



Request for Quote

ERICKSON WATER SYSTEM: WATER METERS SUPPLY – PHASE 2
PRJ25030

Issued: on May 13, 2025

Closing Location:

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

Closing Date and Time:

May 29, 2025, and 2:00 pm, Local Time (PST)

AJ Evenson

Senior Project Manager

250.551.0774

AEvenson@rdck.bc.ca

TABLE OF CONTENTS

INVITATION & INSTRUCTIONS TO BIDDERS	1
1. Invitation & Instructions to Bidders	1
1.1 Executive Summary	1
1.2 Quote Documents	1
1.3 Enquiries	1
1.4 Examination of Site(s) and Local Conditions	1
1.5 Quote Closing Time and Location	1
1.6 Quote Submissions	2
1.7 Ownership of Quote and Freedom of Information	2
1.8 RDCK's Right to Accept or Reject Quote	2
1.9 No Claim for Compensation	3
1.10 Confidentiality	3
1.11 Irrevocability and Acceptance of Quote	3
1.12 Irregularities and Informalities	3
1.13 Basis of Contract Award	3
1.14 Health and Safety	4
1.15 Sub-Contractors	4
1.16 Form of Contract	5
QUOTE FORM	1
SCHEDULE A: SCOPE OF WORK	5
2. Description of the Services	5
2.1 Detailed Scope of Work	5
2.2 Contractor's Control of Supply of Services	5
2.3 Contractor's Responsibilities	6
SCHEDULE B: PRICING SCHEDULES	7
APPENDIX A: SAMPLE PURCHASE OF GOODS AGREEMENT	8

INVITATION & INSTRUCTIONS TO BIDDERS

1. Invitation & Instructions to Bidders

1.1 Executive Summary

The RDCK is seeking quotes from qualified firms to undertake the supply and delivery of residential water meters in the Erickson Water System.

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:

AJ Evenson
Senior Project Manager
Email: AEvenson@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.

Bidders should make their own arrangements to visit the Site(s) indicated in Appendix A-Site Plan.

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: AEvenson@rdck.bc.ca.

The RDCK email server has about a 20 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.

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.

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 Irrevocability and Acceptance of Quote

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

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

1.12 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.

1.13 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.

1.14 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.

1.15 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.

1.16 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: Scope of Work

 - Schedule B: Pricing Schedules from Quote

QUOTE FORM



REQUEST FOR QUOTE

ERICKSON WATER SYSTEM: WATER METERS SUPPLY – PHASE 2 PRJ25030

CLOSING DATE & TIME: May 29, 2025, and 2:00 pm, Local Time (PST)

REGISTERED COMPANY NAME: _____

MAILING ADDRESS: _____

CITY/POSTAL CODE: _____

EMAIL ADDRESS: _____

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 PRJ25030: Erickson Water System – Water Meters Supply – Phase 2.

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 ninety (90) 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.

- 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 further understands and 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.

SIGNED, SEALED AND DELIVERED by:

Name of Bidder (Company)

In the presence of:

Name (printed)

Witness Name (printed)

Authorized Signature

Witness Signature

Address (printed)

Address (printed)

Address (printed)

Address (printed)

Telephone

Telephone

DATED this _____ day of _____, 2025.

SCHEDULES

Schedule A: Scope of Work

Schedule B: Pricing Schedules

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 RDCK is requesting bids for a total of 506 Badger water meters and Orion endpoints as identified in the table below. All meters and endpoints must be delivered to Creston BC prior to December 31, 2025.

Bidders should be advised that the meters will be stored in a covered but open air shelter where below 0 degree Celsius temperatures will be experienced until the units are installed. Bidders should ensure that all meters are tested, drained and able to withstand freezing temperatures without damaging the meters.

Meters shall be delivered on a truck which is capable of unloading all palletized meters by the truck operator/driver. RDCK staff do not have the ability/capacity to unload pallets. Delivery address is 3718 Haskins Road, Creston, BC V0B 1G1.

Meter Description	Quantity
Badger Recordall M35 3/4" (9") Positive Displacement Lead-Free Bronze Body Meter w/ CI Bottom c/w HR-E LCD Register w/ 10' Badger Twist Tight Connector OR APPROVED EQUIVALENT Visual Read: 5/4 (00000.0000) m3 Encoded Output: 9-Digit (XXXXX.XXXX) m3	477
Badger Recordall M55 1" Positive Displacement Lead-Free Bronze Body Meter c/w HR-E LCD Register w/ 10' Badger Twist Tight Connector OR APPROVED EQUIVALENT Visual Read: 5/4 (00000.0000) m3 Encoded Output: 9-Digit (XXXXX.XXXX) m3	27
Badger Recordall M120 1-1/2" Positive Displacement Lead-Free Bronze Body Meter w/ CI Bottom c/w HR-E LCD Register w/ 10' Badger Twist Tight Connector OR APPROVED EQUIVALENT Visual Read: 6/3 (000000.000) m3 Encoded Output: 9-Digit (XXXXXX.XXX) m3	2
Badger Orion Cellular Endpoint c/w 8" Badger Twist Tight Connector	506
Through Lid Install Kit	506
Twist Tight Connector Security Cover	506

2.2 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.

2.3 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.

Meter Description	Quantity	Unit Price	Extended
Badger Recordall M35 3/4" (9") Positive Displacement Lead-Free Bronze Body Meter w/ CI Bottom c/w HR-E LCD Register w/ 10' Badger Twist Tight Connector OR APPROVED EQUIVALENT Visual Read: 5/4 (00000.0000) m3 Encoded Output: 9-Digit (XXXXX.XXXX) m3	477		
Badger Recordall M55 1" Positive Displacement Lead-Free Bronze Body Meter c/w HR-E LCD Register w/ 10' Badger Twist Tight Connector OR APPROVED EQUIVALENT Visual Read: 5/4 (00000.0000) m3 Encoded Output: 9-Digit (XXXXX.XXXX) m3	27		
Badger Recordall M120 1-1/2" Positive Displacement Lead-Free Bronze Body Meter w/ CI Bottom c/w HR-E LCD Register w/ 10' Badger Twist Tight Connector OR APPROVED EQUIVALENT Visual Read: 6/3 (000000.000) m3 Encoded Output: 9-Digit (XXXXXX.XXX) m3	2		
Badger Orion Cellular Endpoint c/w 8" Badger Twist Tight Connector	506		
Through Lid Install Kit	506		
Twist Tight Connector Security Cover	506		
Subtotal			
GST			
Grand Total			

The onus is on the Bidder to determine during the course of the procurement (through engagement with the manufacturers and their suppliers) which materials that have been specified, are subject to tariffs and the applicable percentage applied. The Bidder should undertake their own cost risk analysis and determine their bid amount accordingly. The RDCK at this time, will not accept cost increases after tender closing and prices submitted are to be held for the ninety (90) days, as specified in the procurement documents.

APPENDIX A: SAMPLE PURCHASE OF GOODS AGREEMENT



Purchase of Goods Agreement

Contract #: YYY-##-DEPT_CONTRACTOR_NAME

Project: PRJ25030 – Erickson Water System – Water Meters Supply – Phase 2

GL Code: Add account & work order #

Board Resolution(s): Add Board Resolution(s) relevant to this contract #

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

CLICK HERE TO ADD VENDOR NAME

(hereinafter called the VENDOR)

at the following address:

Click here to add address
City, Province, Postal Code

Agreement Administrator: AJ Evenson

Telephone #: 250.352.8191

Email: AEvenson@rdck.bc.ca

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 VENDOR AGREE AS FOLLOWS:

- (a) **GOODS:** The Vendor shall provide the goods detailed in Schedule A of this Agreement (the **GOODS**).
- (b) **TERM:** Notwithstanding the date of execution of this Agreement the Vendor shall provide the Goods described in Schedule A at the cost and terms described therein commencing on **DD Month YYYY** and ending on **December 31, 2025** (the **TERM**).
- (c) **LOCATION:** The location for delivery of the Goods shall be 3718 Haskins Road, Creston, BC.
- (d) **CONTRACT PRICE/RATE:** \$[Amount] (excluding GST) and on the terms set out in Schedule B.
- (e) **BILLING DATE:** Upon supply of the Goods.
- (f) Schedules A and B are incorporated into, and form part of this Agreement.
- (g) The following terms and conditions are incorporated into, and form part of this Agreement:

THE VENDOR'S OBLIGATIONS

2 The Vendor shall:

- (a) Undertake all work and supply all materials necessary to supply the Goods, unless stipulated otherwise in Schedule A;
- (b) Comply with all applicable municipal, provincial and federal legislation and regulations;
- (c) At its own expense, obtain all permits and licenses necessary for the supply of the Goods, and on request provide the RDCK with proof of having obtained such licenses or permits;
- (d) 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;
- (e) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the supply of similar Goods;
- (f) At all times, treat as confidential all information and material supplied to or obtained by the Vendor 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;
- (g) 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 Vendor or its 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 Vendor(s), assign(s) and authorized representative(s) or any other persons;
- (h) Use due care that no person or property is injured and no rights infringed in the supply of the Goods, 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 Goods or in any other respect whatsoever;
- (i) Without limiting its obligations or liabilities under this Agreement, and at its own expense, the Vendor shall obtain and maintain in force through the duration of the this Agreement Commercial General Liability insurance in an amount necessary to cover the risks it has assumed or may encounter as a result of entering into this Agreement;
- (j) The Vendor shall be solely responsible for determining and obtaining what additional insurance coverage, if any, is necessary or advisable for the protection of the Vendor or that is required by the Vendor to fulfill its obligations under this Agreement, with such additional insurance maintained and provided at the sole expense of the Vendor;
- (k) 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 in the Goods;
- (l) The Vendor shall deliver the Goods to the shipping location designated by the RDCK in accordance with INCOTERM (2020) Duty Delivery Paid (DDP). ;

- (m) For all shipments originating outside of Canada, the Vendor will ensure that properly executed customs documents are completed and must accompany each shipment, unless instructed otherwise by the RDCK; The Vendor will be responsible for paying any excise tax or other customs duties or levies in force at the time of shipment. The Vendor will clearly label and identify the RDCK's Agreement Administrator's contact information as indicated on the first page of this Agreement;
- (n) The Vendor will supply Goods pursuant to Schedule A and to the place or places specified in this Agreement; If a method of shipping, carrier or route is specified, no deviation from those terms may be made without the RDCK's prior approval; The Vendor will be responsible for any additional costs, losses or damages resulting from an unauthorized deviation in method of shipping, carrier or route; The RDCK reserves the right to cancel any Goods not shipped as specified in this Agreement;
- (o) No extra charges by Vendor will be allowed for tarping, special handling, packing boxing or crating, or for cases, packages, pallets, drums, reels or boxes, unless agreed to by the RDCK; The Vendor will mark all cases, packages, and bundles delivering the Goods with the contract number and RDCK Agreement Administrator's contact information as indicated on the first page of this Agreement; The Vendor will enclose a packing slip with each shipment showing the contract number, RDCK Agreement Administrator's contact information and full description of all Goods; The Vendor will be responsible for any damage to the Goods resulting from improper packing;
- (p) No substitutions of Goods will be accepted unless they are authorized by the RDCK and, if authorized, must conform to specifications or other requirements and be equal or better in terms of value, functionality, performance, durability and availability;
- (q) All Goods are subject to inspection and approval by the RDCK upon delivery; The RDCK may refuse acceptance of Goods that are damaged or defective, that do not conform to specifications or that otherwise fail to comply with this Agreement; The RDCK may inspect Goods at any time, but neither inspection nor non-inspection by the RDCK relieves the Vendor of its obligations hereunder; If the RDCK considers that any Goods are damaged or defective, fail to conform to specifications or fail to otherwise meet requirements herein, the Vendor at its sole expense will promptly make the necessary corrections, replacements or repairs; The Vendor will be responsible for all costs associated with the return and replacement of any damaged, defective or non-conforming Goods, including all freight and handling charges;
- (r) Title to the Goods will pass to the RDCK upon the earlier of payment for such Goods by the RDCK or when the Goods are accepted by the RDCK, provided that risk of loss and damage will remain with the Vendor and will not transfer to the RDCK until the Goods are accepted by the RDCK;
- (s) Without limiting any additional warranties provided by the Vendor, the Vendor warrants that all Goods will be new, of merchantable quality, free from defects in workmanship, design and materials and fit for their intended purpose, will strictly conform to applicable samples, specifications, drawings or other requirements furnished by the RDCK and will be transferred to the RDCK free and clear of liens, charges and encumbrances; Unless a longer period is specified in this Agreement, the Vendor will, without cost to the RDCK, correct, replace or repair any Goods which are defective or become defective, by reason of workmanship, design or material, or that otherwise fail to conform to the requirements of this Agreement, within one year from the date of acceptance by the RDCK; No express warranty or condition herein, nor any other term, will limit or exclude any warranty or condition otherwise imposed by statute; All warranties will remain in effect notwithstanding the expiry or earlier termination of this Agreement; The Vendor will assign to the RDCK or will enforce for the benefit of the RDCK any and all warranties granted by manufacturers, suppliers or sub-contractors;

- (t) All electrical equipment must be Canadian Standards Association (CSA) approved or Province of British Columbia Electrical Energy Board approved, and must bear the appropriate sticker.

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY'S OBLIGATIONS

- 3 The RDCK shall:
- (a) Subject to the provisions of this Agreement, pay the Vendor, in full payment for the Goods which in the opinion of the RDCK at the times set out is Schedule B of this Agreement (herein called **CONTRACT PRICE**), and the Vendor shall accept such payment as full payment for the Goods;
 - (b) Make available to the Vendor all available information considered by the RDCK to be pertinent to the supply of the Goods;
 - (c) Give the Vendor reasonable notice of anything the RDCK considers likely to materially affect the provision of the Goods.

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 Vendor under this Agreement.
- 6 Where this Agreement expires or is terminated before 100% completion of supply of Goods, the RDCK shall pay to the Vendor that portion of the Contract Price which is equal to the portion of Goods supplied to the satisfaction of the RDCK prior to expiration or termination.
- 7 Where the Vendor 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 Goods.
- 9 This Agreement shall be governed by the laws of the Province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia.
- 10 Time shall be of the essence of this Agreement.
- 11 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 12 A waiver of any provision or breach by the Vendor of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.
- 13 A waiver under Section 12 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 14 The RDCK may, at its discretion, notify the Vendor that the terms, amounts and types of insurance required

to be obtained by the Vendor hereunder be changed.

- 15 Where the Vendor 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 Vendor.
- 16 Where the Vendor is a partnership, all partners are to execute this Agreement.
- 17 Section 2 (g) of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.
- 18 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	NAME OF VENDOR
(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: GOODS

The Vendor shall supply and deliver a total of 506 Badger water meters and Orion endpoints as identified in the table below. All meters and endpoints must be delivered to Creston BC prior to December 31, 2025.

Vendor shall ensure that all meters are tested, drained and able to withstand freezing temperatures without damaging the meters.

Meters shall be delivered on a truck which is capable of unloading all palletized meters by the truck operator/driver. RDCK staff do not have the ability/capacity to unload pallets. Delivery address is 3718 Haskins Road, Creston, BC V0B 1G1.

Meter Description	Quantity
Badger Recordall M35 3/4" (9") Positive Displacement Lead-Free Bronze Body Meter w/ CI Bottom c/w HR-E LCD Register w/ 10' Badger Twist Tight Connector Visual Read: 5/4 (00000.0000) m3 Encoded Output: 9-Digit (XXXXX.XXXX) m3	477
Badger Recordall M55 1" Positive Displacement Lead-Free Bronze Body Meter c/w HR-E LCD Register w/ 10' Badger Twist Tight Connector Visual Read: 5/4 (00000.0000) m3 Encoded Output: 9-Digit (XXXXX.XXXX) m3	27
Badger Recordall M120 1-1/2" Positive Displacement Lead-Free Bronze Body Meter w/ CI Bottom c/w HR-E LCD Register w/ 10' Badger Twist Tight Connector Visual Read: 6/3 (000000.000) m3 Encoded Output: 9-Digit (XXXXXX.XXX) m3	2
Badger Orion Cellular Endpoint c/w 8" Badger Twist Tight Connector	506
Through Lid Install Kit	506
Twist Tight Connector Security Cover	506

SCHEDULE B: CONTRACT PAYMENT TERMS

- 1 Total budget shall not exceed \$[Amount] (excluding GST).
- 2 Invoices to be submitted upon supply of the Goods, and must be submitted no later than January 15th of the following year.
- 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 RDCK contract administrator identified on the first page of this contract in cc.
- 5 Invoices to be paid on net 30 day term.
- 6 The Vendor'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 Vendor's name on the invoice must match the name identified in the first page of this contract.