud end. When the first threads on both the nut and the spud end coincide, you will hear a slight click and feel the nut move into the starting position.
- c. Tighten the nut by hand until it is snug.
- d. With an open-end wrench, apply a partial turn. Do not over tighten. For plastic swivel connections, a one-quarter turn is usually sufficient.

1-1/2 in. to 2 in. Elliptical Flange Ends

12. With meter and gaskets in place, tighten the flange connection bolts. Verify the nuts are properly aligned to avoid damage to the flanged ends.

PROTECT AGAINST LEAKAGE

Before turning on the service water, use care to protect against potential leakage.

1. Shut off the valves on both the inlet and outlet sides of the meter.
2. Open the curb (shutoff) valve slowly to pressurize the service line to the meter.
3. Slowly open the meter's inlet-side valve to fill the meter.
4. Check for leaks around the meter and its connections.
5. Slowly open the meter's outlet-side valve to pressurize the consumer side of the system.
6. Open a faucet to allow entrapped air to escape.
7. Once water is flowing normally, turn off the faucet.

Making Water Visible®

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APPENDIX E: SAMPLE AGREEMENT & CERTIFICATE OF INSURANCE



Services Agreement

Contract #: YYYY-##-DEPT_CONTRACTOR_NAME
Project: Add project name
GL Code: Add account and work order OR see Schedule B
Board Res. #: Add Res #

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: Add name

Telephone #: Add phone #

Email: Add email

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 **[Location]**.
- (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 Services
Schedule B: Contract Payment Terms
Schedule C: Pricing Schedules
Schedule D: Personnel & Equipment
- (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 **\$Amount of Insurance**.
- (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 **\$Amount of Insurance** 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 premises & operations insurance;
 - (vii) 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);
 - (viii) 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;
 - (ix) 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) professional liability coverage in the amount of **\$Amount of Insurance** dollars per claim and **\$Amount of Insurance** dollars aggregate, with a maximum deductible of \$50,000;
 - (d) pollution/environmental impairment liability insurance in the amount of **\$Amount of Insurance** dollars per occurrence and **\$Amount of Insurance** dollars aggregate, with a maximum deductible of

\$50,000;

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 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);
 - (v) 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;
 - (vi) 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.
- (e) course of construction/builders risk coverage in the amount of **\$Amount of Insurance** dollars with a maximum \$10,000 deductible;
- (f) all risk property coverage in an amount sufficient to cover the cost of the contractor's equipment and tools needed for this contract, as well as work product in progress prior to delivery.

Such coverage will:

- (A) Include an Installation Floater

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 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.

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 Contract Security.
- 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

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 D – 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, the Contractor must provide the RDCK security for the performance of its obligations under the Contract in the form of an Irrevocable Commercial Letter of Credit or Bank Draft or Certified Cheque in the amount of 10% of the Contract Price detailed in this Schedule, which security was issued by a financial institution within the RDCK that is acceptable to the RDCK in its absolute discretion and in form and substance approved by the RDCK.

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: ACCOUNT # & WORK ORDER #
- 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 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.
- 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.

SCHEDULE C: PRICING SCHEDULES

INSERT SCHEDULE PROVIDED BY PROPONENT

SAMPLE

SCHEDULE D: PERSONNEL & EQUIPMENT

INSERT SCHEDULE PROVIDED BY PROPONENT

SAMPLE

INSERT SUBCONTRACTOR SCHEDULE PROVIDED BY PROPONENT

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

APPENDIX F: PRIME CONTRACTOR AGREEMENT



Prime Contractor Agreement

Contract #: YYYY-##-DEPT_CONTRACTOR_NAME

Project: Add project name

THIS AGREEMENT made effective the day day of month, 2025.

FOR: [Click or tap here to enter text.](#)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY

(hereinafter called the RDCK)

at the following address:

Box 590, 202 Lakeside Drive

Nelson, BC V1L 5R4

Agreement Administrator: Add name

Telephone #: [Click here to add phone #](#)

Email: [Click here to add email](#)

AND

[CLICK HERE TO ADD CONTRACTOR NAME](#)

(hereinafter called the PRIME CONTRACTOR)

at the following address:

[Click here to add address](#)

[City, Province, Postal Code](#)

Agreement Administrator: Add name

Telephone: [Click here to add phone #](#)

Email: [Click here to add email](#)

WHEREAS:

- (a) The RDCK and the Prime Contractor entered into a [add contract type](#) (the "Contract") dated [add date](#) wherein the Prime Contractor agreed to perform certain Work on the Area of Operation as set out in the Contract;
- (b) The Prime Contractor has indicated that it intends to be the only employer on the workspace. However, in the event that additional employers or contractors enter the Area of Operation (within the "Workplace" as per Appendix A) then a multiple-employer workplace under the Workers Compensation Act (the "Act") will come into effect; and
- (c) The Prime Contractor has agreed with the RDCK to be designated as the prime contractor for the purposes of coordinating occupational health and safety matters under the Act and the written policies of the RDCK at the Worksite designated herein on the terms and conditions set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the terms and conditions of this Agreement and for valuable consideration exchanged between the parties (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

DESIGNATION

- 1 The RDCK designates the Prime Contractor and the Prime Contractor accepts the designation from the RDCK as the prime contractor (as defined in the Act) for the "Workplace" attached hereto and defined under this Prime Contractor Agreement.

RESPONSIBILITIES OF THE PRIME CONTRACTOR

- 2 The Prime Contractor will fully comply with all of the duties and responsibilities that are required of a prime contractor as established under the Act, the Occupational Health and Safety Regulation, and any other applicable legislation and, without limiting the generality of the foregoing, will do all of the following:
- (a) ensure that the activities of employers, workers and other persons at the Workplace relating to occupational health and safety are coordinated, consistent with the Act, the Occupational Health and Safety Regulation and its applicable guidelines and any other applicable legislation and the RDCK's written policies relating to occupational health and safety (the "Rules");
 - (b) do everything that is reasonably practicable to establish and maintain systems or processes that will ensure compliance with the Act, the Occupational Health and Safety Regulation and its applicable guidelines and any other applicable legislation and the Rules at the Workplace;
 - (c) establish and maintain a safety program for operations at the Workplace (the "Safety Program") and site specific safety plans (the "Site Specific Safety Plans") for site specific Workplaces as and when required pursuant to the Safety Program;
 - (d) conduct workplace assessments to ensure that equipment, supplies, facilities, first aid attendants and services are adequate and appropriate and ensure that a system or process is in place to establish and maintain the first aid equipment, supplies, facilities, first aid attendants and services as required under the Occupational Health and Safety Regulation;
 - (e) establish, monitor and coordinate the activities of a joint health and safety committee within the Workplace where required by the Act or its regulations or guidelines or as otherwise necessary to coordinate occupational health and safety matters at the Workplace;
 - (f) prepare and deliver the "Notice of Project" as and when required by the Occupational Health and Safety Regulation;
 - (g) obtain from each employer within the Workplace the name of the person designated as supervisor of the employer's workers as required under Section 24(2) of the Act;
 - (h) collect safety statistics regarding the operations of the Contractor and any subcontractors on forms provided by the RDCK and on a monthly basis, by the 3rd working day of each calendar month, provide a report to the RDCK in an acceptable form setting out matters relating to safety at the Workplace for the preceding month;
 - (i) immediately notify the RDCK of (i) an inspection or investigation relating to safety by a government official or (ii) any possible contravention of occupational health or safety legislation arising at the Workplace;
 - (j) notify the RDCK of all incidents at the Workplace requiring medical treatment and any other incidents that are required to be recorded pursuant to the Safety Program, within 24 hours of the occurrence of the incident;
 - (k) promptly implement all safety recommendations of the RDCK, acting reasonably;
 - (l) deliver to the RDCK
 - (i) a copy of the Notice of Project, and
 - (ii) a copy of the Safety Program;
 - (m) provide to all other employers within the Workplace the applicable Site Specific Safety Plans prepared pursuant to the Safety Program;
 - (n) take steps to develop and maintain open communication relating to safety matters with the other employers and workers within the Workplace; and

- (o) provide additional training to the safety committee if required by the RDCK.

RESPONSIBILITIES OF THE RDCK

3 The RDCK will:

- (a) review the Safety Program prior to its implementation and may require that the Prime Contractor make changes to the Safety Program that the RDCK reasonably believes better reflect the intent of the Act, the Occupational Health and Safety Regulation, any other applicable legislation or the Rules and, if such a request is made, the Prime Contractor will promptly make all such reasonable changes to the Safety Program, and
- (b) from time to time attend at the Workplace to review all aspects of safety, including the Prime Contractor's implementation of the Safety Program, and the Prime Contractor will respond to any concerns the RDCK may have with regard to safety within the Workplace.

4 CHANGES BY THE RDCK:

- (a) The RDCK may at any time during the term of the Contract, and on written notice to the Prime Contractor, suspend, limit, or terminate any or all of the Prime Contractor's obligations under this Prime Contractor Agreement, as solely determined by the RDCK.

5 AFFECTED PARTIES:

- (a) The following other parties are a party to the creation of a multiple employer workplace and are affected by this Agreement and the responsibilities of the Prime Contractor as laid out herein:

FIRM NAME	ADDRESS

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 PRIME CONTRACTOR NAME
	By its authorized signatories
(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)