

Request for Quote

Creston & District Community Complex: Pool Lighting Upgrades

PRJ #24042

Issued: on May 9, 2025

Closing Location:

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

Closing Date and Time:

May 22, 2025 at 2:00pm, Local Time

Carolyn Hogan

Project Manager

250.551.5815

CHogan@rdck.bc.ca

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INVITATION & INSTRUCTIONS TO BIDDERS

1. Invitation & Instructions to Bidders

1.1 Executive Summary

The RDCK is seeking bids from qualified electrical contractors for the installation of pool lights at the Creston & District Community Complex located at 312 19th Ave N, Creston, BC.

1.2 Quote Documents

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

1.3 Enquiries

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

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

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

1.4 Examination of Site(s) and Local Conditions

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

If applicable, the Bidder should examine the Site(s) surroundings and, before submitting a Quote shall satisfy themselves as to the nature of the Site(s), 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 Quote.

A pre-tender site meeting is arranged for **May 16, 2025 at 9:00 am** local time and bidders are asked to meet in the main entrance.

1.5 Quote Closing Time and Location

Quotes will be accepted until the Closing Time and the Closing Location indicated on the cover page.

1.6 Quote Submissions

Faxed Quotes will not be accepted. Any Quote received after the Closing Time, or other than in the manner specified, will be considered disqualified and will be returned, unopened, to the Bidder.

A digital PDF format of the Quote may be sent by e-mail to: CHogan@rdck.bc.ca.

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

1.7 Ownership of Quote and Freedom of Information

All responses to this Request for Quote become the property of the RDCK. By submitting a Quote the Bidder agrees the RDCK has the right to copy the Quote Documents. Quotes 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 Quote under that Act. The requirement for confidentiality shall not apply to any Quote that is incorporated into the Contract for the supply of the Services. Further, the RDCK may disclose all or part of any Quote to the RDCK Board at a public meeting of the RDCK Board of Directors, when making a recommendation for the award of the Contract.

1.8 RDCK's Right to Accept or Reject Quote

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

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

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

1.9 No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Quote, and by submitting a Quote each Bidder shall be deemed to have agreed that it has no claim.

1.10 Confidentiality

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

1.11 Irregularities and Informalities

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

1.12 Basis of Contract Award

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

- a. the qualifications and experience necessary for the satisfactory performance of the assignment;
- b. the capacity of the Bidder to supply the Services promptly;
- c. the performance of the Bidder on similar projects, record of compliance with all statutes, regulations, and bylaws affecting the Bidder's previous supply of Services;
- d. a positive reference referral from previous experience;
- e. lowest price to the RDCK of having the Services supplied in accordance with the Request for Quote documents;
- f. conformity of the Quote to the requirements set forth in the description of Services; and
- g. conformance with the timing provided for in the Description of Services.

Bidders shall be competent and capable of supplying the Services.

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 Quotes 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 Quotes and to verify all information submitted by Bidders.

The RDCK reserves the right, at its discretion, to negotiate with any Bidder that the RDCK believes has the most advantageous Quote or with any other Bidder or Bidders concurrently. In no event will the RDCK be

required to offer any modified terms to any other Bidder prior to entering into the Contract with the successful Bidder, and the RDCK shall incur no liability to any other Bidder as a result of such negotiations or modifications.

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

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

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

1.13 Insurance

The Contractor shall be able to meet the insurance requirements specified in Section 1 (t) of the Services Agreement in Appendix B. Proof of insurance shall be provided on the RDCK's standard form.

1.14 Compliance with *Workers Compensation Act*

The Contractor shall be able to meet the WorkSafe BC requirements specified in the Services Agreement in Appendix B.

1.15 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.

1.16 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.

1.17 Form of Contract

By submission of a Quote, the Bidder agrees that, should it be identified as the successful Bidder, it is willing to enter into the Contract detailed in Appendix B with the RDCK within ten (10) days of the date of the Notice of Acceptance. The Contract will include of all documents listed below:

Notice to Proceed

Contract Agreement

Schedule A: Description of the Services and Scope of Work

Schedule B: Pricing Schedules (from Bid)

Schedule C: Project Schedule

Appendix A: Site Plan, Pool Lighting Layout

Certificate(s) of Insurance

WorkSafe BC Clearance Letter

By submission of a Quote, the Bidder agrees that, should it be identified as the Contractor, it is willing provide to the RDCK the necessary Insurance Policies within ten (10) days of the date of the Notice of Acceptance.

QUOTE FORM



REQUEST FOR QUOTE

CRESTON & DISTRICT COMMUNITY COMPLEX: POOL LIGHTING UPGRADES

PRJ #24042

CLOSING DATE & TIME: May 22, 2025, Local Time 2:00 PM

REGISTERED COMPANY NAME: _____

MAILING ADDRESS: _____

CITY/POSTAL CODE: _____

EMAIL ADDRESS: _____

WORKSAFE BC ACCOUNT NUMBER: _____

DATED: _____

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

The Bidder has carefully examined the Site(s) where the Services will be supplied or used and the Contract Documents for the Creston & District Community Complex: Pool Lighting Upgrades.

The undersigned Bidder understands 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 quoted in Schedule B- Pricing Schedules and in accordance with the other Schedules of this Quote.

Schedules A and B shall be read with and form part of this Quote as if embodied herein.

This Quote includes all Addenda numbers _____ to _____ inclusive.

The Bidder understands and agrees that:

- a. Once the Quotes for the Contract have been opened, this Quote and the offer constituted thereby shall not be revoked before EITHER acceptance thereof by the Regional District OR the expiration of sixty (60) calendar days after the opening of Quotes for the Contract, whichever shall first occur.
- b. the proposed rates specified in Schedule B-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;
- c. 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 B-Pricing Schedules;
- d. The lowest or any Quote will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Quote which it deems most advantageous and favorable in the interests of the RDCK; and waive informalities in, or reject any or all Quotes, in each case without giving any notice. In no event will the RDCK be responsible for the costs of preparation or submission of a Quote;

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

- e. The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Quote and to seek clarification or additional information on any area of any Quote 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 Quotes which are non-conforming because they do not contain the content or form required by these Instructions to Bidders or because they have not complied with the process for submission set out herein.

The Bidder agrees as follows:

- a. If the undersigned is notified in writing of the acceptance of their Quote, it agrees that within fifteen (15) days of the date of the Notice of Award they will enter into an Agreement and execute the Contract for the supply of the Services and guarantees completion of the Contract in accordance with the Contract Documents;
- b. Within fifteen (15) days from the date of the Notice of Award of this Quote, to furnish to the Regional District, the specified insurance and the Contract Security for the performance of the Contract;
- c. To begin supply of the Services on the date specified in the Notice to Proceed;
- d. Except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Request for Quote, and by submitting a Quote each Bidder shall be deemed to have agreed that it has no claim; and
- e. The RDCK reserves the right, at its discretion, to negotiate with any Bidder that the RDCK believes has the most advantageous Quote or with any other Bidder or Bidders concurrently. In no event will the RDCK be required to offer any modified terms to any other Bidder prior to entering into the Contract with the successful Bidder, and the RDCK shall incur no liability to any other Bidder as a result of such negotiations or modifications.

Signature of Bidder

SCHEDULES

Schedule A: Scope of Work
Schedule B: Pricing Schedules
Schedule C: Project Schedule

SCHEDULE A: SCOPE OF WORK

2. Description of the Services

This Part shall be read with and shall form part of the Contract to be executed by the parties.

2.1 Detailed Scope of Work

The Contractor is responsible to provide all qualified labour, equipment and personnel to complete the replacement of the existing pool lights at the Creston & District Community Complex.

Note: the RDCK will be pre-purchasing the lights, 12V AC transformers and OMNIPL Controller with 4 relay additional module for up to 8 relays. Bidders are not to include supply of these items in their pricing.

- General
 - Fees, permits, inspections, etc. required for electrical compliance with the Authority Having Jurisdiction (AHJ), code requirements and TSBC.
 - Removal and disposal of existing lighting.
 - Installation of twenty-one (21) 10" niche retrofit underwater RGB LED pool lights (R10CL12C1WMP) as per the manufacturer's installation.
 - Installation of fourteen (14) 6" niche retrofit underwater RGB LED pool lights (R6CL121WMP) as per the manufacturer's installation.
 - Installation of 12V AC transforms as required.
 - Installation of OMNIPL Controller and OMNIlogic 4 relay additional module (SKUHLPRO4SW)
 - Supply and installation of all wiring that may be required.
 - Lighting installation schedule is to be completed as per Schedule C: Project Schedule to align with the CDRD's annual pool shut-down schedule.

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 B: PRICING SCHEDULES

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

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

ITEM	LUMP SUM
All work as outlined in the Scope of Work.	\$
SUB-TOTAL	\$
GST	\$
TOTAL	\$

If required, the Contractor is to supply the additional following items at the price listed:

Line Item Pricing:

ITEM		
7-14 wiring	\$/LNF	\$

Signature of Bidder

SCHEDULE C: PROJECT SCHEDULE

Bidder shall adhere to the following proposed schedule to align with the CDCC planned pool shut down August 18th to September 1st.

Stage	Proposed Schedule for Completion	Completion Milestone
Contract Award	After June 19, 2025	Acceptance by the RDCK
Submission of Shop Drawings	Within 30 days from Notice to Proceed	Acceptance by the RDCK
Lap Pool Installation	August 21, 2025	Acceptance by the RDCK
Leisure Pool Installation	August 26, 2025	Acceptance by the RDCK
Swirl Pool Installation	August 31, 2025	Acceptance by the RDCK
Substantial Completion	September 15, 2025	Acceptance by the RDCK
Completion of all Deficiencies	September 30, 2025	Final Acceptance of the Work
Warranty	September 15, 2026	Total Completion of the Work

APPENDICES

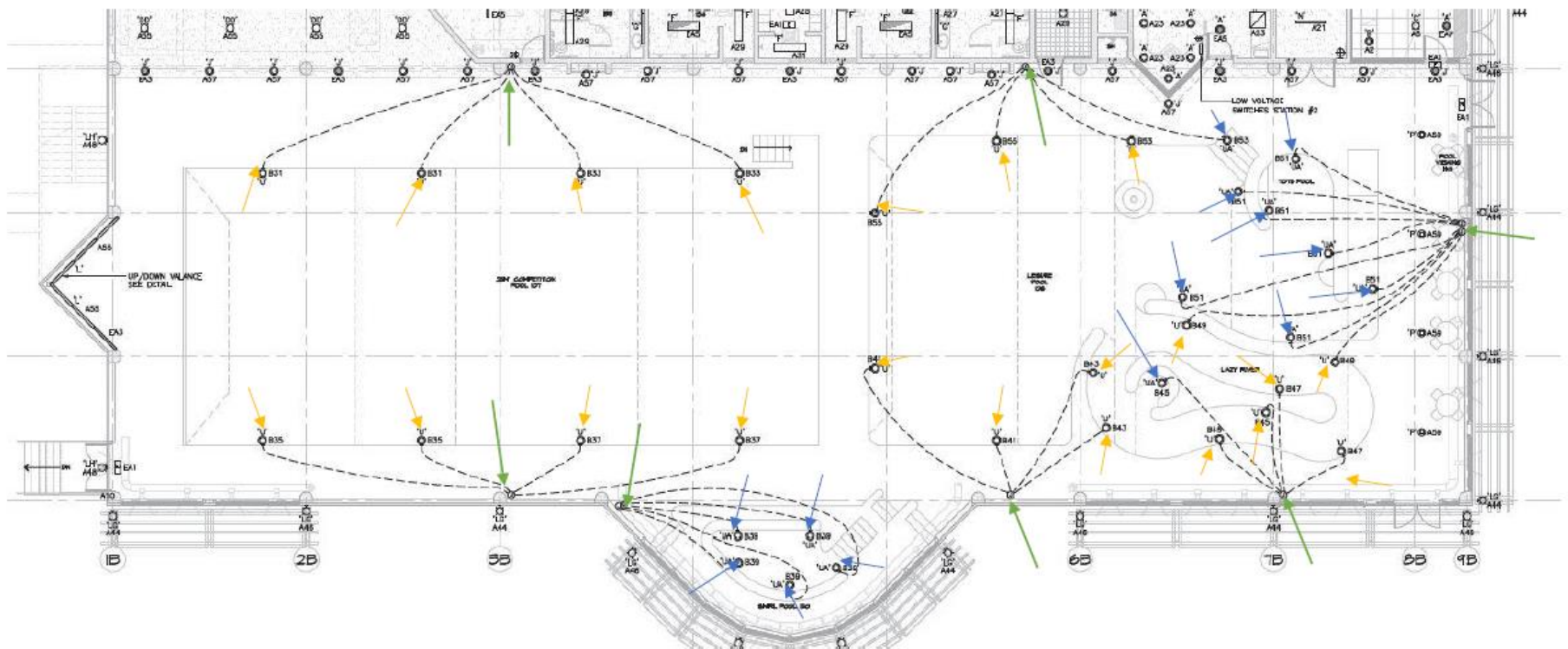
Appendix A: Site Plan(s) or Location

Appendix B: Sample Agreement and Certificate of Insurance

APPENDIX A: SITE PLAN(S) & POOL LIGHTING LAYOUT



Creston & District Community Complex: 312 19 Ave N, Creston, BC



CDCC Pool Lighting Layout:

Yellow Arrow: 10" niche light

Blue Arrow: 6" niche light

Green Arrow: junction boxes

APPENDIX B: SAMPLE AGREEMENT & CERTIFICATE OF INSURANCE



Services Agreement

Contract #: **YYYY-##-DEPT_CONTRACTOR_NAME**

Project: **PRJ24042 – Creston & District Community Complex Pool Light Upgrades**

GL Code: **CAP1493-100**

THIS AGREEMENT executed and dated for reference the:

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

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY

(hereinafter called the RDCK)

at the following address:

Box 590, 202 Lakeside Drive

Nelson, BC V1L 5R4

Agreement Administrator: Carolyn Hogan

Telephone #: 250.352.5815

Email: CHogan@rdck.bc.ca

AND

CLICK HERE TO ADD CONTRACTOR NAME

(hereinafter called the 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**

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 Creston & District Community Complex located at 312 - 19th Ave N. Creston, BC.
- (e) **CONTRACT PRICE/RATE:** \$[Amount] (excluding GST) and on the terms set out in Schedule B.
- (f) **BILLING DATE:** Upon completion of the Project.
- (g) Schedules A and B are incorporated into, and form part of this Agreement.
- (h) The following terms and conditions are incorporated into, and form part of this Agreement:

THE CONTRACTOR'S OBLIGATIONS

2 The Contractor shall:

- (a) Undertake all work and supply all materials necessary to perform the Services, unless stipulated otherwise in Schedule A;
- (b) Upon the request of the Regional District of Central Kootenay (herein after called the **RDCK**) fully inform the RDCK of the work done by the Contractor in connection with the provision of the Services and permit the RDCK at all reasonable times to inspect, review and copy all works, productions, buildings, accounting records, findings, data, specifications, drawings, working papers, reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this agreement;
- (c) Comply with all applicable municipal, provincial and federal legislation and regulations;
- (d) At its own expense, obtain all permits and licenses necessary for the performance of the Services, and on request provide the RDCK with proof of having obtained such licenses or permits;
- (e) Promptly pay all persons employed by it;
- (f) Not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK;
- (g) 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;
- (h) 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;
- (i) 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;
- (j) Be an independent Contractor and not the servant, employee or agent of the RDCK;
- (k) Ensure all persons employed by it to perform the Services are competent to perform them, adequately trained, fully instructed and supervised;
- (l) 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;

- (m) At its own expense, obtain Workers Compensation Board coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Services. Upon request, the Contractor shall provide the RDCK with proof of such compliance;
- (n) 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;
- (o) 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;
- (p) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money;
- (q) Establish and maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred;
- (r) Notwithstanding the provision of any insurance coverage by the RDCK, 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;
- (s) 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;
- (t) 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:
- (i) Automobile Liability (third party) insurance with a minimum limit of **\$5,000,000**.
 - (ii) 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:
- (A) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;
 - (B) include the Contractor's Blanket contractual liability;
 - (C) include a Cross Liability clause;
 - (D) include occurrence property damage;
 - (E) include personal injury;

- (F) 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);
 - (G) 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;
 - (H) 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.
- (iii) 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
- (u) Inspect the site where the Services are to be performed (the SITE) and become familiar with all conditions pertaining thereto prior to commencement of the Services;
- (v) Where materials and supplies are to be provided by the Contractor, use only the best quality available;
- (w) Where samples of materials or supplies are requested by the RDCK, submit them to the RDCK for the RDCK's approval prior to their use;
- (x) Not cover up any works without the prior approval or consent of the RDCK and, if so required by the RDCK, uncover such works at the Contractor's expense; and
- (y) Keep the Site free of accumulated waste material and rubbish caused by it or the Services and, on the completion of the Services, leave the Site in a safe, clean and sanitary condition.

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY'S OBLIGATIONS

3 The RDCK shall:

- (a) Subject to the provisions of this Agreement, pay the Contractor, in full payment for the Services which in the opinion of the RDCK at the times set out is Schedule B of this Agreement (herein called **CONTRACT PRICE**), and the Contractor shall accept such payment as full payment for the Services;
- (b) Notwithstanding Subsection 3(a), not be under any obligation to advance to the Contractor more than 90% of the Contract Price for Services rendered in accordance with Schedule A to the satisfaction of the RDCK. The 10% holdback shall be retained and paid back in accordance with the *Builder Lien Act*;
- (c) Providing that it is not in breach of any of its obligations under this Agreement, holdback from the Contract Price in addition to the 10% holdback contemplated in Subsection 3(b), sufficient monies to indemnify the RDCK completely against any lien or claim of lien arising in connection with the provision of the Services;

- (d) Make available to the Contractor all available information considered by the RDCK to be pertinent to the Services;
- (e) Give the Contractor reasonable notice of anything the RDCK considers likely to materially affect the provision of the Services; and
- (f) Examine all studies, reports, sketches, proposals and documents provided by the Contractor under this Agreement, and render decisions pertaining thereto within a reasonable time.

TERMINATION OF AGREEMENT

- 4 In the event of a substantial failure of a party to perform in accordance with the terms and conditions of this Agreement, it may be terminated by the other party on five (5) days' written notice.
- 5 The RDCK may, at its sole discretion, terminate this Agreement on ten (10) days' notice, and the payment of funds required to be made pursuant to Section 6 shall discharge the RDCK of all of its liability to the Contractor under this Agreement.
- 6 Where this Agreement expires or is terminated before 100% completion of the Services, the RDCK shall pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the RDCK prior to expiration or termination.
- 7 Where the Contractor fails to perform or comply with the provisions of this Agreement the RDCK may, in addition to terminating this Agreement, pursue such remedies as it deems necessary.

GENERAL TERMS

- 8 The RDCK shall be the sole judge of the work, material and the standards of workmanship in respect of both quality and quantity of the Services, and his decision on all questions in dispute with regard thereto, or as to the meaning and intentions of this contract, and as to the meaning or interpretation of the plans, drawings and specifications, shall be final, and no Services shall be deemed to have been performed as to entitle the Contractor to payment therefrom, until the RDCK is satisfied therewith.
- 9 The RDCK certifies that the Service purchased pursuant to this Agreement are for the use of and are being purchased by the RDCK and are therefore subject to the *Excise Tax Act* (Canada).
- 10 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 11 Time shall be of the essence of this Agreement.
- 12 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.
- 13 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 14 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.
- 15 A waiver under Section 14 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

- 16 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.
- 17 The copyright in the Material belongs to the RDCK.
- 18 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.
- 19 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.
- 20 Where the Contractor is a partnership, all partners are to execute this Agreement.
- 21 Sections 2 b), i), j), r), and 17 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.
- 22 Parts 2, 3 and 4 of the Request for Quote/Request for Proposals/Invitation to Tender of the RDCK dated [Date] and the Contractor's Quote/Proposal/Bid provided in response are hereby incorporated into and forms part of this Agreement.
- 23 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	CLICK HERE TO 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: SERVICES

[Describe Services]

SAMPLE

SCHEDULE B: CONTRACT PAYMENT TERMS

1 Total budget shall not exceed \$[Amount] (excluding GST).

2 Invoices to be submitted upon completion of the Project.

The following contract number and GL code(s) **must** be quoted on the invoice(s):

Contract Number: **YYYY-##-DEPT_CONTRACTOR_NAME**

GL Code: **CAP1493-100**

Invoices should 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.

3 Invoices to be paid on net 30 day term.

4 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.

5 The Contractor's name on the invoice must match the name identified in the first page of this contract.



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