



**REGIONAL DISTRICT
of Fraser-Fort George**

**REQUEST FOR PROPOSALS
ES-19-12**

REGIONAL PARKS PLAN REVIEW



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REQUEST FOR PROPOSALS ES-19-12
REGIONAL PARKS PLAN REVIEW**1.0 INTRODUCTION AND BACKGROUND**

The Regional District of Fraser-Fort George is requesting proposals from qualified firms to provide consulting services for the preparation of a Regional Parks Plan Review.

The Regional District of Fraser-Fort George (Regional District) provides local government services to approximately 100,000 people in four municipalities and seven electoral areas covering a geographic area of 52,000 km². Approximately 75% of the population lives in the City of Prince George with an additional 8,000 people residing in the municipalities of Mackenzie, McBride and Valemount. The remainder resides in seven Electoral Areas.

The Regional District is governed by a 14-member Board consisting of seven directors appointed by four municipalities and seven electoral area directors elected by voters in seven electoral areas. Each municipality or electoral area participates in a variety of regional or local services, paid for through 100 individual budgets and a variety of cost sharing formulas.

The Regional District website (www.rdffg.bc.ca) provides additional information concerning its services.

In 2010, the Regional District Board of Directors approved the Regional Parks Plan. The purpose of this plan was to set a general framework for the acquisition, development and operation of Regional Parks, including Regional Trails, within the Regional District and was set for review after ten (10) years. Regional Parks are just one part of a larger system of parks, trails, and outdoor recreation areas managed by federal, provincial and local governments as well as non-government organizations and commercial enterprises. It is the intention of the Regional District to complement and coordinate with this overall network of parks and trails in the region, but not duplicate the services of other agencies in fulfilling it.

Regional Parks provide for protection of regional ecosystems, supply of recreation areas such as boat launches, picnic areas and trail systems, heritage protection and educational opportunities. Within the Regional District of Fraser-Fort George there are currently eleven regional parks that encompass 330 hectares with one park currently operated under contract by a historical society. Parks are designed for day use only and offer a variety of amenities.

The main goals of the current Regional District's Parks Plan was "To provide residents of (and visitors to) the region with a range of outdoor recreation opportunities within developed park areas which are designed primarily for day use, and which are representative of the region's natural environment, recreation and heritage resources, as well as to create and/or complete trail-based linkages among regional, provincial and municipal park and trail systems." The Regional District Parks Plan Review will re-examine the Parks function and provide a clear, attainable and updated vision for the future of Regional Parks.

The Regional Parks Plan Review will involve co-operative efforts with stakeholders and member municipalities. Regional Parks are of value to all members of the Regional District and will continue to be into the future.

2.0 INVITATION AND INSTRUCTIONS

The Regional District of Fraser-Fort George invites proposals for the preparation of a Regional Parks Plan Review.

2.1 Request for Proposal Documents

RFP Documents may be obtained on or after Friday, August 16, 2019:

- a) in a PDF (public document format) file format from the Regional District's website at www.rdffg.bc.ca;
- b) on the BC Bid® website at www.bcbid.gov.bc.ca;
- c) in hard copy from the Regional District Service Centre, 155 George Street, Prince George, BC between 8:00 a.m. and 5:00 p.m., Monday to Friday, excluding statutory holidays.

All subsequent information regarding this RFP, including amendments, addenda and answers to questions will also be available as above.

It is the sole responsibility of the proponent to ascertain that they have received a full set of the RFP documents. Upon submission of their proposal, the proponent will be deemed conclusively to have been in possession of a full set of the RFP documents.

The lowest or any proposal will not necessarily be accepted. The Regional District of Fraser-Fort George reserves the right to accept or reject any or all proposals. Facsimile proposals and electronic proposals will **NOT** be accepted.

All questions relating to this project must be directed to the Project Manager:

Bryan Boyes, Utilities Leader
Regional District of Fraser-Fort George
155 George St
Prince George, BC V2L 1P8
Telephone: 250-960-4400
Email: bboyes@rdffg.bc.ca

2.2 Proposal Submissions

Proponents will complete and submit three (3) copies of their proposal, (formatted as described in Section 4.0 PROPOSAL FORMAT), in a **sealed envelope**.

Sealed proposals will be received by the General Manager of Financial Services, at the Regional District of Fraser-Fort George, up to **2:00 p.m. local time on** Tuesday, September 3, 2019.

Proposals submitted by fax, electronically, or not in the original Regional District format will **NOT** be accepted. Any proposal received after the closing date and time (2:00 p.m. local time, Tuesday, September 3, 2019) will be considered disqualified and will be returned to the proponent.

The following information **must be written on the outside of the sealed envelope containing the proposal submission, as well as the outside of the courier envelope (if sending by courier)**:

1. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
2. Request for Proposals, ES-19-12
Regional Parks Plan Review
3. Responding Proponent's name and address.

Proposals not submitted in strict accordance with these instructions or not complying with the requirements in this RFP may be rejected.

The Regional District will not be responsible for any costs incurred by proponents, which result from the preparation or submission of documents pertaining to this proposal call. The accuracy and completeness of the proposal is the proponent's responsibility. Should errors be discovered, they will be corrected by the consultant at their expense.

The proponents will be competent and capable of performing the work. The proponent may be required to provide evidence of previous experience and financial responsibility before a contract is awarded.

2.3 Acknowledgement Letter

Upon receipt of this RFP, a potential proponent is requested to complete and sign the Acknowledgement Letter and email the signed Acknowledgement Letter to the attention of Bryan Boyes, Project Manager, at bboyes@rdffg.bc.ca or fax to 250-562-8676.

A proponent who signs and returns the Acknowledgement Letter is not obligated to submit a proposal.

Any proponent who does not submit the Acknowledgement Letter will not be sent any amendments, addenda, or answers to questions and their proposal may be disqualified if it is incomplete or non-compliant as a result of the proponent's failure to acknowledge receipt of an addendum in accordance with this RFP, or as a result of the proponent's failure to comply with the requirements of an amendment or addendum to this RFP.

2.4 Regional District's Right to Reject Proposal

The Regional District reserves the right, in its sole discretion, to waive informalities in proposals, reject any and all proposals, or accept the proposal deemed most favourable in the interests of the Regional District. Furthermore, the Regional District reserves the right to negotiate with any proponent at its discretion. The lowest, or any proposal, will not necessarily be awarded.

If a proposal contains a defect, or fails in some way to comply with the requirements of this RFP, which, in the sole discretion of the Regional District, is not material, the Regional District may waive the defect or accept the proposal.

The Regional District reserves the right to reject a proposal based on potential or perceived conflict of interest.

The Regional District reserves the discretion to reject any proposal where:

- (a) one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the consultant, is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District; or
- (b) in the case of a proposal submitted by a consultant who is an individual person, where that individual is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

When submitting a proposal, the Proponent is required to complete, sign, and include with their proposal a Conflict of Interest Disclosure Statement (see page 14).

The Regional District reserves the right to reject any proposal submitted by a consultant who is, or whose principals are, at the time of the proposal, engaged in a lawsuit against the Regional District in relation to work similar to that being proposed.

3.0 PURPOSE

The Regional District intends to engage an experienced and qualified consultant to conduct a review of the current Regional Parks Plan for the Regional District of Fraser-Fort George

The desired project completion date is October 1, 2020.

4.0 PROPOSAL FORMAT

The following format and sequence should be followed in order to provide consistency in proponent response and to ensure each proposal receives full and complete consideration. All pages should be consecutively numbered.

- a) Title Page – including Request for Proposal title and number, proponent's name and address, telephone number, fax number, email address and contract representative.
- b) One-page letter of introduction signed by the person or persons authorized to sign on behalf of the proponent which will bind the proponent to statements made in the proposal.
- c) Table of Contents including page numbers.
- d) An Executive Summary of the key features of the proposal.
- e) The body of the proposal, including the qualifications, work plan, financial proposal, references and schedule.
- f) Additional information that a proponent may choose to provide.
- g) Completed Conflict of Interest Disclosure Statement
- h) Addenda and/or Amendments- if any, issued for this RFP. Each amendment and addendum must be signed by the Proponent and included with the proposal and will form part of the proposal and contract documents.

5.0 EVALUATION OF PROPOSALS

The proposals will be evaluated on merit. Consideration will include the proposed budget, timeline, professional qualifications, references, general experience, northern climate experience, local

knowledge, Regional Parks Plan concept and quality of proposal. The proposal submission should be clear, concise and complete.
The Regional District shall be the sole judge of a proposal and its decision shall be final.

Evaluation Criteria:

Consultant Qualifications, References & Experience	30 points
Work plan, Methodology, and Schedule	30 points
Price	30 points
Quality of Proposal including format	<u>10 points</u>
Total	100 points

6.0 CONTRACT

6.1 Sample Service Agreement

The form of contract will be similar in form to the sample SERVICE AGREEMENT and will include this RFP, Schedule of Prices, all appendices, amendments and addenda, as well as the successful proponent's submission and acknowledgment letter.

6.2 Award of Contract

A contract for ES-19-12 (the "Contract") is expected to be awarded to the successful proponent (the "Consultant") on September 19, 2019. All proponents will be advised, in writing, as to the awarding of the Contract.

The Regional District, in its sole judgment, may delay the Award of Contract date as deemed appropriate by the Regional District.

6.3 Contract Duration

This Contract will commence on October 1, 2019, with the Regional District's acceptance of the successful proponent's proposal, and conclude on October 1, 2020.

6.4 Laws of British Columbia

Any service agreement resulting from this RFP will be governed by, and will be construed and interpreted in accordance with, all laws in effect in the Province of British Columbia.

7.0 INSURANCE, WORKSAFE, INDEMNITY

7.1 Insurance

The Consultant, without limiting its obligations or liabilities, and at its own expense, must provide and maintain throughout the Contract term, the following insurances with insurers licensed in the Province of British Columbia in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Consultant) shall be endorsed to show the Regional District as additional insured and provide the Regional District with 30 days' advance written notice of cancellation or material change. The Consultant must provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract.

- a. Commercial General Liability (CGL), written on an occurrence-based form, in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury

and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Cross Liability Cover, Broad Form Products & Completed Obligations, Personal Injury, Blanket Contractual, and Cross Liability.

- b. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Consultant in an amount not less than \$2,000,000.
- c. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.

7.2 WorkSafeBC

The consultant will use due care and take all necessary precautions to assure the protection of persons and property while undertaking the Work and will comply with the *Workers Compensation Act* of the Province of British Columbia.

Prior to undertaking any of the Work in this Service Agreement, the consultant will provide the Regional District with a Clearance Letter confirming they are in good standing with WorkSafeBC and will pay and keep current all assessments required by WorkSafeBC in relation to the Service Agreement amount.

Out of Province consultants will be compliant with WorkSafeBC's registration requirements pertaining to out of Province firms. Where WorkSafeBC registration requirements allow for a consultant to be registered with another Province's Worker's Compensation Board, or like organization, the consultant will provide the Regional District with their registration number and written documentation confirming that the consultant is in good standing with the appropriate Worker's Compensation Board, or like organization. The consultant will pay and keep current all assessments required to maintain good standing in relation to the Service Agreement amount.

The consultant will maintain an Occupational Health and Safety Plan (OHSP) and ensure that their employees and Sub-Service Providers are well trained and aware of OHSP.

7.3 Indemnity

Notwithstanding the compliance of the Consultant with all the clauses concerning insurance, the Consultant shall indemnify, protect, and save harmless the Regional District, its officials, officers, employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs), and actions recoverable by any third party from the Regional District and shall be paid by the Consultant. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, and claims for demands, then the Regional District shall be entitled to recover from the Consultant all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing. The Consultant covenants and agrees that this clause shall survive the termination of the Contract herein granted.

8.0 **SCOPE OF WORK**

The successful proponent will provide a strategy and methodology to undertake the development of a detailed review of the current Regional Parks Plan consistent with the Regional District's strategic priorities. The methodology will include a review of the previous parks plan, consultation with stakeholders and the general public, and an inventory of the current parks system.

Key areas to be addressed, but not limited to, are:

- ◆ provide a clear direction and priorities for regional parks in the Regional District for the period 2020 to 2030,
- ◆ integration of trails compatible with the City of Prince George's Trail Task Force goals,
- ◆ determine the current and future needs for parks and identify opportunities to make up for unmet needs within the Regional District,
- ◆ develop recommendations and policy for park land acquisition for the period 2020 to 2030,
- ◆ review existing park infrastructure to include implementation strategies/priorities and recommendations for renewal and improvement, as well as scope of use available year-round,
- ◆ include any changes and future considerations for applicable legislation,
- ◆ complete public consultation with residents and stakeholders, as well as staff project team to ensure the incorporation of feedback into the Plan,
- ◆ a long-term financial plan relating to the execution of the reviewed Regional Parks Plan.

8.1 Information Review

The Regional District will make the following documents available to the successful proponent.

- Official Regional Park Plan – 2010 (RDFFG, June 2010)
- Official Regional Park Plan – 1986 (Regional District of Fraser-Fort George, June 1986)
- Official Regional Park Plan – 1981 (Regional District of Fraser-Fort George, 1981)
- Draft Official Regional Park Plan – 1998 (Regional District of Fraser-Fort George, 1998)
- Regional District of Fraser-Fort George Bylaw No. 724 (current regulation bylaw regarding Parks Plan)
- Copy of The Prince George Centennial Trails Project – A Five Year Implementation Plan (Prince George Trails Task Force, 2008)

The successful proponent will return these documents to the Regional District at the conclusion of the project.

9.0 **PROPOSERS INFORMATION**

9.1 Qualifications and Experience

The successful Proponent will have at least three (3) years' experience as a bona fide consultant in the business of park or landscape planning for local government. Proponents will submit evidence of previous successful performance in comparable work. Proponents will provide complete information on experience of key personnel to be involved in the review process and references from work on similar projects.

Proponents may be required to submit evidence of their resources and their ability to carry out the work in their respective submissions.

This REQUEST FOR PROPOSALS encourages Proponents to demonstrate their experience, technical expertise and creativity in the area of park and/or landscape planning. The Regional Parks Plan Review process will be conducted in accordance with all Provincial legislation and guidelines.

9.2 Occupational Health and Safety

The consultant will be required to comply with the Workers Compensation Act. The consultant will ensure that their workers are supervised and well trained.

Prior to commencing work, the successful consultant will be required to supply a copy of their Health and Safety Plan to the Regional District.

9.3 References

The proponent must include a minimum of three references for projects of a similar nature complete with contact information in the proposal. A brief description of the projects completed for each reference should be provided.

9.4 Professional Responsibility

Only qualified and experienced environmental planning professionals will be considered for this project.

10.0 FINANCIAL PROPOSAL

The proponent must specify in the proposal, the fees required to satisfy the terms of reference for the project, the work plan and methodology. The proponent must clearly identify and detail all costs. The various stages of the work plan should be costed separately, with taxes and disbursements clearly identified.

10.1 Terms of Payment

The proponent must specify in the proposal, the terms of payment required for the duration of the project.

10.2 Cost of Control

The proponent must provide in the proposal, a description of the cost control measures they will employ to effectively manage the project budget.

11.0 WORK PLAN AND SCHEDULE

The proponent will provide a detailed description of the proposed work to be undertaken and the way it will be undertaken. Sufficient detail should be presented to show a clear understanding of the work and proposed approach. A schedule should accompany the work description showing the expected sequence of tasks and resource requirements for the proponent and the Regional District of Fraser-Fort George.

The completion date for this project is October 1, 2020.

12.0 DOCUMENTS

The successful proponent will be required to provide all documents related to the project to the Regional District in hard copy and an electronic format. All text documents will be in a Microsoft Word format and in a PDF format.

13.0 PROJECT MANAGER

All questions concerning REQUEST FOR PROPOSALS ES-19-12 are to be directed to the Project Manager.

Bryan Boyes, Utilities Leader
Regional District of Fraser-Fort George
Telephone: 250-960-4487
Fax: 250-562-8676 Email: bboyes@rdffg.bc.ca

14.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

Proposals will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and *this RFP*. Each proposal should clearly identify any information that is considered to be confidential or propriety information. Proponents are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

All documents, including proposals, submitted to the Regional District in relationship to this project become the property of the Regional District. The Regional District will provide a debriefing for individual proponents at their request subject to the *Freedom of Information and Protection of Privacy Act*.

15.0 CONFIDENTIALITY

In accordance with the *Freedom of Information and Protection of Privacy Act*, the proponents will treat as confidential and will not, without prior written consent of the Regional District, publish, release, or disclose, or permit to be published, released, or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the proponents as a result of this Contract except insofar as such publication, release or disclosure is necessary to enable the proponent to fulfil their obligation under this Contract, or by the laws of British Columbia.

16.0 RIGHTS OF WAIVER

A waiver, or any breach of provision of this RFP will not constitute or operate as a waiver, or any other breach, of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

ACKNOWLEDGEMENT LETTER

The undersigned has received a full set of RFP ES-19-12 Regional Parks Plan Review

Authorized Signatory Signature

Name of Proponent

Name (Please print)

Address

Title

City, Province, Postal Code

Phone Number

Email

Date

I/We presently intend to provide not to provide a Proposal.

Please return immediately by email to:

Bryan Boyes, Utilities Leader
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

Email: bboyes@rdffg.bc.ca

GOODS AND SERVICES TAX INFORMATION

Supplier: _____
Name _____

Address _____

City _____ Province _____

Postal Code _____ Phone Number _____

Are you a GST Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

If NO, Please fill in the following (check appropriate box):

Supplier qualifies as a small supplier under s.148 of the legislation

Other: Specify _____

Signature of Authorized Person

Print Name

Title

Date

Business Name

Email

CONFLICT OF INTEREST DISCLOSURE STATEMENT**PROCUREMENT PROCESS****ES-19-12 Regional Parks Plan Review**

Bidder Name: _____

The Bidder, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Bidder on this Procurement Process:

- is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- has not, and will not, participate in any improper procurement practices that can provide the Bidder with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for Conflict of Interest:

By signing below I certify that all statements made on this form are true and correct to the best of my knowledge.

Print Name of Person Signing Disclosure_____
Signature of Person Making Disclosure_____
Date Signed

SERVICE AGREEMENT

ES-19-12
REGIONAL PARKS PLAN REVIEW

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE, a local government incorporated pursuant to the *Local Government Act* and having its business office located at:
155 George Street
Prince George, BC V2L 1P8

(hereinafter called "the Regional District")

AND:

CONSULTANT

a company duly incorporated under the laws of British Columbia and having a place of business at:
address
address, pc

(hereinafter called the "Consultant")

OF THE FIRST PART

OF THE SECOND PART

WITNESSETH: That the Consultant and the Regional District undertake and agree as follows:

1. TERM AND TERMINATION

The term of this Agreement shall commence as of the day and year first written below, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than thirty (30) business days advance written notice to the other party. The Consultant or the Regional District may terminate this Agreement immediately in writing if either party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

This agreement is to be completed by October 1, 2020.

2. SCOPE OF SERVICES

The Regional District requires Services that may include, but are not limited to, the following: information review, development of programs and policies, coordination of stakeholder and public consultation, formation of committees, data analysis and compilation of written reports as detailed in the request for proposal ES-09-XX and your submitted proposal for the Regional Parks Plan Review to be completed by October 1, 2020.

The Consultant must not commence any Work until the Regional District has issued a Purchase Order.

3. NOTICE OF DEFAULT

If the Consultant is in default of the performance of any of its material obligations set out in this Agreement, then the Regional District may, by written notice to the Consultant, require such default to be corrected. If within fifteen (15) days' receipt of such notice the default has not been corrected or reasonable steps, as determined by the Regional District's in its sole discretion, have not been taken to correct the default, the Regional District without limiting any other right it may have, may immediately terminate this Agreement.

The Regional District shall compensate the Consultant for all Services performed hereunder through the date of any termination and all-reasonable costs and expenses incurred by the Consultant in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the Consultant prior to the termination of the Agreement, will be provided to the Regional District within ten (10) business days of the termination date.

4. CONTRACT PRICE

The Consultant will be compensated to a maximum of \$XXXXXX.XX for its Services.

The Regional District shall pay to the Consultant, within thirty (30) days of receipt of an invoice from the Consultant, the amount owing for the Services performed to the date of the invoice. A Purchase Order will be issued and must be recorded on the invoice from the Consultant.

Where the Regional District has established a milestone date for the performance or completion of certain Services, and the Consultant has not completed the Services in accordance with the milestone date, then the Regional District shall not be obligated to pay the Consultant under this section until the Consultant has completed the milestone event.

Where the Regional District is not satisfied with the Services provided by the Consultant, the Regional District may suspend payment in an amount sufficient to protect itself against loss on account of the failure to provide the Services or claims against the Regional District by other persons.

5. STANDARD OF CARE

The Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Consultant's profession currently practicing in the same locality under similar conditions.

6. INDEPENDENT CONTRACTOR

The Consultant shall be fully independent and shall not act as an agent or employee of the Regional District. The Consultant shall be solely responsible for its employees, and any subcontracts the Consultant lets, and for their compensation, benefits, contributions, and taxes, if any.

7. INSURANCE

The Consultant, without limiting its obligations or liabilities, and at its own expense, must provide and maintain throughout the Contract term, the following insurances with insurers licensed in the Province of British Columbia in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Consultant) shall be endorsed to show the Regional District as additional insured and provide the Regional District with 30 days' advance written notice of cancellation or material change. The Consultant must provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

1. Commercial General Liability (CGL), written on an occurrence based form, in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Cross Liability Cover, Broad Form Products & Completed Obligations, Personal Injury, Blanket Contractual, and Cross Liability.
2. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Consultant in an amount not less than \$2,000,000.
3. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence

8. WORKSAFEBC

The Consultant shall abide by all provisions of the *Workers Compensation Act* and its regulations and may be required to sign a WorkSafeBC Safety Covenant in the form provided by the Regional District. The Consultant must be a registrant in good standing at all times with WorkSafeBC for the duration of the Contract. Prior to receiving any payment, the Consultant may be required to submit a WorkSafeBC Clearance letter confirming all assessments have been paid and the Consultant is in good standing.

9. INDEMNITY

The Consultant shall release, indemnify, defend and save harmless the Regional District, its officers, employees, servants and agents of and from all claims, costs, losses, damages, actions, classes of action, expenses and costs arising out of or relating to the Consultant's breach of this Agreement or the negligent acts or omissions of the Consultant or its employees, contractors or agents.

10. CHANGES

The Regional District may order, in writing, changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Where a change to the Services causes an increase in the Consultant's cost to perform the Services or the amount of time required for the performance of the Services that is not offset by any decreases to costs or time, then the Regional District shall increase the amount of the service fee payable under section 4 of this Agreement by an amount agreed upon by the Consultant or, where the parties are unable to agree, as settled in accordance with section 16 of this Agreement.

11. NOTICE

Any notices related to this Agreement shall be in writing and either mailed, or delivered to the address on Page 1 of this Agreement, or other such addresses that either the Regional District or the Consultant may substitute by written notice to the other party. Any such notice will be deemed to be received within seven (7) business days after the time of mailing, if mailed, and upon the date of delivery, if delivered. If normal mail service is interrupted by postal dispute or force majeure, notice will be hand delivered, not mailed.

12. FORCE MAJEURE

Where the Consultant's Services cannot be performed because of an act of God, an act of a legislative, administrative or judicial entity, an act of contractors other than contractors engaged directly by the Consultant, fire, flood, labour disturbance or unusually severe weather (collectively "Force Majeure"), then the obligations of the Consultant shall be suspended during the period of Force Majeure. The Regional District shall grant to the Consultant a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Consultant or, if the Regional District and the Consultant are unable to reach agreement, as determined by the dispute resolution process under section 16 of this Agreement. Where, as a result of Force Majeure, there is a material increase in the Consultant's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the service fee payable to the Consultant under section 4 of this Agreement, as may be agreed by the Consultant, or as determined under section 16 of this Agreement. If the event of Force Majeure results in a material increase in the cost of the Work to be performed in respect of which the Consultant is providing the Services, then the Regional District may choose not to proceed with the completion of the Work and may terminate this Agreement. If the Regional District terminates this Agreement, then it shall compensate the Consultant in accordance with section 4 of this Agreement.

13. INSTRUMENTS OF SERVICE

All reports, drawings, plans or other documents (or copies) furnished to the Consultant by the Regional District will be returned to the Regional District upon completion of the Services. The Consultant may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by the Consultant under this

Agreement are instruments of service. The Consultant may retain one (1) copy of all documents produced for the Regional District under this Agreement.

14. REGIONAL DISTRICT'S RESPONSIBILITIES

The Regional District agrees to, within reason, convey and discuss relevant materials, data, and information in possession of the Regional District with the Consultant.

The Regional District shall release, indemnify, defend, and save the Consultant harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) the Regional District's breach of this Agreement; (ii) the negligent acts or omissions of the Regional District or its employees, contractors, or agents.

15. ASSIGNMENT AND SUBCONTRACTING

This Agreement does not create any right or benefit in anyone other than the Regional District and the Consultant and shall not be assigned by either party without the prior written approval of the other party.

16. DISPUTE RESOLUTION

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, the Consultant and the Regional District agree first to try in good faith to settle the dispute by negotiations between senior management of the Consultant and the Regional District. If such negotiations are unsuccessful, the Consultant and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Consultant and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of British Columbia.

17. WAIVER OF TERMS AND CONDITIONS

The failure of either the Consultant or the Regional District in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by the Consultant or the Regional District of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

18. SEVERABILITY

Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

19. LAWS OF BRITISH COLUMBIA

Any service agreement resulting from this RFP will be governed by, and will be construed and interpreted in accordance with, all laws in effect in the Province of British Columbia.

20. ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire understanding and agreement of the Consultant and the Regional District with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. The Regional District and the Consultant agree to reference this Agreement as governing terms and conditions. Any changes to the terms and conditions set forth herein will be mutually agreed to and will be included, in writing, in a Change of Work Order.

21. RELATIONSHIP

The legal relationship between the Consultant and the Regional District shall be that of an independent contractor and purchaser of Services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Consultant and the Regional District to be that of employee and employer.

This Agreement shall not prevent either party from entering into similar agreements for Services from or to others.

The Regional District of Fraser-Fort George at 155 George Street, Prince George, BC V2L 1P8.

The Consultant at _____
(Address)

IN WITNESS WHEREOF the parties have duly executed this Agreement.

SIGNED ON BEHALF OF THE)
REGIONAL DISTRICT OF)
FRASER-FORT GEORGE)

_____))
GM of Environmental Services)

_____))
Date)

_____))
GM of Legislative and Corporate Services)

_____))
Date)

SIGNED ON BEHALF OF)
CONSULTANT)

_____))
Authorized Signature)

_____))
Date)

_____))
(Name and Title) (Please print))