

# Request for Proposals: Collins Road Water Main Replacement



Issue date: January 15, 2024

Closing Date: February 9, 2024

Contact: Ali Chapple, [achapple@slrd.bc.ca](mailto:achapple@slrd.bc.ca)

## Request for Proposals: Collins Road Water Main Replacement

**Issue date:** Jan 15, 2024  
**Closing Time and Date:** Feb 9, 2024 @ 4PM

### 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”).

Ali Chapple, Project Manager, Squamish-Lillooet Regional District  
Box 219, Pemberton, BC, V0N 2L0  
E-mail: [ACHapple@slrd.bc.ca](mailto:ACHapple@slrd.bc.ca)

The Squamish-Lillooet Regional District (“Regional District”) will determine, at its sole discretion, whether the query requires response and such responses will be made available to all by issue of addenda posted on the Regional District’s website ([www.slrd.bc.ca/](http://www.slrd.bc.ca/)). No verbal conversation will affect or modify the terms of this RFP.

### PROPOSERS’ MEETING:

SLRD staff will be on-site at the intersection of Collins Road and Pemberton Meadows Road on Jan 19, 2024 at 9:00 AM. RSVP by email to [ACHapple@slrd.bc.ca](mailto:ACHapple@slrd.bc.ca) by Jan 17, 2024 at 4:00 PM. The site meeting is not mandatory.

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 Schedules; and
- Section 5 Appendices.

### PROPOSER 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 and Address of Proponent (include “Doing Business As” name, if applicable):*

\_\_\_\_\_  
\_\_\_\_\_

*Phone Number of Proponent:* \_\_\_\_\_

*Email Address of Proponent:* \_\_\_\_\_

*Signature of Authorized Representative:* \_\_\_\_\_

*Name and Title (i.e. President, Director, etc.):* \_\_\_\_\_

# 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 sub-contractors 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 D, "Draft Services Agreement".

**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 Squamish-Lillooet Regional District (Regional District) is requesting proposals from suitably qualified proponents for the Design and Construction of a water main replacement on Collins Road. The purpose of the RFP is to upgrade the existing water system in such a way as to abandon the existing 75mm PVC water main and re-establish service to the 5 affected lots via a 150mm PVC/HDPE water main.

Refer to **Schedule “B” – Scope of Work** for further information.

### B. TERM

The work must be substantially complete and ready for use on October 18, 2024. No extensions will be given due to typical winter conditions. The successful proponent may commence work as soon as the award of contract by the SLRD, estimated to be 3-4 weeks after the bid opportunity closes.

### C. RFP DOCUMENTS

The RFP document package is available:

For downloading in Portable Document Format (PDF) at:

- the Regional District website at [www.slrd.bc.ca/inside-slrd/contracting-opportunities](http://www.slrd.bc.ca/inside-slrd/contracting-opportunities); and
- [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) by browsing for opportunities by organizations and selecting Squamish–Lillooet Regional District.

### D. QUERIES

Queries and requests for clarification related to this RFP are to be submitted, in writing (via email only), to the Contact Person:

Ali Chapple, Project Manager,  
Squamish-Lillooet Regional District  
E-mail: [AChapple@slrd.bc.ca](mailto:AChapple@slrd.bc.ca)

The Regional District 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 Regional District’s website ([www.slrd.bc.ca](http://www.slrd.bc.ca)) and BC Bid. 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 Regional District in electronic form on or before 4:00 PM local time on Feb 9, 2024. Late proposals will not be accepted nor will proposals submitted in paper form.

Proposals will not be opened in public.

#### F. PROPOSAL FORMAT

The Regional District requests that the following format and sequence be followed in order to provide consistency in considering proposals.

- Title Page, including RFP title, Proponent's name, address, phone number, email address, name of representative and form of business organization (sole proprietorship, partnership, corporation, corporation number etc.);
- Proponent's section (see Page 2 of this document) *as filled out, signed and dated by the Proponent*;
- Letter of Introduction (1 page), identifying the Proponent, the key contacts and their contact information, previous experience in similar projects and contact information for references; and
- The body of the proposal, including your approach and methodology with regard to the project, and a completed Payment Schedule "C".

#### G. SUBMISSION OF PROPOSALS

Proposals must be submitted to the Regional District in electronic form via email to [ACHapple@slrd.bc.ca](mailto:ACHapple@slrd.bc.ca). Paper documentation will not be accepted. Submissions must be less than 15 MB. Any submission greater than 15 MB must be separated into 2 emails. A Proponent's Submission Checklist is included as Schedule "E" to support Proponents with the requirements as part of the proposals.

#### 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 Regional District and may be applied on a comparative basis vis-à-vis each proposal.

### 3. **PROJECT DETAILS**

#### A. OVERVIEW

In January 2020, the SLRD undertook a study into the Pemberton North water system. This study looked at some of the challenges facing the system, including leakage, increasing demand, aging systems, and financial restrictions.

As a result of the study, several areas were identified where efficiencies could be realised to help the SLRD to reduce costs, and manage the water system asset in a way that would help to increase the service life and reliability of the system.

One of the areas identified was Collins Road. Leakage along this section of road was estimated to account for 50% of the water lost in the entire water system. The study recommends that this portion should be considered for a water main replacement program in the near future.

After considering these recommendations the SLRD has decided to focus on the western end of Collins Road to the West of Pemberton Meadows Road.

#### **B. SCOPE OF WORK AND CONTRACTOR DELIVERABLES**

The Regional District is seeking proposals from qualified Proponents to fulfill the requirements specified in the Scope of Work (Schedule “B”). The successful Proponent will provide the personnel and equipment necessary to meet the Scope of Work (Schedule “B”).

#### **C. TERMS OF PAYMENT**

The successful Proponent will be required to invoice on a monthly basis unless otherwise agreed. The successful proponent can invoice for work completed on a linear meter basis or as agreed with the SLRD.

#### **D. COSTS**

The Proponent will provide a fixed price for all work necessary to complete the scope of works as set out in Schedule “B”, as well as an hourly rate for any extras in the event of changes in the scope of work (for clarity, please note any changes to the scope of work must be authorized in advance and in writing by the Regional District).

### **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 three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate, naming the SLRD as additional insured;
- Automobile liability insurance providing coverage on all vehicles owned, operated or licensed in the name of the Proponent in an amount not less than two million dollars (\$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 provide proof of WorkSafeBC coverage (or if applicable proof that WorkSafeBC coverage is not required).

#### 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 and its directors, officers, employees, volunteers, contractors, agents, successors and assigns, as determined by a court of competent jurisdiction, the Proponent/Contractor shall release, indemnify and save harmless the SLRD and its directors, officers, employees, volunteers, contractors, 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 Proponent/Contractor, its employees, agents, or assigns in the performance of the Services herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive notwithstanding the completion of the Services under this Agreement and/or the expiry or termination of this Agreement.

The indemnity provided by the Proponent/Contractor 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 or any other similar statute.

#### E. SAFETY, HEALTH, and SANITATION PROVISIONS

The Proponent shall provide, maintain, and utilize sanitation facilities for the work force at the site. Solid waste shall be removed and disposed of so as not to attract wildlife.

### 5. **PROJECT TIMELINE**

The successful Proponent will be required to commence operations for the public on October 25, 2024. Key milestone and target dates:

- RFP Issued: Jan 15, 2024
- Closing Date: Feb 9, 2024
- Latest Contract Award: March 4, 2024
- Substantial Completion: October 18, 2024



## **6. SCHEDULES**

SCHEDULE "A":	Acknowledgment Letter
SCHEDULE "B":	Scope of Work
SCHEDULE "C":	Payment Schedule
SCHEDULE "D":	Draft Services Agreement
SCHEDULE "E":	Proponent's Submission Checklist

### **SCHEDULE “A” – ACKNOWLEDGEMENT LETTER**

[The undersigned will be sent any amendments or addenda in respect of the Request for Proposals: Collins Road Water Main Replacement Project].

We presently intend to provide a Proposal in respect of the Request for Proposals: Collins Road Water Main Replacement Project

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Mobile Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

Return immediately to:  
Ali Chapple, Project Manager,  
Squamish-Lillooet Regional District  
E-mail: [AChapple@slrd.bc.ca](mailto:AChapple@slrd.bc.ca)

## **SCHEDULE “B” – SCOPE OF WORK**

The project aims to replace the current 75mm PVC water main on Collins Road (to the west of Pemberton Meadows Road) with approximately 200m of 150mm PVC/HDPE water main. The new water main should connect to the existing 250mm HDPE water main on Pemberton Meadows Road (shown in Appendix A), with the existing 75mm on Collins Road to be abandoned.

The new main should be designed to meet all appropriate standard and specifications for its intended use, including existing service connections to adjacent properties and fire hydrant requirements.

The SLRD does not have a preference with regards to installation methods, and will consider both trenched and trenchless options.

As a guideline, we anticipate the proponent’s proposal should include, but not be limited, to the following:

- a) Design of proposed water main replacement – including sizing, material specifications and alignment. The proposal should aspire to minimize the number of road crossings.
- b) Detailed schedule for design, mobilization, any site preparation, construction and as-constructed drawing submission including key tasks and milestones commencing no later than May 6, 2024;
- c) Supply and installation of all materials including MOTI spec. backfill.
- d) Supply and installation of one fire hydrant
- e) Supply and installation of one sampling port
- f) Pressure testing and bacteriological testing of new pipes. Compaction testing to meet MOTI standards.
- g) Landscaping / roadway to restore disturbed ground to better than before condition and to ensure no impact to drainage.
- h) All necessary permitting required to complete the project.
- i) Environmental monitoring as required.

## SCHEDULE “C” – PAYMENT SCHEDULE

Proponents must complete this form and submit with other proposal documents.

1. Fixed price to complete the Scope of Work as set out in Schedule “B”):

\$\_\_\_\_\_ plus GST

2. Provisional Rates for Extra Work

Item	Unit	Price
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Fixed price includes the provision of all tools, materials, equipment, labour, transportation, fuel, supervision, management, overhead, traffic control, insurance, all other associated or related charges, federal, provincial and municipal taxes, licenses, permits, inspections and all other requirements necessary for the commencement and performance of the Work.

## **SCHEDULE “D” - DRAFT SERVICES AGREEMENT**

THIS AGREEMENT dated \_\_\_\_\_ is

BETWEEN:

**SQUAMISH-LILLOOET REGIONAL DISTRICT**

(the "Regional District")

AND:

**NAME** doing business as **NAME**

(the "Contractor")

GIVEN THAT the Regional District wishes to engage the Contractor for design and construction of the Collins Road Water Main Replacement Project, the scope of such services and each of the service locations are specified in the Terms of Reference (as defined below); and

The Contractor wishes to provide such services to the Regional District in accordance with the terms and conditions of the 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 terms of reference for performance of the Services attached here as Schedule “A” which forms part of this Agreement; and
  - 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 and Renewal**

3. The term of this Agreement commences on or about DATE and ends on the earlier of the completion of the Services or DATE (the **“Term”**), unless terminated earlier in accordance with this Agreement.

### **Warranty as to Quality of Services**

4. The Contractor represents and warrants to the Regional District that:
  - a. it will perform the Services with that degree of care, skill, and 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. it will perform the Services in accordance with sound current professional practices;
  - c. the Contractor and any of its employees which undertake the Services have the education, training, skill, experience and resources necessary to perform the Services;
  - d. the Services will be performed in accordance with all applicable enactments and laws and in compliance with all relevant codes, rules, regulations and standards of any relevant professional or industry organization or association; and

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. The Regional District must pay the Contractor for the Services in the amount provided in the Terms of Reference in accordance with this Agreement.

### **Invoice**

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 claimed for Services performed in that preceding month for each of the service locations specified in the Terms of Reference. For greater clarity, the invoice must clearly break out the fees claimed for Services delivered in respect of each of the service locations set out in the Terms of Reference.

### **Payment by the Regional District**

7. The Regional District must, to the extent it is satisfied the fees 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 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. 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 divulge or disclose any information that the Contractor receives or observes in connection with this Agreement and the performance of the Services which in good faith or good conscience ought not to 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 section 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 as well as all keys issued to the Contractor by the Regional District.

### **Agreement for Services**

13. 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.

### **Assignment of Agreement/Subcontracting of Services**

14. 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 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**

15. Time is of the essence of this Agreement.

### **Release and Indemnification**



16. 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 must 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, or assigns in the performance of the Services herein, as determined by a court of competent jurisdiction.
17. The indemnity provided in section 16 by the Contractor to the Regional District will not in any way be limited or restricted by the insurance set out in section 19 or by limitations on the amount or type of damages, compensation or benefits payable under the *Workers' Compensation Act* or any other similar statute.
18. The indemnity provided in section 16 by the Contractor to the Regional District will survive notwithstanding the completion of all Services and the obligations and duties under this Agreement; for clarity, the release and indemnity shall survive the expiry or the termination of this Agreement for any reason.

### **Insurance Requirements**

19. The Contractor must obtain and maintain throughout the Term automobile liability insurance on all vehicles, owned, operated or licensed in the name of the Contractor in an amount not less than \$5,000,000 per occurrence for bodily injury, death and damage to property (or such higher amount as is customary for a provider of landscaping services) as well as appropriate contractor's equipment insurance in all-risks form covering equipment used for the performance of the Services.
20. The Contractor must obtain and maintain throughout the Term 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 per occurrence and shall meet the following requirements:
  - a. name the Regional District as additional insured;
  - b. include blanket contractual liability coverage, cross liability, and severability of interest;
  - c. be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
  - d. be primary without right of contribution from any insurance carried by the Regional District;

- e. stipulate that it shall not be cancelled or materially changed without first providing 30 days written notice to the Regional District;
- f. include a deductible not greater than \$5,000 per occurrence; and
- g. be on other reasonable terms acceptable to the Regional District.

The Contractor must 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 16 of this Agreement.

## **WorkSafeBC**

21. The Contractor must:

- a. 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;
- b. remain current with all assessment reporting and payments due thereunder and shall comply in every respect with the requirements of the Workers Compensation Act and Regulations; and
- c. be 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.

22. 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.

23. The Contractor is designated as the prime contractor on site.

## **Compliance**

24. The Contractor must comply with all laws, rules and regulations applicable to the performance of the Services under this Agreement.

## **Severability**

25. 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**

26. 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 e-mail, addressed as follows:

- a. To the Regional District:

Squamish-Lillooet Regional District  
1350 Aster Street, Box 219  
Pemberton, B.C. V0N 2L0  
E-mail Address: [achapple@slrd.bc.ca](mailto:achapple@slrd.bc.ca)  
Attention: Ali Chapple, Project Manager

- b. To the Contractor:

NAME  
ADDRESS  
Phone Number:  
E-mail Address:  
Attention:

or to such other address, or e-mail address 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 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**

27. 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.

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

### **Binding on Successors**

29. 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**

30. 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**

31. 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**

32. 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.

33. 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**



Request for Proposals  
**Collins Road Water Main Replacement Project**

34. 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:

\_\_\_\_\_  
Heather Paul  
Chief Administrative Officer

\_\_\_\_\_  
Date

**NAME:**  
by its authorized signatory:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date

## **SCHEDULE D – AGREEMENT TERMS OF REFERENCE**

To be added after contract is awarded.

**SCHEDULE “E” – PROPONENT’S SUBMISSION CHECKLIST**

Item	Included - <input type="checkbox"/>
Completion and submission of Acknowledgement Letter	
Completion of Proponents Section of RFP Page 2	
Proponent’s Proposal including experience, references, sustainability and value-added benefits	
Completed Schedule C: Payment Schedule	

## **7. APPENDICES**

**APPENDIX “A”:** Pemberton North Water System at Collins Road



## **APPENDIX A - PEMBERTON NORTH WATER SYSTEM AT COLLINS ROAD**

