

Request for Proposals: Furry Creek Streetside Maintenance



Issue date:	March 12, 2020
Closing time:	4:00 PM, March 30, 2020
Closing location:	SLRD Office
Contact:	Allison Macdonald

**Squamish-Lillooet Regional District
Request for Proposals
Furry Creek Landscaping 2020**

Issue date: March 12, 2020

Closing Time: 4:00 PM, March 30, 2020

QUERIES: Queries and requests for clarification related to this Request for Proposals (“RFP”) are to be submitted, in writing, to the following contact person (the “Contact Person”).

Allison Macdonald, Parks and Trails Coordinator
Squamish-Lillooet Regional District
Box 219, Pemberton, BC V0N 2L0
E-mail: amacdonald@sldr.bc.ca

PROPONENT SECTION:

(A person authorized to sign on behalf of the Proponent **must** complete and sign below and submit this page as part of the Proposal.)

- **The accompanying Proposal is submitted in response to the above-referenced Request for Proposals, including any addenda.**
- **Through submission of the Proposal, the Proponent agrees to the terms and conditions of the Request for Proposals and agrees that any inconsistent provisions in the Proposal will be as if not written and do not exist.**
- **The Proponent has carefully read and examined the Request for Proposals (including the Administrative Requirements) and has conducted such other investigations as were prudent and reasonable in preparing the Proposal.**
- **The Proponent agrees to be bound by statements and representations made in Proposal.**

Legal Name of Proponent (include “Doing Business As” name, if applicable):

Address of Proponent:

Phone Number/Fax Number/Email Address of Proponent:

Signature of Authorized Representative: _____

Printed Authorized Representative’s Name and Title (i.e. President, Director, etc.):

The Request for Proposals consists of the following:

- This Page;
- Section 1 Administrative Requirements;
- Section 2 Instructions to Proponents;
- Section 3 Project Details;
- Section 4 General Conditions; and
- Section 5 Schedules.

DELIVERY OF PROPOSALS:

Proposals may be sent by courier, mail, or e-mail. Proposals are to be submitted to the Closing Location as follows:

Squamish-Lillooet Regional District
1350 Aster Street,
Pemberton, B.C. V0N 2L0
Attention: Allison Macdonald, Parks and Trails Coordinator
E-mail: PDF files amacdonald@slrd.bc.ca

It is strongly recommended that Proponents verify receipt of their Proposal prior to the Closing Time.

PROPONENTS' MEETING: a Proponents' site meeting may be held, at a date and location to be determined, at the discretion of the SLRD. All proponents who submit a Schedule A acknowledgement letter will be forwarded the details of the site meeting.

1. Administrative Requirements

A. Definitions

Throughout this RFP, the following definitions apply:

“Contract” means the written agreement resulting from this RFP executed by the SLRD and the Contractor;

“Contractor” means the successful Proponent to this RFP who enters into a written Contract with SLRD;

“must”, or “mandatory” means a requirement that must be met in order for a Proposal to receive consideration;

“Proponent” means an individual or company that submits (or intends to submit) a Proposal;

“Proposal” means the document submitted by the Proponent;

“SLRD” means the Squamish-Lillooet Regional District;

“RFP” means the process described in this document;

“should” or “desirable” means a requirement having a significant degree of importance to the RFP.

B. Terms and Conditions

The following terms and conditions will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms herein and that are included in any addenda issued by the SLRD. Provisions in Proposals that contradict any of the terms of this RFP will be as if not written and do not exist.

C. Acknowledgment Form

The Proponent is advised to complete and return the Acknowledgment Form attached hereto as Schedule A. This form may be delivered by fax or email and will facilitate the further receipt by the Proponent of any addenda to the RFP.

D. Addenda

Whether or not the Proponent has returned the Acknowledgment Form, the Proponent is required to regularly check the SLRD’s website for any updated information and addenda issued before the closing date. If there is any discrepancy in the RFP documentation, the SLRD’s original file will prevail.

E. Late Proposals

A Proposal will be marked with its receipt time at the closing location. Only a Proposal received and marked before the closing time will be considered to have been received on time. A Proposal received after the closing time may not be considered. In the event of a dispute, the receipt time of the Proposal is as recorded by the SLRD at the closing location will prevail. The Proponent is advised to verify prior to the closing time that the SLRD has received the Proposal.

F. Eligibility

A Proposal may not be evaluated if the Proponent’s current or past corporate or other interests may, in the SLRD’s opinion, give rise to a conflict of interest in connection with the project described in this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent is advised to consult with the Contact Person prior to submitting a Proposal.

G. Evaluation

The evaluation of the Proposal will be by staff of the SLRD but may include consultants/contractors of the SLRD. The SLRD’s intent is to enter into a Contract with the Proponent who has been evaluated as having the most desirable proposal.

The SLRD may, at its discretion, request clarifications or additional information from Proponents with respect to any Proposals, make such requests to only selected Proponents, and consider such clarifications or additional information in evaluating the Proposals.

H. Negotiation/Negotiation Delay

The SLRD reserves the right, prior to awarding the Contract, to negotiate changes to the scope of work (including pricing to meet budget) with the successful Proponent without advising any other Proponent or allowing any other Proponent to vary their Proposal as a result of the changes to the scope of work or to the contract documents and the SLRD may enter into a changed or different contract with the successful Proponent without liability to Proponents who were not awarded the Contract.

If a Contract cannot be negotiated within 14 days of notification of the successful Proponent, the SLRD may, at its sole discretion at any time thereafter, terminate negotiations with such Proponent and either negotiate a Contract with the next qualified Proponent, reissue the RFP, or terminate the RFP process and not enter into a Contract with any of the Proponents.

I. Request for Debriefing

Unsuccessful Proponents may request a debriefing with the SLRD, which may, at the SLRD’s option, be conducted via telephone or email. However, the SLRD will not provide information regarding the other Proposals.

J. Alternative Solutions

If alternative solutions are to be offered, the Proponent should consult with the Contact Person prior to submitting the Proposal.

K. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time. Upon closing time, all Proposals become final. The Proponent will not change the wording of the Proposal after closing and no words or comments will be added to the Proposal unless requested by the SLRD for purposes of clarification.

L. Proponents’ Expenses

The Proponent is solely responsible for its own expenses in preparing the Proposal and in subsequent negotiations with the SLRD, if any. Regardless of whether or not the SLRD elects to reject all Proposals, the SLRD will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other cause of action whatsoever.

M. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it has no cause of action, for any reason whatsoever, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing the Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

N. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing time. The accuracy and completeness of the Proposal shall be the sole responsibility of the Proponent and any errors or omissions shall be corrected at the Proponent’s expense.

- O. Firm Pricing**
Prices will be firm for the entire Contract period unless this RFP specifically states otherwise.
- P. Currency and Taxes**
Prices quoted are to be:
- in Canadian dollars;
 - inclusive of all fees;
 - exclusive of disbursements, for which a detailed estimate shall be provided by the Proponent; and
 - inclusive of all applicable taxes, broken out.
- Q. Completeness of Proposal**
By submitting the Proposal, the Proponent warrants that, if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Contractor at no charge.
- R. Subcontracting**
The use of a subcontractor(s) (who should be identified in the Proposal) may be acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be defined in the Proposal.
- However, a proposed subcontractor whose current or past corporate or other interests may, in the SLRD's opinion, give rise to a conflict of interest in connection with the subject-matter of the RFP may not be acceptable. This includes, but is not limited to, a subcontractor involved in the preparation of this RFP. If a Proponent is in doubt as to whether a proposed subcontractor may give rise to a conflict of interest, the Proponent should consult with the Contact Person prior to submitting a Proposal.
- Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. The addition of new subcontractors, or any other changes to the subcontractor list, as set out in the Contract will not be allowed without the written consent of the Regional District.
- S. Acceptance of Proposals**
This RFP is not an agreement to purchase goods or services. The SLRD is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The SLRD will assess Proposals in light of the evaluation criteria. The SLRD is under no obligation to receive further information, whether written or oral, from any Proponent.
- Neither acceptance of the Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.
- T. Definition of Contract**
Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.
- U. Contract**
By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the SLRD in substantially the terms set out in Schedule E.
- V. Liability for Errors**
While the SLRD has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by the SLRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.
- W. Modification of Terms**
The SLRD reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a Contract with the successful Proponent.
- X. Ownership of Proposals**
All Proposals submitted to the SLRD become the property of the SLRD. They will be received and held in confidence by the SLRD, subject to the provisions of this RFP and the *Freedom of Information and Protection of Privacy Act*.
- Y. Use of Request for Proposals**
Any portion of this document, or any information supplied by the SLRD in relation to this RFP may not be used or disclosed, for any purpose other than for the submission of the Proposal. Without limiting the generality of the foregoing by submission of the Proposal, **the Proponent agrees to hold in confidence all information supplied by the SLRD in relation to this RFP.**
- Z. Reciprocity**
The SLRD may consider and evaluate a Proposal from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.
- AA. No Lobbying or Solicitation**
The Proponent must not attempt to communicate directly or indirectly with any employee, contractor or representative of the SLRD, including the members of the evaluation team and any elected officials of the SLRD, or with members of the public or the media, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by the SLRD herein or otherwise.
- BB. Collection & Use of Personal Information**
The Proponent is solely responsible for familiarizing itself and for ensuring that it complies, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires the Proponent to provide the SLRD with personal information of employees or subcontractors who have been included as resources in response to this RFP, the Proponent will ensure that it has obtained written consent from each of those persons before forwarding such personal information to the SLRD. Such written consents are to specify that the personal information may be forwarded to the SLRD for the purposes of responding to this RFP and use by the SLRD for the purposes set out in the RFP. The SLRD may, at any time, request the original consents or copies of the original consents from the Proponent, and upon such request being made, the Proponent will immediately supply such originals or copies to the SLRD.

2. INSTRUCTIONS TO PROPONENTS

A. DESCRIPTION OF SERVICES

The SLRD is requesting Proposals from qualified individuals or companies possessing appropriate experience consistent with the services required to complete mowing, brushing and maintenance of roadside public areas in the community of Furry Creek.

Please refer to **Section 3 – Project Details** for further information.

B. TERM

The term of the Contract is to commence work no later than April 15, 2020 and conclude prior to December 31, 2020. The term of this Contract may be extended for two additional one-year terms in the sole discretion of the Regional District.

C. RFP DOCUMENTS

The RFP document package is available:

1. For downloading in Portable Document Format (PDF) at:
 - the SLRD website at www.slrd.bc.ca; and
 - www.bcbid.gov.bc.ca by browsing for opportunities by organizations and selecting Squamish–Lillooet Regional District;

OR

2. In hard copy, **by request**, from the SLRD office at 1350 Aster Street, Pemberton, BC, between the hours of 8:00 AM to 4:30 PM, Monday to Friday (excluding statutory holidays).

D. QUERIES

Queries and requests for clarification related to this RFP are to be submitted, in writing, to the Contact Person:

Allison Macdonald
Squamish-Lillooet Regional District
Box 219, Pemberton, BC
V0N 2L0
E-mail: amacdonald@slrd.bc.ca

The SLRD will determine, at its sole discretion, whether queries require responses and such responses will be made available to all by issue of addenda posted on the SLRD's website (www.slrd.bc.ca). No verbal conversation will affect or modify the terms of this RFP.

E. CLOSING DATE AND TIME AND PROPOSAL OPENING

Proposals must be received by the SLRD on or before 4:00 p.m. local time on March 30, 2020.

- Late proposals will not be accepted.
- Proposals will not be opened in public.

F. PROPOSAL FORMAT

Submit your proposal in the following format and sequence in order to provide consistency in considering Proposals.

- Title Page, including RFP title, Proponent's name, address, phone number, email address, and name of representative;
- Letter of Introduction (1 page), identifying the Proponent, the key contacts and their contact information, size of the firm, relevant experience of the firm and its employees, etc. to be signed by the person(s) authorized to sign on behalf of the Proponent;
- The body of the Proposal, including a completed Schedule "C".

G. SUBMISSION OF PROPOSALS

Proposals must be submitted to the SLRD in one of the following ways:

By courier to:
Squamish-Lillooet Regional District
1350 Aster Street,
Pemberton, B.C.
V0N 2L0
Attention: Allison Macdonald

By mail to:
Squamish-Lillooet Regional District
Box 219
Pemberton, B.C.
V0N 2L0
Attention: Allison Macdonald

By e-mail (PDF files) to:
E-mail: amacdonald@slrd.bc.ca

H. EVALUATION CRITERIA

The criteria for evaluation of the Proposals may include, but is not limited to:

- Corporate/individual experience and references for similar projects, general reputation in the industry, capacity, resources, and professional qualifications;
- Approach, methodology and understanding of the SLRD's requirements;

- Total cost/fees (and hourly rates for extra work);
- Sustainability and value-added benefits.

The evaluation criteria will be used to determine the best overall value to the SLRD and may be applied on a comparative basis vis-à-vis each Proposal.

3. PROJECT DETAILS

A. OVERVIEW

The SLRD is requesting Proposals from qualified individuals or companies possessing appropriate experience consistent with the services required to complete landscape maintenance of public green spaces in the community of Furry Creek (excluding roadside mowing)..

B. SCOPE OF WORK

Streetside maintenance services at Furry Creek in accordance with the Scope of Work attached as Schedule “B”.

C. TERMS OF PAYMENT

The Proponent must specify in the Proposal the terms of payment required for the duration of the project (if more frequent than a monthly invoicing cycle.)

D. COSTS

The Proponent will provide a fixed price for all work necessary to complete the scope of work as set out in Schedule “B”, as well as a rate for hour for any extras “provisional items” in the event of any changes in the scope of work (if so authorized in advance and in writing by the SLRD).

4. GENERAL CONDITIONS

A. INSURANCE

The Proponent must have the following insurance coverage:

- 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 \$3,000,000 per occurrence and \$5,000,000 in the aggregate, naming the SLRD as additional insured;
- Automobile liability insurance providing coverage on all vehicles owner, operated or licensed in the name of the Proponent in an amount not less than \$2,000,000 per occurrence for bodily injury, death and damage to property;
- Proponent’s equipment insurance in an all risks form covering machinery and equipment used for the performance of the Services;

B. WORKSAFEBC

The Proponent must have WorkSafeBC coverage.

C. COMPLIANCE

The work to be carried out must comply with and be in accordance with all provincial and local government laws, permits, regulations and policies.

D. INDEMNITY

Except to the extent arising out of the negligent acts or omissions of the SLRD, the Proponent will release, indemnify and save harmless the SLRD from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Proponent in the performance of the Services. This release and indemnity shall survive notwithstanding the completion of the Services and/or the expiry or termination of the agreement.

The indemnity provided by the Proponent to the SLRD will not in any way be limited or restricted by the insurance requirements or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act.

5. SCHEDULES

SCHEDULE "A" – Acknowledgment Letter

SCHEDULE "B" – Scope of Work

SCHEDULE "C" – Costs

SCHEDULE "D" – Detailed Scope of Work Map

SCHEDULE "E" – Draft Services Agreement

SCHEDULE “A” – ACKNOWLEDGMENT LETTER

[The undersigned will be sent any amendments or addenda in respect of the Request for Proposals – Furry Creek Streetside Maintenance 2020]

We presently intend to provide a Proposal in respect of the Request for Proposals – Furry Creek Streetside Maintenance 2020.

Signature

Company/Business Name

Name (please print)

Address

Title

City

Phone Number

Mobile Phone Number

Date

Email Address

Return immediately to:
Allison Macdonald
Squamish-Lillooet Regional District
P.O. Box 219, 1350 Aster Street
Pemberton, BC, V0N 2L0
Email: amacdonald@slrd.bc.ca
Fax: 604-894-6526

SCHEDULE “B” – SCOPE OF WORK (the term “contractor” below refers to the Proponent)

The Ministry of Transportation completes one 2-metre wide mowing on Furry Creek streets in June annually. This scope of work is in addition to that annual cut. The SLRD contact and/or local community contact will be regularly informed by email on the planned dates for streetside maintenance passes and when they have been completed.

1. Three times per year (April, August/September, October) Cut grass and other vegetation on all Furry Creek streets in accordance with Schedule “D” map 1A below.
 - a. Trim around lampposts, trees, signs, etc. Trim back encroaching bushes, trees and other vegetation. Trimming and pruning work should be performed at a level commensurate for a residential area including clean cuts and collection of debris.
 - b. On downward sloping shoulders, cut grass and vegetation sufficiently below the lip of the slope (approximately 1 meter) to ensure that vegetation is not above the level area of the shoulder.
 - c. In areas with large concrete median dividers, e.g. adjacent to the sidewalk along Furry Creek drive, cut grass and vegetation on both sides of the dividers.
2. Three times per year (April, August/September, October) Mow the grassy area adjacent to the southbound exit to Furry Creek. See Schedule “D” map 1A.
4. Once per year in the Fall - Perform an annual pruning pass along all Furry Creek sidewalks in accordance with Schedule “D” map 1A below. Bushes and trees encroaching on sidewalks will be pruned back, including those on residential lots. Trimming and pruning work should be performed at a level commensurate for a residential area including clean cuts and collection of debris. This work will done in the late Fall. Advance notice will be provided to the SLRD Parks and Trails Coordinator so that a community notice can be sent in advance to remind homeowners this work will be occurring.
5. Once per year in the Fall – Perform an annual street sweeping/vacuuming pass along all Furry Creek sidewalks in accordance with Schedule “D” map 1A below. This work will done in the late Fall.
6. Pruning debris must be collected and taken off-site from Furry Creek. Reasonable disposal costs will be reimbursed when invoices are provided.

SCHEDULE "C" – COSTS

Proponents complete this form and submit with other proposal documents.

1. Fixed price to complete the scope of work listed in Schedule "B" above:

\$ _____

2. The hourly rates for extra work not included in this Schedule that may be required including labour, equipment costs, and disbursements at a per hour or per diem rate:

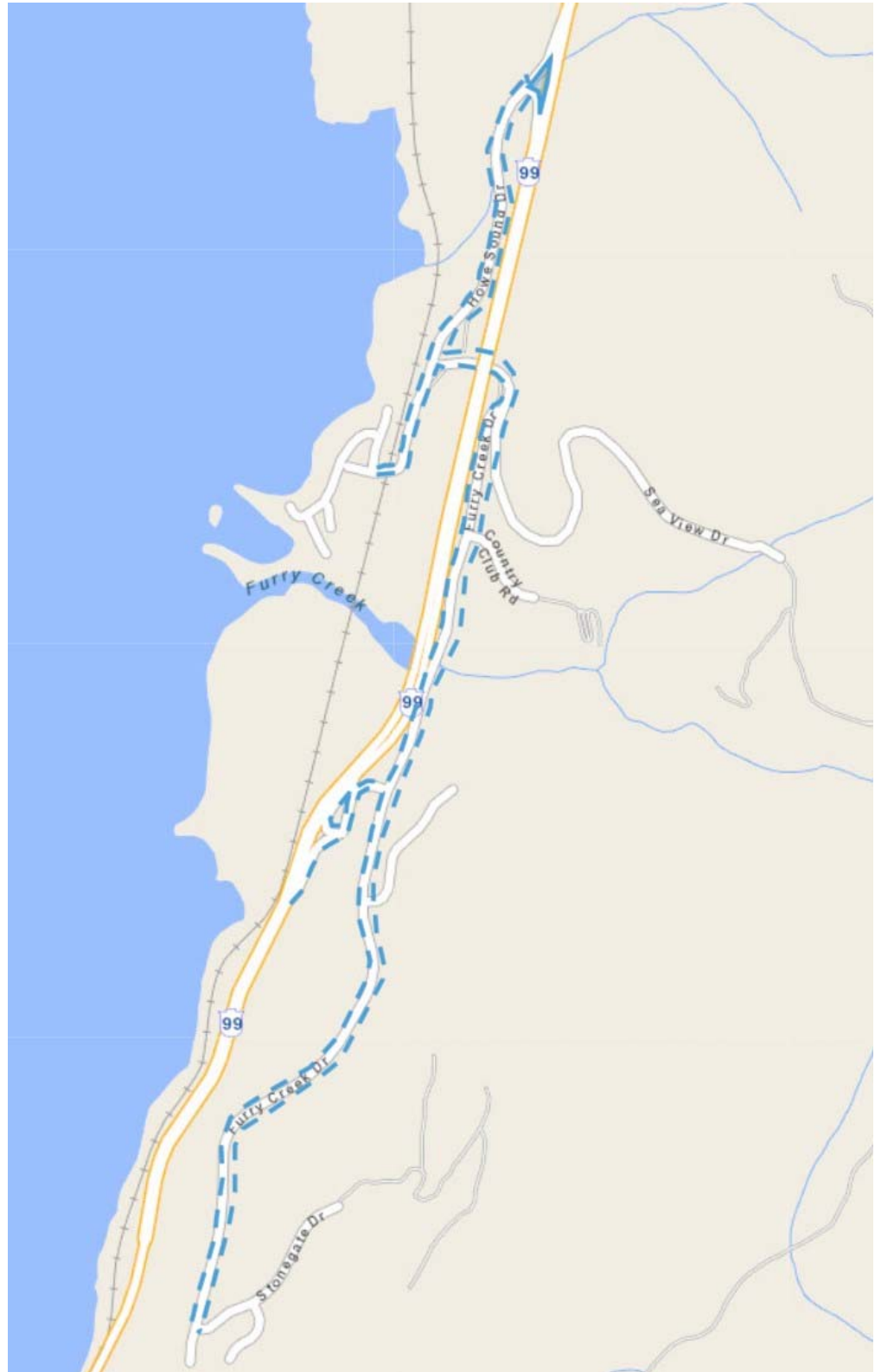
a. Labour _____ \$/hr.

b. Truck with Mower and Operator _____ \$/hr.

3. Terms of Payment (if more frequent than monthly):

- Fixed price includes the provision of all tools, materials, equipment, labour, transportation, fuel, supervision, management, overhead, materials, traffic control, services, transportation, insurance, all other associated or related charges, federal, provincial and municipal taxes, bonding costs (where applicable), licenses, permits, inspections and all other requirements necessary for the commencement, performance and completion of the Services.

SCHEDULE "D" - MAP



SCHEDULE “E” DRAFT SERVICE AGREEMENT

DRAFT SERVICES AGREEMENT

THIS AGREEMENT dated for reference _____, 2020 is

BETWEEN:

SQUAMISH-LILLOOET REGIONAL DISTRICT, a regional district created by letters patent through provincial legislation

(the "**Regional District**")

AND:

(the "**Contractor**")

GIVEN THAT:

- A. The Regional District wishes to engage the Contractor for the provision of certain landscaping services as described in the Request for Proposals issued by the Regional District on _____, 2020 (the "RFP"); and
- B. The Contractor wishes to provide such services to the Regional District in accordance with the terms and conditions of this Agreement;

This Agreement is evidence that in consideration of the promises exchanged below, the Regional District and the Contractor agree with each other as follows:

Definitions

- 1. In this Agreement, in addition to the words defined above,
 - (a) "Terms of Reference" means the Contractor's Proposal, as accepted by the Regional District, dated _____, 2020 submitted in response to the RFP and attached here as Schedule "A",
 - (b) "Services" means the acts, services and work described in the Terms of Reference and all acts, services and work necessary to achieve the objectives set out in the Terms of Reference.

Services to be Performed by the Contractor

- 2. The Contractor agrees to perform the Services during the Term, in accordance with the Terms of Reference, on the terms and conditions of this Agreement.

Term

- 3. The term of this Agreement commences on _____, 20__ and ends on _____, 20__ (the "Term"), unless terminated earlier in accordance with this Agreement. The term of this Agreement may be extended in the sole discretion of the Regional District

Warranty as to Quality of Services

4. The Contractor represents and warrants to the Regional District that it will perform the Services:
- (a) with that degree of care, skill, diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
 - (b) in accordance with sound current professional practices;
 - (c) in compliance with all applicable enactments and laws and in compliance with all codes, rules, regulations and standards of any relevant professional or industry organization or association;
 - (d) with personnel who have the education, training, skill, and experience necessary to perform the Services and such personnel as noted in the Terms of Reference will perform the Services under this Agreement;

and the Contractor acknowledges and agrees that the Regional District has entered into this Agreement relying on the representations and warranties in this section.

Remuneration and Reimbursement

5. In consideration of the Services performed by the Contractor to the satisfaction of the Regional District and in strict conformance with the terms hereof, the Regional District must pay the Contractor the fees and reimbursable disbursements prescribed on page __ of Schedule A, plus applicable taxes, and in accordance with this Agreement.

Invoices

6. Not more than once each month, the Contractor may deliver an invoice to the Regional District, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month.

Payment by the Regional District

7. The Regional District must, to the extent it is satisfied the fees and disbursements are for Services reasonably and necessarily performed by the Contractor and subject to section 8 and subject to any right of set-off that the Regional District may have, pay the Contractor the fees and disbursements claimed in the invoice delivered in accordance with section 6, within 30 days after delivery of the invoice to the Regional District.

Termination or Suspension at the Discretion of the Regional District

8. Despite any other section of this Agreement, the Regional District may, in its sole discretion, terminate or suspend all or any part of the Services by giving the Contractor notice of termination or suspension, as the case may be, with such effective date of termination or suspension so noted thereon. If the Regional District

terminates or suspends all or part of the Services under this section, then the Contractor is entitled to deliver an invoice to the Regional District for the period between the end of the time period for which the last invoice was delivered by the Contractor under section 6 and the effective date of termination or suspension. The Regional District must, to the extent that it is satisfied the fees and disbursements are for Services reasonably and necessarily performed by the Contractor, pay the Contractor the fees and disbursements claimed in such invoice, within 30 days after delivery of such invoice to the Regional District. The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all or any part of the Services.

Termination for Breach

9. Despite any other section of this Agreement, the Regional District may, by giving the Contractor notice of termination, immediately terminate all or any part of the Services, if the Contractor:

- (a) is in breach of this Agreement and within 5 days of receiving notice of such breach from the Regional District, the Contractor has not cured the breach or is not, to the satisfaction of the Regional District in its sole discretion, diligently pursuing a cure for the breach; or
- (b) becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of the Contractor's creditors, 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 Regional District, if the Regional District terminates all or any part of the Services under this section, the Regional District may arrange, upon such terms and conditions and in such manner as it considers appropriate, for performance of any part of the Services remaining to be completed, and the Contractor is liable to the Regional District for any expenses reasonably and necessarily incurred by the Regional District in engaging the services of another person to perform those Services. The Regional District may set off against, and withhold from amounts due to the Contractor such amounts as the Regional District determines, acting reasonably, are necessary to compensate and reimburse the Regional District for the expenses described in this section.

Confidential Information

10. Except as required by law, the Contractor must not, during or after the Term, divulge or disclose any secret or confidential information, or any information that the Contractor receives in connection with this Agreement which in good faith or good conservice ought not be disclosed.

Records

11. The Contractor must:

- (a) keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which must at all reasonable times be open to audit and inspection by the Regional District, which may make copies and take extracts from the accounts and records;

- (b) keep reasonably detailed records of performance of the Services by the Contractor, which must at all reasonable times be open to inspection by the Regional District, which may make copies and take extracts from the records;
- (c) afford facilities and access to accounts and records for audit and inspection by the Regional District and must furnish the Regional District with such information as the Regional District may from time to time require regarding those documents; and
- (d) preserve and keep available for audit and inspection, all records described in subsections 11(a) through (c) for at least two years after completion of the Services or termination of this Agreement, whichever applies.

Delivery of Records

12. If the Regional District terminates all or part of the Services under this Agreement, the Contractor must immediately deliver to the Regional District, without request, all Services-related documents in the Contractor's possession or under its control.

Ownership of Intellectual Property

13. By this section, the Contractor irrevocably grants to the Regional District the unrestricted licence for the Regional District to use all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services.

Agreement for Services

14. This is an Agreement for the performance of services and the Contractor is engaged under the Agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this Agreement, neither the Contractor nor any of its employees, contractors and representatives is engaged by the Regional District as an employee or agent of the Regional District. The Contractor is solely responsible for any and all remuneration and benefits payable to its employees, contractors and representatives, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. This Agreement does not create a joint venture or partnership, and the Contractor has no authority to represent or bind the Regional District in any way.

Conflict of Interest

15. The Contractor must not perform, for gain, any services for any person other than the Regional District, or have an interest in any contract other than this Agreement, if the Regional District determines, acting reasonably, that performance of the services, or the Contractor's interest in the contract, creates a conflict of interest between the obligations of the Contractor to the Regional District under this Agreement and the obligations of the Contractor to the other person or between the obligations of the Contractor to the Regional District under this Agreement and the Contractor's pecuniary interest.

Assignment of Agreement/Subcontracting of Services

16. The Contractor must not assign this Agreement (or any part thereof) or subcontract any or all of the Services to be performed under this Agreement without the prior written consent of the Regional District, such consent may be unreasonably withheld. The Regional District may refuse its consent if, among other reasons, it is not satisfied that the proposed assignee or proposed subcontractor, as the case may be, has the education, training, skill, experience or corporate resources necessary to perform the Services. Any assignment or subcontract duly consented to by the Regional District does not relieve the Contractor from any obligation already incurred or accrued under this Agreement or impose any liability upon the Regional District

Time of the Essence

17. Time is of the essence of this Agreement.

Release and Indemnification

18. Except to the extent arising out of the negligent acts or omissions of the Regional District and its directors, officers, employees, agents, successors and assigns, as determined by a court of competent jurisdiction, the Contractor shall release, indemnify and save harmless the Regional District and its directors, officers, employees, agents, successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Contractor, its employees, agents, subcontractors or assigns in the performance of the Services herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive the expiry or termination of this Agreement.

Insurance Requirements

19. The Contractor shall obtain and maintain:

- (a) Automobile liability insurance coverage throughout the Term in an amount not less than \$3,000,000;
- (b) Commercial general liability insurance throughout the Term 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 \$5,000,000 per occurrence and shall meet the following responsibilities:
 - (i) name the Regional District as additional insured;
 - (ii) include that the Regional District 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;

- (iii) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (iv) be primary and non-contributing with respect to any policies carried by the Regional District and will provide that any coverage carried by the Regional District is in excess coverage;
- (v) not be cancelled or materially changed without the insurer providing the Regional District with 30 days written notice stating when such cancellation or change is to be effective;
- (vi) include a deductible not greater than \$5,000.00 per occurrence;
- (vii) include a cross liability clause; and
- (viii) be on other reasonable terms acceptable to the Regional District.

The Contractor shall provide the Regional District with certificates of insurance confirming the placement and maintenance of such insurance at the signing of the Agreement and thereafter as requested to do so from time to time by the Regional District. If the Contractor's insurance shall expire or terminate before the end of the Term, the Contractor shall deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect.

The above insurance requirements do not in any way reduce the Contractor's obligations to release and indemnify the Regional District as set out in section 18 of this Agreement.

WorkSafeBC

20. The Contractor shall provide proof of WorkSafeBC coverage (or if applicable, proof that WorkSafeBC coverage is not required) within 5 days of signing this Agreement and as may be required by the Regional District from time to time throughout the Term. The Contractor is responsible for all fines, levies, penalties and assessments made or imposed under the Workers Compensation Act and regulations relating in any way to the Services.

21. The Contractor must take all precautions reasonably necessary to ensure the safety of the Contractor's personnel and all persons employed, contracted or subcontracted by the Contractor to perform the Services. If applicable, the Contractor is designated as the prime Contractor on site.

Severability

22. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever as determined by a competent court of law, such term or provision shall be severable and the same shall not affect the validity of the remainder of this Agreement

Notice

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

To the Regional District:

Squamish-Lillooet Regional District
1350 Aster Street, Box 219
Pemberton, B.C. V0N 2L0
Fax Number: (604) 894-6526
E-mail Address: _____
Attention: _____

To the Contractor:

Fax Number: _____
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.

Interpretation and Governing Law

24. 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.

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

Binding on Successors

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

Entire Agreement

27. 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.

Waiver

28. Waiver of any breach by a party must be express and in writing to be binding on that party, and a waiver of a particular breach does not operate as a waiver any future breach, whether of a like or different character.

Freedom of Information and Protection of Privacy Act

29 The Contractor understands that the Regional District is subject to the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165 and agrees that this Agreement and the information it contains, and any information supplied by the Contractor to the Regional District in connection with this Agreement, is not implicitly confidential for the purposes of that enactment.

30. The Contractor understands that this Agreement, and the information it contains, may be the subject of an access to information request made to the Regional District under the *Freedom of Information and Protection of Privacy Act* and the Regional District may be obliged by that enactment to disclose all or part of this Agreement and the information it contains and all or part of any information the Contractor supplied to the Regional District in connection with this Agreement, whether or not the Contractor has expressly stipulated that the information in question is confidential for the purposes of that enactment.

Counterparts

31. This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by email or electronic facsimile transmissions will be deemed to be an original, and such counterparts together will constitute one and the same instrument and notwithstanding the date or dates of execution will be deemed to bear the date as set forth below.

As evidence of their agreement to be bound by the above terms and conditions of this Agreement, the parties have executed this Agreement below, on the respective dates written below.

SQUAMISH-LILLOOET REGIONAL DISTRICT by its authorized signatory:

Lynda Flynn
Chief Administrative Officer

Date

[Name of Contractor]
by its authorized signatory:

[Name]
[Title]

Date

Schedule “A”

TERMS OF REFERENCE

[Contractor’s Proposal as accepted by the Regional District to be attached.]