



# Negotiated Request for Proposals

## Edgewood Water System: Watermain Replacement PN13 – Consulting Services

NRFP No.: PRJ26013

### NRFP KEY INFORMATION

<b>Overview of the Opportunity</b>	The purpose of this NRFP is to invite Proposals from professional, qualified, and experienced companies for the provision of a detailed design and construction oversight of a watermain replacement in the Edgewood Water System.
<b>Opening Date</b>	<b>March 18, 2026</b>
<b>Closing Time and Date</b>	<b>2:00 pm Pacific Time April 27, 2026</b>
<b>Projected Timeline of Milestones and Deliverables</b>	<ul style="list-style-type: none"> <li>March 18, 2026 - Issue Request for Proposals</li> <li>April 27, 2026 - Deadline for Submissions</li> <li>May 25, 2026 - Award Contract</li> <li>July 17, 2026 - 50% Design Submission</li> <li>September 18, 2026 - Issued for Tender Submission</li> <li>January 20, 2027 - Award Construction Contract</li> <li>July 31, 2027 - Latest Substantial Completion</li> </ul>
<b>Questions</b>	Proponents must email their question(s) to the RDCK Representative, quoting the NRFP number and name in the subject line, before 2:00pm Pacific Time on <b>April 21, 2026</b> . Questions received after that time may not receive a response.
<b>RDCK Representative</b>	Jeannine Bradley Project Manager <a href="mailto:JBradley@rdck.bc.ca">JBradley@rdck.bc.ca</a>
<b>Proposal Submission Instructions</b>	<p>Proposal submissions must be emailed to the RDCK Representative or, if too big to email, transferred via a secure file link. Proposals must be in Microsoft Word and any other supporting documents must be submitted in PDF.</p> <ol style="list-style-type: none"> <li>1. <b>In the “Subject Field” enter: NRFP Number and Name</b></li> <li>2. The RDCK email server has an approximate 25 mb file size limit. Proponents must ensure that they have received a confirmation email prior to the closing time. If your Proposal is too large to send by email, please request a secure file link from the RDCK Representative or break down your submission into two or more emails, clearly identifying each email as being one out of x.</li> </ol>

<b>Obtaining NRFP Documents</b>	NRFP Documents are available for download from the RDCK's website: <a href="https://www.rdck.ca/EN/main/administration/bids-tenders.html">https://www.rdck.ca/EN/main/administration/bids-tenders.html</a> . Printing of NRFP documents is the sole responsibility of the Proponent.
<b>Addenda</b>	Proponents intending to submit a Proposal should provide an email notification to the RDCK Representative. Proponents who do not provide an email notification may not be sent amendments or addenda. Proponents who send an intent to submit email are not obligated to submit a Proposal.
<b>Withdrawal of Submission</b>	Proposals may be withdrawn at the request of an authorized representative of the Proponent by emailing the RDCK Representative prior to the Closing Date and Time for receiving Proposals.
<b>Terms and Conditions of Contract</b>	The <a href="#">RDCK's Consulting and Professional Service Agreement terms</a> are posted on the RDCK's website and are intended to apply to any Contract awarded as a result of this NRFP.

## NRFP DOCUMENTS

1 The complete set of NRFP documents includes:

- [Definitions](#) (online)
- [NRFP Rules for Participation](#) (online)
- [RDCK's Consulting and Professional Service Agreement terms](#) (online)
- Proposal Form (Provided as separate fillable Word document)
- This NRFP Document
  - [NRFP Key Information](#)
  - [NRFP Documents](#)
  - [Instructions to Proponents](#)
  - [Evaluation](#)
  - [Schedules](#)
    - [Schedule A: Scope of Services](#)
    - [Schedule B: Contract Supporting Documents and Deviations](#)
    - [Schedule C: Contract Supplementary Terms and Conditions](#)
    - [Schedule D: Contract Payment Terms](#)
    - [Schedule E: Insurance](#)
    - [Schedule F: Site Plan/Maps](#)

## INSTRUCTIONS TO PROPONENTS

- 2 **SERVICES:** The RDCK invites Proposals from professional, qualified, and experienced companies for the provision of the "SERVICES" described in Schedule A of the NRFP, in accordance with the terms and conditions included in the NRFP documents.
- 3 **PROPOSAL VALIDITY PERIOD:** Proponents agree that their proposal, including pricing, will remain open for acceptance and subject to negotiation for a period of ninety (90) calendar days.
- 4 **ACCEPTANCE OF NRFP TERMS AND CONDITIONS:** Proponents should read the complete set of NRFP documents. By submitting a Proposal, the Proponent agrees and accepts the terms and conditions by which this NRFP will be conducted.

## EVALUATION

- 5 **EVALUATION AND SELECTION PROCESS:** The lowest or any Proposal will not necessarily be accepted, and the RDCK may reject any and all Proposals. Without limiting the foregoing, Proponents are hereby notified that the RDCK intends to review Proposals and enter into negotiations for a Contract based not only on the Proposal price, but on the criteria included in sections 6-14 below.
- 6 **MANDATORY CRITERIA:** The following criteria must be met by Proponents for their Proposal to be considered:

- (a) **PROPOSAL LANGUAGE:** The Proposal must be in English;
- (b) **SUBMISSION DEADLINE:** The Proposal must be received as per the RDCK's Proposal Submission Instructions before the Closing Date and Time;
- (c) **PROPOSAL FORMAT:** The Proposal must be received using the Proposal Form provided by the RDCK or in a format that has been approved and is acceptable to the RDCK.

#### RDCK RIGHTS RESERVED - DEPARTURES, REQUIREMENTS AND REFERENCES

- 7 FORM OF AGREEMENT:** The Proponent must review the [RDCK's Consulting and Professional Service Agreement terms](#) and identify any requested departures, alternatives and additions on the Proposal Form. The RDCK reserves the right to reject the Proponent who is unwilling to use the RDCK's Consulting and Professional Service Agreement terms.
- 8 SCHEDULES:** The Proponent must review the NRFP Schedules and identify any requested departures, alternatives and additions on the Proposal Form. The RDCK reserves the right to reject the Proponent who is unwilling to accept the NRFP Schedules terms.
- 9 VERIFICATION OF REQUIREMENTS:** The Proponent must complete the Verification of Requirements section of the Proposal Form. The RDCK reserves the right to reject the Proponent who, in the RDCK's sole opinion, is unable to meet the RDCK's requirements identified in this section.
- 10 REFERENCES:** The Proponent must complete the Reference section of Proposal Form. The RDCK reserves the right to contact referees on the Proposal Form, as well as referees not provided to the RDCK, as well as to reject any Proponent if references, in the RDCK's sole opinion, are deemed to be unsatisfactory.
- 11 WEIGHTED CRITERIA:** The RDCK will evaluate Proposals by reference to:

Proposal Evaluation	Maximum Points to be Awarded
Corporate (See Proposal Form)	30
Technical (See Proposal Form)	30
Financial (See Proposal Form)	40
Total	100

- 12 OTHER CRITERIA:** The RDCK may also include in its evaluation any other factors the RDCK considers may affect the cost of the Project or the ability of the Proponent to complete the Services to the satisfaction of the RDCK in accordance with this NRFP and without unreasonable dispute.
- 13 PROPOSAL CLARIFICATION:** 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. The RDCK may consider such clarifications or additional information in evaluating a Proposal.
- 14 INTERVIEWS:** The RDCK may, at its discretion, interview one or more Proponents or request

demonstrations from a Proponent with respect to any Proposal. The RDCK may use that information to score the evaluation.

## SCHEDULES

- 15 **SCHEDULES:** Proponents should note that **any field left blank/highlighted in blue in the Schedules will be completed by the RDCK during the contract award** based on information received from the selected Proponent's Proposal and any ensuing contract negotiations. The Schedules will then be appended to the [RDCK's Consulting and Professional Service Agreement terms](#) to form the Contract.

## SCHEDULE A: SCOPE OF SERVICES

- 1 **TERM:** Notwithstanding the date of execution of this Agreement the Contractor shall provide the Services described in this Schedule A hereof, commencing on **May 25, 2026** and ending on **July 31, 2027** (the “Term”).
- 2 **LOCATION/SITE/WORKPLACE:** The Contractor will deliver the Services at the following Location (herein after called the “Location”, “Site” or “Workplace”): See Schedule F, *Site Plan/Maps*.
- 3 **BACKGROUND:** This scope of work relates to:
  - (a) The replacement of the existing PN13 watermain, comprising of 6” asbestos cement pipe that has reached the end of its expected service life. PN13 is located along Kilarney Cres, Edgewood, between the PN03/PN04 intersection west of Granby Dr and the PN12/PN14 intersection approximately 20m west of Monashee Ave. Sections of the existing watermain located outside the road prism are expected to be removed, while sections within the road prism are expected to be filled and abandoned in place.
  - (b) This work includes the:
    - (i) Removal and/or abandonment of an existing asbestos cement watermain, PN13;
    - (ii) Installation of approximately 320m of 6” HDPE or PVC watermain, including two (2) mainline gate valves, to replace the decommissioned watermain PN13;
    - (iii) Replacement and/or reconnection of twelve (12) curbstops serving ten (10) existing service lines and two (2) stand pipes;
    - (iv) Reconnection of the new watermain to the existing PN13 stub-off tees at adjacent watermain intersections.
- 4 **SERVICES:** Except as identified in the Agreed Departures in Section 2 of Schedule B, the Contractor must provide the Services as follows:
  - (a) Detailed Design Phase
    - (i) Review background information and conduct a pre-design site visit to verify existing infrastructure and site conditions.
    - (ii) Provide for any surveying required to facilitate the detailed design at the project site. Construction survey is excluded from these services.
    - (iii) Prepare a detailed design package that includes:
      - Drawings and specifications with sufficient detail to allow general contractors and trades staff to review, estimate, bid and construct to applicable codes and regulations without requiring continual clarification by the Contractor or RDCK.
      - Drawings that include sufficient dimensioning, description and clarity to allow the general contractor and sub trades to achieve satisfactory progress during construction.
      - Integration of site layout, civil, layout/dimensioning tied to geodetic elevations, directional, regulatory and information signage requirements where required.

- Compliance with current regulations, and safety codes and all guidelines outlined in the respective RDCK Plans.
  - (iv) Prepare Tender Specifications and Bid Documents, consistent with RDCK Standards (MMCD).
  - (v) Provide regular progress reports and design submissions at 50% and 95% stages. Allow 1 week for RDCK review at each submission.
  - (vi) Respond to RDCK review comments with a commentary or justification outlining how each has been addressed or, if not, why not.
  - (vii) Provide schedule of quantities and estimates of costs associated with the construction.
  - (viii) Deliver a complete IFT package, fully sealed, with sufficient time for the RDCK to initiate tendering.
  - (ix) Liaise with regulatory agencies to obtain necessary permits for construction. The Contractor will provide the necessary sealed design drawings for the applications and submit as required. Agencies may include but not be limited to:
    - Ministry of Transportation and Transit (MoTT).
    - Interior Health (IH).
    - Fortis.
  - (x) Participate in the tender and award process and provide addenda and clarifications during Tender Period.
- (b) Construction Administration Phase
- (i) Schedule/attend the preconstruction meeting with the general contractor and formally answer all post contract award questions.
  - (ii) Prepare the Issued for Construction Set (IFC) drawing set within 15 days of contract award to include all tender addenda applicable for construction as well as information/clarifications provided to the general contractor at the kickoff meeting.
  - (iii) Perform as-required site reviews, project coordination and inspections to confirm general conformance with the contract documents during construction of the project. Contractor or RDCK representative to be on site during all critical construction activities including, but not limited to, utility tie-ins, establishment of all critical grades and inspection of all utilities prior to backfill.
  - (iv) Attend all construction site meetings, document construction progress and issue meeting records the next business day. Submit copies to the RDCK project manager.
  - (v) Provide and submit weekly (or as-required) site progress documents with photos and quantity and/or scope details. Actively monitor and confirm quantities, completions, overall progress and risks to the projects.
  - (vi) Provide guidance and interpretation of construction documents to the general contractor. Issue clarifications/field instructions as necessary to assist general contractor in constructability of key infrastructure and/or components.

- (vii) Answer all Requests for Information within three (3) business days. Submit copies to the RDCK project manager.
- (viii) Review and accept or reject all shop drawings within 5 business days. Submit copies to the RDCK project manager.
- (ix) Recommend and provide documentation for changes on site in accordance with the RDCK's change order process.
- (x) Act as the RDCK's authorized representative on site and be responsible for ensuring satisfactory quality of the overall project from award of contract until completion.
- (xi) Confirm quantities claimed by the general contractor for each progress and recommend invoices for payment to the RDCK.
- (xii) Be present for all aspects of commissioning and acceptance of the Project or individual aspects/components of the Project as required. This includes ensuring that all sections of pipe installed are pressure tested and disinfected to Interior Health requirements as required on the Permit of Construct.

**5 DELIVERABLES:** Except as identified in the Agreed Departures in Section 2 of Schedule B, the Contractor must provide the Deliverables as follows:

(a) Detailed Design and Issued for Tender phase:

- (i) One (1) complete 50% Issued for Review (IFR) drawing set UNSIGNED in PDF format (smaller than 10MB).
- (ii) One (1) complete 95% Issued for Review (IFR) drawing set UNSIGNED in PDF format (smaller than 10MB).
- (iii) One (1) complete Issued for Tender (IFT) drawing set signed by the Contractor in PDF format (smaller than 10MB).
- (iv) One (1) complete Issued for Tender (IFT) drawing set UNSIGNED by the Contractor in PDF format (no size restriction).
- (v) One (1) complete MMCD Tender Specification package in Microsoft Word Format. RDCK will advise the Contractor of tender notice, close and pre-bid meeting dates and advise the Contractor of preference regarding unit rate or stipulated price requirements. The RDCK will provide the Division 00 and 01 Specifications.

(b) Construction Administration phase:

- (i) Four (4) full size IFC drawing sets for the general contractor (2), the Contractor's construction administrator (1), and RDCK (1).
- (ii) One (1) Issued for Record (IFR) drawings based on red line drawings from general contractor at the completion of the project. Drawings to be in PDF and AUTOCAD DWG formats.
- (iii) Substantial Completion and Total Completion Certificates based on inspections coordinated with RDCK

and the general contractor.

- (iv) All photo documentation and records of all subsurface infrastructure indicating approval for burial. Format to be in JPG format (loose in folder structure) and PDF format (in a PDF binder).
- (v) All final survey and drawing files in AUTOCAD DWG format.
- (vi) A final report indicating:
  - Construction Summary;
  - Contract financial summary ;
  - Environmental / Regulatory Summary;
  - All deviations from original design;
  - All final quantity adjustments highlighting any deviation greater than 15% of the tender quantity;
  - Commissioning results.

## SCHEDULE B: CONTRACT SUPPORTING DOCUMENTATION AND DEVIATIONS

- 1 **SUPPORTING DOCUMENTATION:** Except as expressly stated in Schedule A or the Agreed Departures from these Supporting Documents identified in Section 2 of this Schedule B, without limiting any other provision of this Agreement, the Contractor must perform the Services in accordance with the obligations set out in the documents and document excerpts listed below, which are attached as appendices to this Schedule B:
  - (a) Appendix A: NRFP Addenda # **Add number** dated **DD Month YYYY**;
  - (b) Appendix B: Section 3 - Technical section of Contractor's Proposal Submission Form dated **DD Month YYYY**;
  - (c) Appendix C: **Add other document as needed, including the name, specific section if applicable, and date of the document.**
- 2 **AGREED DEPARTURES** – The RDCK and Contractor agree that there are no approved departures from Schedule A and the supporting documents in Section 1 of Schedule B.

**OR**

- 2 **AGREED DEPARTURES** – The RDCK and Contractor agree to the following departures:
  - (a) Section **section #** of Schedule A shall be struck and replaced with:  
**Add new wording**
  - (b) Section **section #** on page **page #** of the **document name included in one of the appendices** shall be deleted in its entirety and replaced with:  
**Add new wording**
  - (c) The following wording on page **page #** of the **document name included in one of the appendices** shall be deleted in its entirety.

### APPENDIX A: NRFP ADDENDA

### APPENDIX B: SECTION 3 – TECHNICAL SECTION OF PROPOSAL SUBMISSION

### APPENDIX C: **ADD NAME**

## SCHEDULE C: CONTRACT SUPPLEMENTARY TERMS AND CONDITIONS

- 1 **RDCK RESOURCES** - The Contractor will be provided access to the following RDCK Resources to be used to complete the Services outlined in this Contract:
  - (a) The RDCK does not have detailed engineering as-built drawings of this area. RDCK utility staff will investigate and estimate the existing pipe's alignment in spring 2026, to support the determination of whether the existing line will be partially or fully removed and/or abandoned in accordance with the RDCK's policies. The finding of this investigation, plus historical sketches, a distribution map and a spreadsheet containing information on customer service lines including approximate depths will be made available to the successful proponent to support the required services.
  - (b) It is the RDCK's intent to hire a site inspector for the duration of the project to ensure maximum coverage during construction and limit the amount of time that the Contractor is required to be on site.
- 2 **RDCK TOOLS AND EQUIPMENT** - The Contractor will be provided access to the following RDCK tools and equipment to be used to complete the Services outlined in this Contract: N/A.
- 3 **FACILITY ACCESS** - The Contractor will be provided access to the following RDCK Facility(ies) to be used to complete the Services outlined in this Contract: N/A.

**SCHEDULE D: CONTRACT PAYMENT TERMS**

**1 PAYMENT:** In consideration for the provision of the Services, the RDCK shall pay to the Contractor in accordance with the Price Sheet below. Invoicing cannot exceed the budgeted amount per task/deliverable without RDCK written approval. The maximum billable amount shall not exceed \$ **Amount** CAD (Canadian Dollars) (the “**Maximum Contract Price**”), excluding GST.

(a) → PRICE-SHEET: The Price Sheet shall show an appropriate level of hours/effort for each of the project components, broken down by the Proponent’s team member(s) assigned to each component. The Price Sheet shall show the maximum upset limits that the Contractor will not exceed unless the RDCK Representative requests additional services which are beyond the Scope of Services as outlined in this NRFP. The successful Proponent will not be able to claim any additional cost as a result of changes to the schedule or order of works or for project delays. Note that payment to the successful Proponent will be provided on a time (hourly) and reimbursable expense basis based on the payment schedule in section (d).

PROFESSIONAL FEES										
TASK	TASK DESCRIPTION	[Name]	[Name]	[Name]	[Name]	[Name]	TOTAL	TOTAL PROFESSIONAL FEES	TOTAL DISBURSEMENTS	TOTAL FEES
	HOURLY RATE	[Position/Title]	[Position/Title]	[Position/Title]	[Position/Title]	[Position/Title]				
		\$(Rate)/HR	\$(Rate)/HR	\$(Rate)/HR	\$(Rate)/HR	\$(Rate)/HR				
1R	PHASE 1- DETAILED DESIGN	HR\$	HR\$	HR\$	HR\$	HR\$	HR\$	\$	\$	\$
AR										
BR										
CR										
2R	PHASE 2- CONSTRUCTION ADMINISTRATION	HR\$	HR\$	HR\$	HR\$	HR\$	HR\$	\$	\$	\$
AR										
BR										
CR										
SUBTOTAL										
										5%-GST
										TOTAL FEES PLUS GST

(b) → OPTIONAL VALUE-ADDED SERVICES: The Proponent may include additional “Optional Services” or costs not accounted for in the fee schedule as part of the Proposal submission.

ITEM #	DESCRIPTION	[Name]	[Name]	[Name]	[Name]	[Name]	TOTAL	TOTAL PROFESSIONAL FEES	TOTAL DISBURSEMENTS	TOTAL FEES
	HOURLY RATE	[Position/Title]	[Position/Title]	[Position/Title]	[Position/Title]	[Position/Title]				
		\$(Rate)/HR	\$(Rate)/HR	\$(Rate)/HR	\$(Rate)/HR	\$(Rate)/HR				
1R		HR\$	HR\$	HR\$	HR\$	HR\$	HR\$	\$	\$	\$
2R										
3R										
SUBTOTAL										
										5%-GST
										TOTAL OPTIONAL SERVICES PLUS GST
										TOTAL FEES + OPTIONAL SERVICES
										5%-GST
										TOTAL OPTIONAL SERVICES PLUS GST

**INVOICING**

- 2** The Contractor shall submit invoices upon completion of each task. Each invoice shall include, at minimum:
  - (a) The Contractor’s name matching the name identified in the first page of this Agreement;
  - (b) The task/deliverable completed and date of completion;
  - (c) Dates the Services were performed;
  - (d) Cumulative total billed to date if more than one invoice is being issued for this contract;
  - (e) 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.
- 3** Any year-end invoice must be submitted no later than January 15<sup>th</sup> of the following year.
- 4** The following contract number and GL code(s) **must** be quoted on the invoice(s):

Contract Number: **YYYY-##-DEPT\_CONTRACTOR\_NAME**

GL Code: **CAP1205-100 / PRJ26013**

- 5 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 Agreement.
- 6 Invoices to be paid on net 30 day term.

**PAYMENT WITHHELD OR DEDUCTED**

- 7 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 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 subcontractors 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.

## SCHEDULE E: INSURANCE

### WORKSAFE

- 1 The Contractor shall:
  - (a) Ensure compliance, on their part and on the part of all of their subcontractors, with the *Workers Compensation Act* and the Occupational Health and Safety Regulations thereunder.
  - (b) At its own expense, obtain WorkSafe BC coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Services.
  - (c) 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.
- 2 Prior to supplying any of the Services in the Agreement, the Contractor must provide the RDCK with the Contractor's WorkSafe BC number and must pay and keep current during the term of the Agreement all assessments required by WorkSafe BC in relation to the supply of the Services or the Maximum Contract Price.
- 3 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 Agreement and proceed in accordance with Sections 16-21 of this Agreement.

### INSURANCE

- 4 **INSURANCE:** Without restricting the generality of the indemnification provisions of this Agreement, insurance and coverage will be arranged and paid for as under-noted:
  - (a) The Contractor must take out and maintain the insurance coverages detailed in this section 4 of Schedule E and shall provide the RDCK evidence of coverage upon execution of this Agreement in the following format:
    - (vii) the RDCK's Standard Certificate of Insurance form completed by the Contractor's broker.
  - (b) Subject to satisfactory proof of financial capability by the Contractor, the RDCK may agree to increase the deductible amounts.

COVERAGE TYPE	MINIMUM AMOUNT	MINIMUM AGGREGATE	DEDUCTIBLE MAXIMUM
(a) <b>Commercial General Liability</b>	<b>\$2,000,000</b> per occurrence	N/A	<b>\$5,000</b>
(b) <b>Professional Liability</b>	<b>\$2,000,000</b> per claim	<b>\$5,000,000</b>	<b>\$50,000</b>

- (c) The Contractor shall maintain **Commercial General Liability** coverage for the Term of this Agreement and a minimum of one (1) year after the completion of the Services with Products and Completed Operations coverage extended for an additional year (2 years in total). To achieve the desired limit, umbrella or excess liability insurance may be used. Such insurance will include but is not limited to the following:
  - (i) **Broad Form bodily injury, death, property damage, and personal injury** coverage, on an occurrence

basis;

- (ii) **Non-Owned Automobile** Liability with a limit not less than **\$2,000,000 per occurrence** (including contractual non-owned automobile liability endorsement SEF 96);
  - (iii) **Blanket Contractual** Liability;
  - (iv) **Cross Liability** and/or **Severability of Interests**;
  - (v) A **Waiver of Subrogation** in favour of the Regional District of Central Kootenay;
  - (vi) “**Regional District of Central Kootenay, its elected officials, officers, employees, servants, and agents**”, as an **Additional Insureds**;
  - (vii) Require the insurer to provide the RDCK with **30 days written notice** of any material change or cancellation;
  - (viii) **Premises and Operations**;
  - (ix) **Products and Completed Operations**;
  - (x) Coverage that is **Primary and Non-Contributory** to any other sources of insurance available to the Contractor or the RDCK.
- (d) The Contractor shall maintain **Professional Liability Insurance** for the Term of this Agreement and a minimum of 3 years after the completion of the Services.

#### **ADDITIONAL INSURANCE TERMS AND CONDITIONS**

- 5** The Contractor is solely responsible for determining what additional insurance coverage, if any, is necessary or advisable for the protection of the Contractor or that is required by the Contractor to fulfill its obligations under this Agreement, with such additional insurance maintained and provided at the sole expense of the Contractor and with the Contractor being responsible for obtaining whatever additional insurance it deems necessary.
- 6** The Contractor shall pay the deductible amounts in the event of a claim which the above policies are required to pay.
- 7** The Contractor shall ensure that all insurance required to be maintained by the Contractor under this Agreement is underwritten by a responsible insurance company or companies licensed to do business in the province of British Columbia.
- 8** As may be applicable, the Contractor must cause all subcontractors to comply with the insurance requirements outlined in section 4 of this Schedule.
- 9** 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. The Contractor shall, upon request, obtain a written quote from its insurer for the incremental cost of such additional or amended coverage and submit that quote to the RDCK for review. The RDCK may, in its sole discretion, approve or decline the proposed increase. Where the RDCK approves the increase in writing, the RDCK will pay the approved incremental cost increase, and the parties shall record the change and payment terms in an Agreement Amendment. The Contractor shall not bind or purchase the increased or amended coverage until RDCK’s written approval is provided.

- 10** If the Contractor's insurance policies expire prior to the coverage periods identified in section 4 of this Schedule, the Contractor shall renew its insurance policies prior to the expiry date and provide the RDCK with an updated evidence of insurance in the format identified in section 4(a) of this Schedule, confirming such renewal to the RDCK within 14 days of its current policy's expiry.
  
- 11** In the event the Contractor shall fail to take out and maintain such insurance at all times during the coverage periods identified in section 4 of this Schedule the RDCK shall be entitled to take out and maintain equivalent insurance at the cost of the Contractor and the Contractor will pay to the RDCK, on demand, the RDCK's cost of so doing, or at the option of the RDCK, the RDCK shall be entitled to terminate this Agreement.

## SCHEDULE F: SITE PLAN/MAPS

### CONSTRUCTION SITE

- 1 Extent of watermain (highlighted blue line) to be replaced.

