



**REGIONAL DISTRICT  
of Fraser-Fort George**

1967-2017 50 years of  
building strong communities

**Demolition, Land Clearing and Construction Waste Diversion  
Study**

**REQUEST FOR PROPOSALS  
ES-17-14**



Regional District of Fraser-Fort George  
155 George Street, Prince George BC V2L 1P8  
Telephone 250-960-4400 / Toll Free 1-800-667-1959 / Fax 250-562-8676  
<http://www.rdffg.bc.ca>

TABLE OF CONTENTS

1. INVITATION AND INSTRUCTIONS .....	1
2. ACKNOWLEDGEMENT LETTER.....	2
3. INTRODUCTION AND BACKGROUND .....	2
4. PURPOSE.....	3
5. SCOPE OF WORK .....	3
6. CONTRACTOR INFORMATION .....	4
7. FINANCIAL PROPOSAL .....	5
8. WORK PLAN AND SCHEDULE .....	6
9. PROPOSAL FORMAT .....	6
10. DOCUMENTS.....	6
11. PROJECT MANAGER .....	6
12. EVALUATION OF PROPOSALS.....	7
13. OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION .....	8
ACKNOWLEDGEMENT LETTER.....	9
SAMPLE SERVICE AGREEMENT.....	10

## 1. INVITATION AND INSTRUCTIONS

The Regional District invites proposals from an experienced consultant for a Demolition, Land Clearing and Construction Waste Diversion Study to capture pertinent information on the waste disposal practices in the demolition, land clearing and construction sector within the Regional District, to determine estimated material categories and volumes in this sector, to assess the most meaningful recycling avenues for demolition, land clearing and construction waste and to identify barriers to more diversion in the demolition, land clearing and construction industry.

Sealed Proposals, will be received by the General Manager of Financial Services, Regional District of Fraser-Fort George, 155 George Street, Prince George, BC up to 2:00 p.m. on October 24, 2017. Proposals will be opened in public at 2:15 P.M. on October 24, 2017, at the Regional District Office at 155 George Street.

Proposals must be returned with the organization or individual's name, full mailing address, "RFP ES-17-14 DEMOLITION, LAND CLEARING AND CONSTRUCTION WASTE DIVERSION STUDY" clearly marked on the outside of a **sealed** envelope **as well as** on the outside of the Courier envelope if being sent by courier.

Request for Proposal Documents may be obtained on or after September 26, 2017:

- A) In a PDF (Public Document Format) file format from the Regional District's website at [www.rdffg.bc.ca](http://www.rdffg.bc.ca), or
- B) On the BCBid® website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca), or
- C) In a hard copy format from the Service Centre at, 155 George Street, Prince George, BC, between the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding Statutory holidays. The cost for each hard copy Request for Proposal package is twenty-five dollars (\$25) (GST included) and is non-refundable.

The lowest or any proposal will not necessarily be accepted. The Regional District of Fraser-Fort George ("Regional District") reserves the right to accept or reject any or all proposals. Proposals submitted by fax, electronically or not in original Regional District format will **NOT** be accepted. Late proposals will not be accepted and will be returned unopened to the proponent.

**Proposals must be sent to:**

General Manager of Financial Services  
Regional District of Fraser-Fort George  
155 George Street  
Prince George BC V2L 1P8

**Questions relating to the project must be directed to:**

Laura Zapotichny  
Waste Diversion Program Leader  
Regional District of Fraser-Fort George  
155 George Street  
Prince George BC V2L 1P8  
Telephone: 250-960-4445  
Fax: 250-562-8676  
Email: [lzapotichny@rdffg.bc.ca](mailto:lzapotichny@rdffg.bc.ca)

The Regional District reserves the right to waive informalities in proposals, reject any or 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 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.

By submitting this proposal the proponent further confirms that neither the proponent (if an individual person) nor any of the directors, officers, principals, partners, senior management employees, shareholders or owners of the proponent 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.

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 proponent at their expense.

## **2. ACKNOWLEDGEMENT LETTER**

Upon receipt of these documents, a potential proponent will sign one copy of the Acknowledgement Letter and mail or fax the signed Acknowledgement Letter to the attention of Laura Zapotichny, Regional District of Fraser-Fort George.

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 or addenda and may be disqualified.**

## **3. INTRODUCTION AND BACKGROUND**

The Regional District of Fraser-Fort George (RDFFG) provides local government services to approximately 100,000 people in four municipalities and seven electoral areas covering a geographic area of 52,000 km<sup>2</sup>. 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 reside in seven Electoral Areas. All seven Electoral Areas are rural areas that may generate less construction and demolition waste. The Regional District website ([www.rdffg.bc.ca](http://www.rdffg.bc.ca)) provides additional information concerning its services.

The 2013 Waste Characterization study found approximately twenty percent of materials going to the Foothills Boulevard Regional Landfill were being generated from demolition, land clearing and construction (DLC) activities. This waste stream is generally comprised of non-hazardous materials such as wood, concrete, asphalt, drywall and roofing materials. The industrial, commercial and institutional sector is primarily responsible for the DLC waste. The DLC waste source is highly variable depending on the season.

In 2015 the Regional District updated the 2008 Regional Solid Waste Management Plan (RSWMP). The Plan was approved at the February 2016 Board meeting. The Plan identified the limited local opportunities to recycle DLC waste, both in Prince George and in the rural areas.

A key component of the RSWMP was developing a waste diversion implementation strategy. In September 2016, the RDFFG Board approved the waste diversion implementation strategy. The goal of the waste diversion implementation strategy is to deliver a prioritized work plan and schedule at the project level to guide staff in the efficient and effective implementation of the new waste diversion programs that are outlined in the 2015 RSWMP.

The waste diversion implementation strategy provides the RD with a detail project design for increasing diversion of DLC waste as well as allocating budgets and resources for this program. Based on this finding, the recommendation was to conduct a DLC waste study to:

- Determine local market capacity for wood waste and other DLC waste materials;
- Identify the barriers to more diversion by the DLC industry such as demolition permits for residential and commercial buildings, requirements for a waste audit prior to demolition, etc.;
- Research best practices and regulatory mechanisms in other jurisdictions in managing DLC hazardous material (asbestos) that effectively protect human health and the environment and maximize DLC recycling opportunities;
- Make recommendations on the effectiveness of drop-off bins/areas for small volume source-separated DLC waste materials at the Foothills Boulevard Regional Landfill (FBRL);
- Identify data gaps in measuring performance of DLC waste diversion;
- Provide a framework for disposal facility policies (e.g. disposal bans) that would support the development of private sector DLC waste capacity; and
- Make suggestions on targeted communication materials that will support DLC waste diversion that complements rebranding of the visual identity of the Solid Waste Management Program

There are currently limited local opportunities to recycle demolition, land clearing and construction waste in the Prince George Region. The successful proponent will need to take into consideration the geographical barriers in implementing any DLC waste diversion program.

#### **4. PURPOSE**

The Regional District intends to engage an experienced and qualified consultant to conduct a demolition, land clearing and construction waste diversion study to determine the estimated volume and categories of demolition, land clearing and construction waste, to analyze what DLC categories have the greatest diversion potential, to assess local market capacity for these waste categories with the most meaningful recycling avenues and to identifying the barriers to more diversion by the demolition, land clearing and construction industry.

The desired project completion date is April 30, 2018.

#### **5. SCOPE OF WORK**

The successful proponent will provide a strategy and methodology for the successful implementation of DLC waste diversion practices within the RDFFG. Collaboration and consultation with RD staff, waste haulers, stakeholders and the general public will be essential to developing a DLC waste diversion program that can address the following key areas:

- Summarize the current DLC waste flow, analyze the effectiveness of the current management system, and identify gaps in the management system and information needs that are critical in improving proper handling of DLC waste materials;
- Determine the estimated volumes and materials categories of DLC waste stream currently being captured at the FBRL and summarize what categories of DLC waste have the greatest diversion opportunities in the Regional District;
- Review industry best practices and regulatory mechanisms to determine best practices in managing DLC waste while minimizing waste diversion including, by not limited to, policies, bylaws and demolition permits issued in the City of Prince George and the Regional District that could affect DLC waste diversion;

- Develop content for educational information on proper handling and recycling of DLC materials;
- Based on the estimated potential diversion volumes of DLC materials identified in the study, determine the impact on existing landfill facilities (Foothills Boulevard Regional Landfill, Mackenzie Regional Landfill and Legrand Select Landfill) as it relates to fill plans, design and operation plans and closure plans;
- Recommend a DLC waste diversion program that is suitable and effective for the Regional District's geographical area; and
- Provide guidance on incorporating Extended Producer Responsibility (EPR) into a demolition, land clearing and construction waste diversion program.

The successful proponent will develop recommendations to advance construction and demolition waste management practices in the RD, including taking into consideration operating and capital budget requirements. The consultant will also need to consider the three member municipalities of McBride, Valemount and Mackenzie and the whether a DLC diversion program can be successfully implemented in these areas based on volumes, composition and tonnages of materials at these sites.

#### 5.1 Information Review

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

- Regional Solid Waste Management Plan (Regional District of Fraser-Fort George, February 2016)
- Draft Transfer Station Efficiency and Services Study 2010
- Integrated Landfill Management Plan 2010
- Waste Characterization Study – Foothills Boulevard Regional Landfill (Technology Resources Inc., July 2013)
- RDFFG Waste Diversion Implementation Strategy
- The new Visual Identify developed for the Solid Waste Management Programs (Splash Media)
- DLC data covering the 5 year period 2012-2017

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

## **6. CONTRACTOR INFORMATION**

### 6.1 Qualifications and Experience

The successful Proponent will have at least three (3) years' experience as a bona fide prime consultant in the business of solid waste management consulting 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 solid waste management planning.

## 6.2 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.

## 6.3 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.

## 6.4 Professional Responsibility

Only qualified and experienced engineering professionals will be considered for this project. The successful proponent will be required to seal all documents issued for this project.

## 6.5 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

## **7. 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.

### 7.1 Terms of Payment

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

#### 7.2 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.

### **8. WORK PLAN AND SCHEDULE**

The proponent must provide a work plan in the proposal. The work plan is to include a schedule of project tasks, milestones, the sequence of task occurrence and details concerning implementation and completion dates for each task.

The desired project completion date is April 30, 2018.

### **9. PROPOSAL FORMAT**

Proponents are asked to respond in a similar manner. 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 Financial Proposal, i.e. the "Proponent's Response".
- (f) Additional information that a proponent may choose to provide.

### **10. 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.

### **11. PROJECT MANAGER**

All questions concerning this Request for Proposal are to be directed to the Project Manager.

Laura Zapotichny, Waste Diversion Program Leader  
Regional District of Fraser-Fort George  
155 George Street  
Prince George BC V2L 1P8  
Telephone: (250) 960-4445  
Fax: (250) 562-8676 Email: [lzapotichny@rdffg.bc.ca](mailto:lzapotichny@rdffg.bc.ca)

## 12. EVALUATION OF PROPOSALS

The proposals will be evaluated on merit. Consideration will include the proposed budget, professional qualifications, general experience, northern climate experience, local knowledge, and the overall feasibility of the study for construction and demolition waste diversion in the Regional District. 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.

### 12.1 Evaluation Criteria:

#### *(a) Capability – 25 Points*

- Project Manager Experience – the length and quality of the experience of the person named in the proposal as the consultant's project manager. The experience does not necessarily have to be all with the same consulting firm but must demonstrate, through at least three references from related assignments, that the project manager has comprehensive experience in landfill design, construction, operations and environmental monitoring.
- Company Experience – the length and quality of experience of the company in doing similar work. A minimum of three similar projects with references are to be listed.
- Team Quality – the length and quality of the experience of the team members who have been selected by the consulting firm to work on this particular project. Detailed resumes of key team members are to be provided.

#### *(b) Methodology – 25 Points*

- Quality of Proposal – the effort that went into the proposal.
- Work Plan – the thoroughness of the consultant's approach to the project.
- Level of Effort – the total person-hour proposed and the distribution among team members.
- Innovative Considerations – this line allows the discretionary granting of additional points to those consultants who are proposing reasonable innovations that will enhance the project.
- Acceptable Schedule – evaluate the consultant's schedule for completion of the work.

#### *(c) Historical Performance – 15 Points*

- Fees and Personnel – rate the consultant and project team on past performance with the RDEFG or with other clients where RDEFG experience is insufficient, in being able to complete the projects within his/her fee estimates and with the same personnel as originally proposed.
- Keeping to Schedule – rate the consultant and project team on past performance with the RDEFG or with other clients where RDEFG experience is insufficient, in being able to complete the project within his/her schedule.

#### *(d) Budget – 35 Points*

- Rate the consultant's budget by multiplying the total available points (35), by the ratio of the lowest cost proposal versus the consultant's proposal cost.

### **13. 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*.

All documents, including proposals, submitted to the Regional District 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*.

## ACKNOWLEDGEMENT LETTER

The undersigned has received the full set of Request for Proposal Documents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

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

\_\_\_\_\_  
Fax Number

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

\_\_\_\_\_  
Date

We presently intend to \_\_\_\_\_ provide/ \_\_\_\_\_ not provide a Proposal as requested.

Return immediately to:

Laura Zapotichny, Waste Diversion Program Leader  
Regional District of Fraser-Fort George  
155 George Street  
Prince George BC V2L 1P8  
Fax Number: 250-562-8676



**SERVICE AGREEMENT**

**ES-17-14**  
**CONSTRUCTION AND DEMOLITION WASTE DIVERSION STUDY**

BETWEEN:

The **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

(herein called the "Regional District")

AND:

**XXXXXX**, a company duly incorporated under the laws of British Columbia and having a place of business at:  
XXXXXXXXXX,  
XXXXXXXXXXXXXXXXXX

(herein called "Consultant")

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties 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 May 31, 2018.

**2. SCOPE OF WORK AND SERVICING RESPONSIBILITIES**

The Regional District requires Services that may include, but are not limited to, the following: information review, development of program and policies, coordination of stakeholder and public consultation, formation of committees, data analysis and compilation of written reports as detailed in the request for proposals ES-17-14 and your submitted proposal for the Construction and Demolition Waste Diversion Study to be completed by April 30, 2018.

### **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 of the 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. WORKSAFE**

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. GOVERNING LAWS**

This Agreement shall be governed and construed in accordance with the laws of 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.

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

\_\_\_\_\_  
XXXXXXXX, General Manager  
Environmental Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
XXXXXXXX, General Manager  
Financial Services

\_\_\_\_\_  
Date

DULY AUTHORIZED SIGNATORY FOR  
XXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

SAMPLE AGREEMENT