

REQUEST FOR PROPOSAL

**KIRK STREET PLAYGROUND
POURED IN PLACE RUBBER SAFETY SURFACING
2019-001**

ISSUE DATE: March 1, 2019

One Original and Two Copies of a proposal in a closed envelope plainly marked "Kirk St Playground Poured in Place Rubber Safety Surfacing" will be received at the Village of Radium Hot Springs, Director of Planning and Development Services, 4836 Radium Blvd. PO Box 340, Radium Hot Springs, BC V0A 1M0 up to the closing date.

CLOSING DATE: March 28, 2019 @ 4:00pm Local Time

*** PROPOSALS WILL NOT BE OPENED IN PUBLIC ***

NOTE: Should any potential proponent download this Request for Proposal, it is the proponent's responsibility to check for Addenda which will be posted on the BC Bid website.

1. SCOPE OF RFP

1.1. Introduction

The Village of Radium Hot Springs (the “Village”) is seeking proposals from qualified firms for the supply and installation of poured in place rubber safety surfacing in the Kirk St playground.

This RFP document describes the services sought by the Village and sets out the Village’s RFP process, basic proposal requirements and the evaluation criteria the Village intends to use to select a preferred proposal.

1.2. Scope Of Services

Details and specifications regarding these services are set out in Schedule A of this RFP. Proponents are encouraged to use innovation when developing proposals and may propose revisions or alternatives beneficial to the Village’s interests.

1.3. Project Budget

The total budgeted amount for this project is \$60,000.00. The scope of work may have to be adjusted to ensure that the cost of the services remains within budget. This project may be contingent on receiving grants for a portion of the total cost. The Proponent shall identify possible changes in the scope of work proposed, if necessary, in order to keep this project within budget and shall contact the Village if they wish to discuss this prior to drafting their proposal.

1.4. Form Of Services Contract

The basic form of contract the Village proposes to enter for the services is set out in Schedule B of this RFP. The Village may require modifications to the form of contract in order to address the specific requirements of this RFP, the content of the preferred proposal and subsequent negotiations.

1.5. Prime Contractor Acceptance Agreement

The contractor accepts the responsibilities of the “Prime Contractor” as defined in the WCB Act, Section 118 and OSHR 3. & 20. and will enter into the Prime Contractor Acceptance Agreement with the Village of Radium Hot Springs as indicated in Schedule C of this RFP.

1.6. No Contractual Obligations As A Result Of RFP Or Proposal

This is a request for proposals only, and not a call for tenders or request for binding offers. Nothing in this RFP is intended to constitute an offer of any kind by the Village and no contractual obligations whatsoever (including "Contract A") shall arise as a result of the submission of a proposal in response to this RFP.

2. PROPOSAL CONTENT

Proposals (one original and two copies) must be submitted in printed form. The following should be included in a proposal, in the following order.

2.1. Covering Letter

A covering letter signed by an authorized representative of the proponent, outlining the proposal and stating that the information contained in the proposal accurately describes the services to be provided.

2.2. Proponent Profile and References

A description of the proponent's organization, size, services provided, areas of expertise and length of time in operation and a list of references must be included. If there are special concerns or restrictions on the Village's use of a reference, these concerns must be stated in the proposal.

2.3. Services

Outline of proposed method of service delivery and confirmation that proponent is able to meet requirements of proposed form of contract, Schedule B of this RFP, including with respect to insurance, workers compensation and governmental approvals (including Village Business License).

2.4. Scheduling

The proposal will include a schedule for the provision and completion of the services (start-up, information gathering, site visits, preliminary plans etc., as applicable).

2.5. Fees & Disbursements

The proposal will set out all fees and disbursements to be charged to the Village for the provision of the services, and shall break out such amounts for each service component, as applicable. All amounts shall be in Canadian dollars.

RFP PROCESS

2.6. Final Date And Time For Receipt Of Proposals

One Original and Two Copies of a proposal in a closed envelope plainly marked "Playground Equipment Design, Supply & Installation" must be received by 4:00 pm (local time) on March 28, 2019 at:

VILLAGE OF RADIUM HOT SPRINGS
Dir. of Planning and Development Services
PO Box 340,
4836 Radium Blvd
Radium Hot Springs, BC
VOA 1M0

Proponents should clearly mark their proposals and proposal envelope with the name and address of the proponent and the RFP title.

2.7. Late Proposals

Proposals received after the deadline will not be considered and will be returned unopened to the sender.

2.8. No Faxed Or Electronic Proposals

Proposals received by fax or email will not be considered.

2.9. Cost Of Proposal Preparation

Proponents will be solely responsible for the costs of preparing and submitting a proposal and all costs incurred in any subsequent negotiations with the Village.

2.10. Evaluation & Criteria

The Village intends to evaluate proposals based on the evaluation criteria as outlined in Schedule A, of this RFP.

The Village intends to select the proposal that it considers most favourable to the Village's interests. In this regard, the Village considers that "Best Value" is the essential part of engaging a service provider and therefore the Village may prefer a proposal with a higher cost, if the Village considers that it offers greater value and better serves the Village's interests.

2.11. Evaluation Committee

The Village may establish an evaluation committee, which will include staff members and may include representatives from the Village Council, in order to evaluate proposals and make recommendations in relation to this RFP.

2.12. Clarification

The Village may seek clarification from a proponent respecting its proposal to assist in making evaluations.

2.13. Negotiation

The Village may choose to negotiate with a preferred proponent, or any proponent, on any aspect of their proposal, including changes to the service to be provided and to price.

2.14. Confidentiality

Proponents should be aware that the Village is subject to the provisions of the Freedom of Information and Protection of Privacy Act (FOIPPA). A Proponent may stipulate in their proposal that portions of the proposal contain confidential information and are supplied to the Village in confidence. However, under FOIPPA the Village may nevertheless be obligated to disclose all or part of a proposal pursuant to a request made under that Act, even if the proponent has stipulated that part of the proposal is supplied in confidence. The proponent should review Section 21 and other provisions of FOIPPA in order to gain a better understanding of the Village's disclosure responsibilities under that Act.

2.15. Proposal Documents

All documents submitted to the Village in response to this RFP or as part of any subsequent negotiation will become the property of the Village and will not be returned.

2.16. Enquiries

All enquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source should not be relied upon. Enquiries and responses will be recorded and the Village may choose to distribute same to all proponents. Questions will be answered if time permits.

VILLAGE OF RADIUM HOT SPRINGS
DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES
PO BOX 340, 4836 RADIUM BLVD
RADIUM HOT SPRINGS, BC V0A 1M0
Arne Dohlen, Dir. of Planning and Development Services
Email: arne.dohlen@radiumhotsprings.ca Telephone: 250-347-6455

3. PROPONENT INFORMATION

FIRM NAME: _____

ADDRESS: _____

CITY: _____

POSTAL CODE: _____ DATE: _____

PHONE NO: _____ FAX NO: _____

EMAIL: _____

SIGNATURE OF BIDDER: _____

PRINT NAME: _____

SCHEDULE A

SCOPE OF WORK

Poured in Place Safety Rubber Surfacing Details

The Village is seeking a qualified firm to design, supply and install Poured in Place Safety Rubber Surfacing in the Kirk Street Playground.

This playground was constructed in 2013 and utilized Engineered Wood Fibre as the safety surface. The new Poured in Place safety surface must provide accessibility for all playground users.

- Poured in place rubber safety surfacing within the playground use zone shall meet or exceed the performance requirements of the ASTM-F1292, Can/CSA-Z614 standards, providing a G-MAX of less than 200 and a HIC of less than 1000 from the highest accessible portion of installed play equipment.
- Minimum requirement of a five-year warranty of the safety surfacing.

Kirk Street Park

The Kirk Street park is located at the corner of Kirk Street and Rivercrest Road in a single family residential area and gets a large amount of use during the spring, summer and fall. This park is designed for the intermediate age group of 5 – 12 years of age.

The poured in place playground surfacing shall consist of a polyurethane binder mixed with 100% recycled, shredded tire material which will make up the Cushion layer. The Cushion layer is capped with EPDM, TPV or Treated SBR rubber granules mixed with a polyurethane binder creating the Wear Course. Recycled crumb rubber shall be sourced from BC.

Kirk Street Intermediate playground

- The Kirk St. playground has dimensions of approximately 20m x 11m

Playground Supplier responsible for:

- Supply and install of safety fencing around site
- Removal and disposal of existing Engineered Wood Fibre safety surface
- Removal and disposal of existing geotextile

- Placement of 100mm – 150mm, 20 - 25mm minus crushed gravel spec, with < 5% fines, compacted to 95% or better Proctor density
- Shall maintain a planarity of plus/minus 6mm over 3m in any direction unless otherwise specified.
- Placement of a non-woven geotextile between the granular base and the surface.
- Supply and install of poured in place rubber safety surface.

Proposal must include:

- Reference list. A minimum of 5 years of direct experience installing pour in place rubber surfacing, including a list of projects completed within that time frame. List shall include names of project representatives and phone numbers.
- Materials and Workmanship Warranty Protective Surfacing Supplier shall provide a minimum 5 year warranty on materials and workmanship
- Commitment for Testing to meet the following Performance Criteria:
Protective Surfacing installed must meet the performance criteria of less than 150 Gmax and less than 900 HIC wen tested according to ASTM F1292. Test results performed on the installed protective surfacing using a Triax2000 instrument (conforming to the technical requirements of ASTM F1292) between 10 to 25 days after the installation will be required to confirm the Gmax of less than 150 and HIC of less than 900.
- Cost breakdown, including:
 - Shipping
 - Materials
 - Installation
 - Labour
 - Site cleanup and remediation of any damaged infrastructure

RFP ATTACHEMENTS

- Kirk St Playground Photos
- Kirk Playground Equipment Listing
- Kirk Playground Layout

PROPOSAL SUBMISSION AND EVALUATION CRITERIA

The following areas should be addressed in the proposal submission and will form the basis of evaluation by the evaluation committee.

| | |
|--|-----------|
| <p>Creativity, Innovation</p> <ul style="list-style-type: none"> Proponents should provide options for designs using a range of colors to add an element of graphic fun to the playground by creating inlaid shapes and themed designs. Proponents should provide rendering of designs. | 20 points |
| <p>Surface Quality and Warranty</p> <ul style="list-style-type: none"> Proponents should provide complete specifications of finished protective play surface. All Engineering data for the protective surface material offered should be submitted with the proposal | 25 points |
| <p>Environment and Sustainability</p> <ul style="list-style-type: none"> Provide information on your company’s environmental programs, policies, procedures and accreditation. | 5 points |
| <p>Ease of Maintenance and Ability to Patch/Repair</p> <ul style="list-style-type: none"> Proponents should provide maintenance schedule and instructions. | 5 points |
| <p>Fee Proposal</p> <ul style="list-style-type: none"> Proponents should provide a fee proposal including a detailed breakdown of all the makeup of the total cost. | 25 points |
| <p>Project Control</p> <ul style="list-style-type: none"> Proponents should provide an indication of the time commitment and availability for this project, and a timetable for delivery and installation. Please indicate earliest availability for installation. | 5 points |
| <p>Qualifications – Contractor and Project Manager</p> <ul style="list-style-type: none"> Proponents should provide qualifications and resume for the Project Manager who has the overall responsibility for the project. Proponents should provide a minimum of three (3) references from clients that the proponent has served, highlighting similar previous experience. | 15 points |

The Evaluation Committee may apply the evaluation criteria on a comparative basis, evaluating the proposals by comparing one proponent’s proposal to another proponent’s proposal. The Evaluation Committee will not be obligated to select the proposal that offers the lowest price of cost or any proposal at all. The weighting listed above with the evaluation criteria indicate the relative weighting anticipated by the Village and is shown to give a general guidance to the proponents in the preparation of proposals.

SCHEDULE B

**SERVICES CONTRACT FOR
KIRK ST PLAYGROUND POURED IN PLACE
RUBBER SAFETY SURFACING**

THIS AGREEMENT dated the ____ day of _____, 2019.

BETWEEN: VILLAGE OF RADIUM HOT SPRINGS
4836 Radium Blvd, PO Box 340
Radium Hot Springs, BC
VOA 1M0
(the "Village")

AND: COMPANY

address
(the "Contractor")

GIVEN THAT the Village wishes to engage the Contractor to provide certain services to the Village and the Contractor wishes to contract with the Village to provide such services to the Village, THIS AGREEMENT is evidence that in consideration of \$1.00 paid by each party to the other, and other good and valuable consideration, (the receipt and sufficiency each party acknowledges), the Village and the Contractor agree as follows:

1. Definitions

in this Agreement, in addition to the words defined above,

- a) "Contractor's Proposal" means the Contractor's written proposal to the Village for performance of the Services, dated _____, a copy of which is attached.
- b) "Village Representative" means such other person as the Village may appoint in writing.
- c) "Governmental Approvals" means any licences, permits, consents, authorizations, certificates, operating certificates and other approvals of any kind from any Governmental Authority that are required for or in connection with the performance of the Services.

- d) "Governmental Authority" means any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission.
- e) "Personnel" means any individuals identified by name in the Contractor's Proposal and any individuals employed or otherwise engaged by the Contractor to perform the Services with the prior consent of the Village;
- f) "RFP" means the Request for Proposals for the services issued by the Village dated_____.
- g) "Services" means the services and work described in the RFP, including all acts, services and work necessary to achieve the objectives set out in the RFP.
- h) "Specifications" means the specifications and other requirements for the Services set out in the RFP.
- i) "Standards" means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licences, codes, building codes, professional standards and specifications (including Canadian Standards Association standards) applicable to the provision of the Services, as they are in force from time to time or in the latest current version, as the case may be.

2. Contractor Services

The Contractor shall perform the Services and shall do so in accordance with the Specifications, all Standards and the terms of this Agreement.

The Contractor shall:

- a) supply all labour, machinery, equipment, tools, supplies, material, and other services and things necessary to perform the Services in accordance with this Agreement;
- b) obtain, maintain in good standing and comply with the terms of all Governmental Approvals;
- c) perform promptly and safely all of its obligations under this Agreement;
- d) be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public and in its dealings with the Village and the Village Representative;
- e) promptly pay amounts owing to the Village under this Agreement when due; and
- f) pay all costs and expenses whatsoever associated with performing the Services and its other obligations under this Agreement.

3. Term

This Agreement shall commence on _____ and expire on _____.

4. Contractor Personnel

The Contractor will perform the Services using only the Personnel named in the Contractor's Proposal, unless otherwise approved in writing by the Village Representative.

5. Warranty As To Quality of Services

The Contractor represents and warrants to the Village that the Contractor and the Personnel have the education, training, skill, experience and resources necessary to perform the Services in accordance with this Agreement and the Contractor acknowledges and agrees that the Village has entered into this Agreement relying on the representations and warranties in this section.

6. Remuneration and Reimbursement

The Village shall pay the Contractor for the performance of the Services as follows: Fees of \$ _____ as outlined in the Contractor's Proposal

7. Taxes

The Village shall be responsible for paying any goods and services taxes, harmonized sales taxes and provincial sales taxes payable with respect to the provision of the services to the Village.

8. Invoices & Payment

Not more than once each month, the Contractor may deliver an invoice to the Village, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month. The Village shall, to the extent the Village is satisfied the fees and disbursements are for Services satisfactorily performed by the Contractor, pay the Contractor the fees and disbursements claimed in any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the Village.

9. Village's Representative

The Village appoints the Village Representative as the only person authorized by the Village to communicate with the Contractor in respect of this Agreement. The Village shall not be bound to the Contractor by communication from any person other than the Village Representative.

10. Indemnity

The Contractor shall indemnify, and save harmless, the Village, and its elected and appointed officials, employees, contractors and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused by, based upon, occasioned by or attributable to, any wilful or negligent act or omission, or other actionable wrong, on the part of the Contractor, its employees, contractors or agents, connected with the performance or breach of this Agreement by the Contractor. The Contractor's obligations under this section shall survive the expiry or earlier termination of this Agreement.

11. Workers Compensation

The Contractor shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the Workers Compensation Act (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the Village, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

12. Insurance Requirements

The Contractor shall obtain and maintain during the currency of this Agreement commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$2,000,000.00 per occurrence, or in such a greater amount as may be required by the Village Representative from time to time, acting reasonably. The Contractor shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the Village and to:

- a) name the Village as additional insured;

- b) include that the Village is protected notwithstanding any act, neglect or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- d) be primary and non-contributing with respect to any policies carried by the Village and shall provide that any coverage carried by the Village is in excess coverage;
- e) not be cancelled or materially changed without the insurer providing the Village with 30 days written notice stating when such cancellation or change is to be effective;
- f) be maintained for a period of 12 months per occurrence;
- g) not include a deductible greater than \$5,000.00 per occurrence;
- h) include a cross liability clause; and
- i) be on other terms acceptable to the Village Representative, acting reasonably.

13. Insurance Certificates

The Contractor shall provide the Village with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so from time to time by the Village.

14. Village May Insure

If the Contractor fails to insure as required, the Village may effect the insurance in the name and at the expense of the Contractor and the Contractor shall promptly repay the Village all costs incurred by the Village in doing so. For clarity, the Village has no obligation to effect such insurance.

15. Termination at Village's Discretion

The Village may, in its sole discretion and without reason, terminate this Agreement upon notice to the Contractor. If the Village terminates this Agreement under this section, the Contractor shall be entitled to be paid for all Services satisfactorily performed by the Contractor up to the date of such termination in accordance with this Agreement. The Contractor is not entitled to, and irrevocably waives and releases the Village from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

16. Termination For Default

The Village may terminate all, or any part of, the Services, by giving notice of termination to the Contractor, which is effective upon delivery of the notice, if:

- a) the Contractor breaches this Agreement and the Contractor has not cured the breach, within five days after notice of the breach is given to the Contractor by the Village; or
- b) the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Contractor, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the Village, if the Village terminates part or all of the Services under this section, the Village may arrange, upon such terms and conditions and in such manner as the Village considers appropriate, for performance of all or any part of the Services remaining to be completed, and the Contractor shall be liable to the Village for any expenses reasonably and necessarily incurred by the Village in engaging the services of another person to perform those Services (including the amount by which the fees, disbursements and other costs payable by the Village exceed those that would have been payable to the Contractor for completion of the Services under this Agreement). The Village may set off against, and withhold from amounts due to the Contractor, such amounts as the Village estimates shall be required to cover the Village's costs of correcting any breaches of the Contractor's obligations under this Agreement and to be incurred by the Village to complete all or any part of the Services.

17. Records

The Contractor:

- a) shall keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the Village, which may make copies and take extracts from the accounts and records;
- b) shall keep reasonably detailed records of performance of the Services, which shall at all reasonable times be open to inspection by the Village, which may make copies and take extracts from the records;
- c) shall afford facilities and access to accounts and records for audit and inspection by the Village and shall furnish the Village with such information as the Village may from time to time require regarding those documents; and
- d) shall preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Services, expiry of this Agreement or termination of this Agreement, whichever applies.

18. Copyright and Intellectual Property

The Contractor irrevocably grants to the Village the unrestricted licence for the Village to use and make copies of for the Village's purposes and activities any work whatsoever generated by or on behalf of the Contractor in performing the Services in which copyright may exist. Without limiting the foregoing, the Contractor irrevocably grants to the Village the unrestricted licence for the Village to use for the Village's purposes and activities all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. For clarity, the licences granted by this section shall survive the expiry or earlier termination of this Agreement.

19. Agreement for Services

This is an agreement for the performance of services and the Contractor is engaged under this Agreement as an independent contractor for the sole purpose of providing the Services. This Agreement does not create a joint venture or partnership. Neither the Contractor nor any of its employees or contractors is engaged by the Village as an agent of the Village or has any authority to bind the Village in any way whatsoever.

20. Withholding Taxes

The Contractor will pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Contractor and any of its employees. The Contractor agrees to indemnify and hold harmless the Village should the Village be required to pay any remittances described above.

21. Assignment

The Contractor shall not assign this Agreement or the benefit hereof without the prior written consent of the Village, at its sole discretion.

22. Time of the Essence

Time is of the essence of this Agreement.

23. Alternative Rights and Remedies

Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

24. Notice

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement shall be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

a) To the Village

Village of Radium Hot Springs
4836 Radium Blvd, PO Box 340
Radium Hot Springs, BC
VOA 1M0
Fax Number: (250)347-9068
E-mail Address: arne.dohlen@radiumhotsprings.ca

b)

To the Contractor:
Fax Number: (250)

E-mail Address:

Attention:

or to such other address, e-mail address or fax number of which notice has been given as provided in this section. Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. In this section, business day means a day other than a Saturday, Sunday or B.C. statutory holiday.

25. Interpretation and Governing Law

In this Agreement

- a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- c) the word "enactment" has the meaning given to it in the Interpretation Act (British Columbia) on the reference date of this Agreement;
- d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- e) reference to a month is a reference to a calendar month; and
- f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

26. Binding on Successors

This Agreement inures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

27. Entire Agreement

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

28. Waiver

Waiver of any default by either party shall be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by this Agreement, the parties have executed this Agreement below.

VILLAGE OF RADIUM HOT SPRINGS

by its authorized signatories:

Mayor:

Clerk:

[If Contractor is an individual]

Signed, Sealed and Delivered in the)
presence of:)

Witness:)

Address:)

Occupation)

Name:

Or

[If Contractor is a Corporation]

by its authorized signatories:

Name:

Name:

SCHEDULE C

PRIME CONTRACTOR ACCEPTANCE AGREEMENT

It is agreed:

Between: Village of Radium Hot Springs (The Owner)

And _____ (the Directing Contractor)

That _____ shall be designated as the Prime Contractor for the purpose of health and safety of the _____ project and shall assume the responsibilities of the worksite(s) health and safety requirements as set out in the WCB Act 118 and OHSR 3. & 20. Furthermore the Prime Contractor shall be responsible for any and all damages, or claims for injuries or accidents done or caused by him, or by any of his operations, or by his employees, or from any failure, neglect or omission on his part, or on the part of his employees, and covenants and agrees to hold the Village of Radium Hot Springs harmless and indemnified from and against all such damages and claims for damages.

By its Authorized Signatories:

Prime Contractor

Date signed

Village of Radium Hot Springs

Date signed