

Request for Proposals Architectural and Professional Design Services – Squamish- Lillooet Regional District Office Building



Issue date:	August 24, 2016
Closing time:	4:00 PM, October 5, 2016
Closing location:	SLRD Office
Contact:	Graham Haywood

Squamish-Lillooet Regional District

Request for Proposals

Architectural Design Services – Squamish-Lillooet Regional District Office Building

Issue date: Wednesday, August 24, 2016

Closing Time: 4:00 PM, Wednesday October 5, 2016

REGIONAL DISTRICT CONTACT PERSON: All enquiries related to this Request for Proposals ("RFP"), including any requests for information and clarification, are to be directed, in writing, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Regional District's option.

Graham Haywood, Project and Research Coordinator
Squamish-Lillooet Regional District
Box 219, Pemberton, BC V0N 2L0
Fax: 604-894-6526
E-mail: ghaywood@slrd.bc.ca

DELIVERY OF PROPOSALS:

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

Squamish-Lillooet Regional District
1350 Aster Street,
Pemberton, B.C. V0N 2L0
Attention: Graham Haywood, Project and Research Coordinator
(the "Closing Location")
E-mail: PDF files ghaywood@slrd.bc.ca

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

PROPOSANTS' MEETING: a Proponents' meeting will **NOT** be held.

PROPONENT SECTION:

For hard-copy Proposals, a person authorized to sign on behalf of the Proponent **must** complete and sign the Proponent Section (below), leaving the rest of this page otherwise unaltered, submitted as part of the Proposal. The originally signed copy of this page must be mailed or otherwise delivered to the Closing Location, but may be received after the Closing Time, provided a copy has been received by the Regional District via email or fax by the Closing Time.

The enclosed Proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this Proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our Proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Definitions and Administrative Requirements Section, and have conducted such other investigations as were prudent and reasonable in preparing the Proposal. We agree to be bound by statements and representations made in our Proposal.

Signature of Authorized Representative:	Legal Name of Proponent (and Doing Business As Name, if applicable):
Printed Name of Authorized Representative:	Address of Proponent:
Title:	
Date:	Authorized Representative phone, fax or email address (if available):

1 DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS

1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- “Contract” means the written agreement resulting from this Request for Proposals executed by the Regional District and the Contractor;
- “Consultant” means the successful Proponent to this Request for Proposals who enters into a written Contract with the Regional District;
- “must”, or “mandatory” means a requirement that must be met in order for a Proposal to receive consideration;
- “Proponent” means an individual or a company that submits, or intends to submit, a Proposal in response to this Request for Proposals;
- “Proposal” means the document submitted by the Proponent;
- “Regional District” or “SLRD” means the Squamish-Lillooet Regional District;
- “Request for Proposals” or “RFP” means the process described in this document; and
- “should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

2. Terms and Conditions

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

3. Additional Information Regarding the Request for Proposals

Proponents are advised to fill out and return the attached Receipt Confirmation Form attached to this RFP as Appendix A. This form may be delivered by fax or email and will facilitate the further receipt by the Proponent of Addenda to the RFP, if any.

4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete Proposals received and marked before closing time will be considered to have been received on time. Late Proposals may not be accepted and may be returned to the Proponent. In the event of a dispute, the Proposal receipt time as recorded at the closing location shall prevail whether accurate or not. Proponents are strongly advised to verify receipt of their Proposal by the SLRD prior to the Closing Time.

5. Eligibility

- Proposals may not be evaluated if the Proponent's current or past corporate or other interests may, in the Regional District's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Regional District Contact Person listed on page 2 prior to submitting a Proposal.
- Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

6. Evaluation

Evaluation of Proposals will be by the staff of the Regional District but may include contractors or consultants of the Regional District. All personnel will be bound by the same standards of confidentiality. The Regional District's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

7. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the Regional District may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to reissue the RFP or terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

8. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing with the Regional District, which may, at the SLRD's option, be conducted via telephone or email.

9. Alternative Solutions

If alternative solutions are offered, the Proponent should consult with the Regional District Contact Person on page 2 prior to submitting the Proposal.

10. 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 irrevocable. The Proponent will not change the wording of its Proposal after closing and no words or comments will be added to the Proposal unless requested by the Regional District for purposes of clarification.

11. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the Regional District, if any. Regardless of whether or not the Regional District elects to reject all Proposals, the Regional District 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.

12. 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 its Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

13. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the Closing Time. The accuracy and completeness of Proposals shall be the sole responsibility of each Proponent and any errors or omissions shall be corrected at the Proponent's expense.

14. Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

15. 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.

16. Completeness of Proposal

By submission of a Proposal the Proponent warrants that, if this Request for Proposals 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 Consultant at no charge.

17. Subcontracting

- Using a subcontractor (who should be clearly 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 clearly defined in the Proposal.
- Subcontracting to any firm or individual whose current or past corporate or other interests may, in the Regional District's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals may not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 2 prior to submitting a Proposal.
- Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the Regional District.

18. Acceptance of Proposals

- This Request for Proposals should not be construed as an agreement to purchase goods or services. The Regional District is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The Regional District will be under no obligation to receive further information, whether written or oral, from any Proponent.
- Neither acceptance of a 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.

19. 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.

20. Contract

By submission of a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the Regional District in substantially the terms set out in Appendix C.

21. Liability for Errors

While the Regional District has used considerable efforts to ensure information in this Request for Proposals is accurate, the information contained in this Request for Proposals is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposals.

22. Modification of Terms

The Regional District reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

23. Ownership of Proposals

All Proposals submitted to the Regional District become the property of the Regional District. They 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 Request for Proposals.

24. Use of Request for Proposals

Any portion of this document, or any information supplied by the Regional District in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of Proposals. Without limiting the generality of the foregoing by submission of a Proposal, **the Proponent agrees to hold in confidence all information supplied by the Regional District in relation to this Request for Proposals.**

25. Reciprocity

The Regional District may consider and evaluate any Proposals 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.

26. No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Regional District, including the members of the evaluation team and any elected officials of the Regional District, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the Regional District herein or otherwise.

27. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, 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 Proponents to provide the Regional District with personal information of employees or subcontractors who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those persons before forwarding such personal information to the Regional District. Such written consents are to specify that the personal information may be forwarded to the Regional District for the purposes of responding to this RFP and use by the Regional District for the purposes set out in the RFP. The Regional District may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Regional District.

2 **INVITATION AND INSTRUCTIONS**

The Squamish-Lillooet Regional District (SLRD) is requesting Proposals from qualified firms to provide architectural and design services for an expansion and renovation of the SLRD office space in Pemberton, BC. The project is intended to provide a cost effective, highly functional and aesthetically attractive office and boardroom for SLRD employees, SLRD Board Directors and the public. The project includes meeting with the SLRD to develop and finalize a design, and the creation of schematic and working drawings.

2.1 **REQUEST FOR PROPOSAL (RFP) DOCUMENT**

The RFP document package is available:

1. In Portable Document Format (PDF) from the SLRD website at www.slrd.bc.ca or, at www.bcbid.gov.bc.ca by browsing for opportunities by organizations and selecting Squamish-Lillooet Regional District, OR;
2. In hard copy, **by request**, from the SLRD office at 1350 Aster Street, Pemberton, BC, between the hours of 8:00 AM to 4:30 PM, Monday to Friday.

2.2 **QUESTIONS**

Questions regarding this RFP are to be directed to:

Graham Haywood
Project and Research Coordinator
Squamish-Lillooet Regional District
PO Box 219, 1350 Aster Street
Pemberton, BC, V0N 2L0
ghaywood@slrd.bc.ca
1-800-298-7753
604-894-6371 Ext.239

2.3 **ACKNOWLEDGMENT LETTER**

Upon receiving the RFP documents, Proponents should sign one copy of the Acknowledgement Letter, attached as Schedule “A”, and scan and email or fax (604-894-6526) the signed letter to the attention of Graham Haywood. Failure to sign and return a copy of the Acknowledgement Letter may result in a Proponent failing to receive amendments or addenda regarding this RFP.

2.4 **OPENING AND CLOSING DATES**

Proposals may be submitted from the date this RFP is posted until the closing date. Proposals must be received as set out by **4:00 PM Wednesday October 5, 2016**. Proposals received after the closing date and time will not be accepted.

3 PROJECT OVERVIEW & OBJECTIVES

3.1 INTRODUCTION

The Squamish-Lillooet Regional District (SLRD) is requesting submissions for architectural design services for the SLRD Office Building at 1350 Aster Street, Pemberton, BC V0N 2L0 (the “Facility”). The objective is to obtain a design concept with architectural drawings which will offer a detailed and thorough layout of an expanded and improved office space, including an approximate 1,600 square foot addition.

The goal of this project is to provide the SLRD Administration with a design concept for an expanded and improved office Facility. The Facility must be technologically modern, highly functional and aesthetically pleasing while also maintaining the sense of rustic charm that Pemberton is famous for. Factors concerning practical maintenance schedules and cost effectiveness are also desirable. SLRD staff has conceived multiple options for the location and layout of the addition, and the SLRD is seeking the expertise of the Proponent to develop the most effective site and design.

The 1350 Aster Street building was originally built in the mid-20th century for civic use. The building was expanded in 1983 and the SLRD moved into the upper floor at that time. The building was expanded again in 1994 with the addition of an annex off the second floor of the building’s south side. The SLRD shares the building with the Village of Pemberton Fire-hall, and the most recent addition to the building was an additional fire truck bay added to the east side of the building in 2003. The building is located within the Village of Pemberton and is currently owned 72% by the Village of Pemberton and 28% by the SLRD.

The current renovation and expansion project has completed previous phases of Risk Assessment and Project Planning as part of the revitalization. A structural analysis of the building was completed in the spring of 2015 as a part of the initial Risk Assessment process. A preliminary Options Report was completed in the spring of 2016 as a part of the Project Planning, with direction given to pursue a 1,600 square foot addition off of the second floor for the creation of up to 9 additional offices, in tandem with renovations and improvements to the existing office space. As such, the SLRD is at a point where detailed architectural design is warranted.

3.2 TERMS OF REFERENCE

- The SLRD desires to retain an experienced architectural firm or licensee registered in British Columbia (i.e. Architect AIBC) to develop presentation, schematic and working drawings and specifications in order to inform the SLRD Board and staff on the appropriate scope of the project and the most effective direction to move forward with. Preference will be given to firms or professionals that can provide both interior office design services as well as exterior architectural design services.

-
- The SLRD requires the successful Proponent to assist the SLRD in presenting the design concept to the Regional District senior management team, and the Regional Board. The SLRD anticipates a minimum of two (2) meetings will be required.
 - A design concept involving seismic and/or post disaster status upgrading of the existing building is not required for the project.

3.3 SCOPE OF SERVICES

In general terms the Proponent will provide the following architectural services:

Pre-design

- Meet with SLRD staff to confirm the design of functional and spatial program requirements;
- Visit the site to establish the existing physical parameters of the building and building systems related to the proposed scope of work. Confirm critical dimensions relevant to the scope of work. Please note that the SLRD will provide copies of all the available drawings of the building and the site. The SLRD has basic schematic floor plan AutoCAD drawings of the building. The SLRD does not warrant the accuracy of the drawings;
- Review and apply requirements of relevant building and fire codes and local government development, zoning and building bylaws;
- Participate in a minimum of one (1) Regional Board meetings, if necessary. Provide graphical presentation materials as required.

Schematic Design

- Prepare the design in accordance with all applicable regulations, codes and standards;
- Review code requirements with the SLRD staff and the Village of Pemberton Operations and Development Services Department;
- Explore and incorporate environmentally sustainable building products and efficient mechanical, electrical, and building systems into the design, if it is determined to be cost effective for its intended purpose;
- Develop the design concept and present to the SLRD for review;
- Record all decisions and reasons leading to the final design;
- Present the selected design concept to the SLRD's senior management team. Revise the design concept as may be required and resubmit for final approval;
- Assist SLRD staff in a presentation to the SLRD Board, including a demonstration of the final design and schematic drawings;

Design Development

- Develop the detailed design for the selected design concept;
- Prepare a detailed design level cost analysis for the selected design;
- Specify an hourly rate for additional design requirements that may arise.

4 IMPORTANT CONSIDERATIONS

4.1 PROJECT TIMING

The SLRD intends to choose a successful Proponent no later than October 26, 2016. This component of the overall project, being the schematic and detailed design, must be completed by December 20, 2016 in order to prepare for the next phases of the project, anticipated to begin in early 2017.

The SLRD proposes the following schedule:

- Mid-Late October 2016 - retain services of the Proponent and any sub-consultants/contractors, as required.
- October-December 2016 – Finalize Design Options and Present to Regional Board

4.2 AVAILABLE MATERIALS

The SLRD can provide some site assessment, survey information and assessment reports for structural, mechanical, and electrical systems and the presence of hazardous materials. The SLRD does not guarantee or warrant the accuracy or completeness of this information. It is the responsibility of each Proponent to ascertain the conditions of the building and to develop their designs based on their onsite observations and data collection.

4.3 PROPONENT INFORMATION

Proposals should include a summary of the Proponent's skills, qualifications and ability to deliver on the identified objectives in Section 3. The Proponent should be able to demonstrate the following skills:

- Experience designing professional or commercial office spaces;
- Ability to work within a set budget;
- Understanding of challenges with small communities with limited resources;
- Creative and dynamic approach to the process;
- Public relation and community engagement experience.

4.4 REFERENCES AND PROFESSIONAL RESPONSIBILITY

Proponents will submit evidence of previous successful performance in comparable work, including the name of the project, scheduled and actual completion date, key individuals involved, client references, and original budget, final cost and claims settled and/or outstanding.

5 BUDGET AND FEE STRUCTURE

5.1 COSTS BREAKDOWN

A financial Proposal detailing all costs/commissions, terms and schedule of payments, is to be included with the Proposal submission. The financial Proposal is to include a scope of work with pricing based on hourly rates and separated into the following components:

- a) Pre-design options
- b) Schematic design
- c) Design Development
- d) Travel Time/ Disbursements
- e) Office/staff expenses
- f) Taxes

The Proponent must specify in the Proposal the fees required to satisfy all terms referenced in section 3, Project Overview & Objectives. Proposal pricing should include an hourly rate to reasonably account for adjustments that may be negotiated or considered necessary or unnecessary to complete the services or requirement of a Contract. If applicable, an outline should be provided addressing any value-added concepts such as Sustainable Building, or partnerships.

5.2 TERMS OF PAYMENT

The Proponent must specify in the Proposal the terms of payment required for the duration of the project.

5.3 FINANCIAL COMPLIANCE

The Proponent's financial Proposal must be in accordance with all provincial and local government laws and regulations, as well as Squamish-Lillooet Regional District Policies to be provided.

6 PROPOSAL REQUIREMENTS

All Proposals should include, but are not necessarily limited to, the following information:

- a) Timeline and Milestones
- b) Project Objectives (section 3)

- c) Proponent Information (section 4)
- d) Budget and Fees (section 5)

7 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.

- a) Title Page, including Request for Proposal title, Proponent's name, address, phone number, email address and contract representative;
- b) One page Letter of Introduction, identifying the Proponent, the size of the firm and location of the office from which the work will be conducted, to be 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) The body of the Proposal, including pricing (i.e. the Proponent's "response" to the RFP);
- d) Any additional information that a Proponent may choose to provide.

8 DOCUMENTS

The successful Proponent will be required to provide the SLRD with all documents related to the project in electronic format and/or in hard copy.

9 EVALUATION OF PROPOSALS

Evaluation of Proposals will be by SLRD staff, in consultation with others as may be required (please refer to item 6. on page 3). Proposals will be evaluated based on the following criteria to determine best overall value to the SLRD:

- All deliverables presented;
- Fee Proposal for total fee, rates, charges, and taxes;
- History of successful project completion and general reputation in the industry including similar project experience;
- Quality and completeness of Proposal submission within determined time, including familiarity and understanding of the project;

The evaluation criteria may be applied on a comparative basis vis-à-vis each Proposal and the objectives of the project. No totals, weights or scores will be provided to any other Proponent. SLRD staff may, at their discretion, request clarifications or additional information from a Proponent with respect to any Proposal, make such requests to only selected Proponents and consider such clarifications or additional information in evaluating a Proposal.

10 APPENDICES

- SCHEDULE “A” - Letter of Acknowledgment
- SCHEDULE “B” - Conceptual Floor Plan and Site Diagram
- SCHEDULE “C” – Consulting Services Agreement (Draft)

SCHEDULE “A” - ACKNOWLEDGEMENT LETTER

The undersigned will be sent any amendments or addenda regarding the Squamish-Lillooet Regional District Office Space Expansion and Renovation – Design Services Request for Proposals.

Signature

Company Name

Name(please print)

Address

Title

City

Phone Number

Fax Number

Date

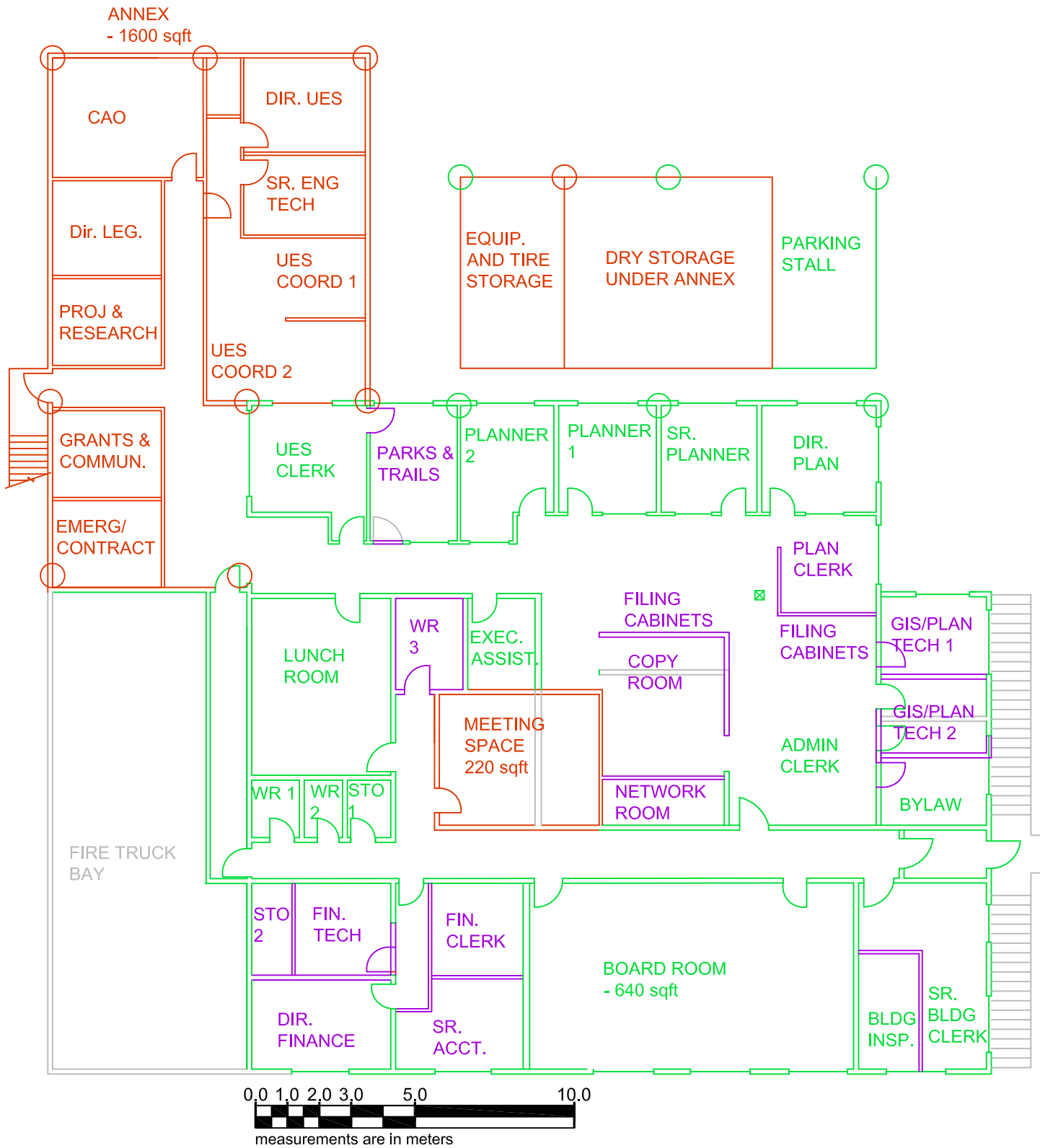
E-Mail Address

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

Return immediately to:
Graham Haywood, Project and Research Coordinator
Squamish-Lillooet Regional District
P.O. Box 219, 1350 Aster Street
Pemberton, BC, V0N 2L0
ghaywood@slrd.bc.ca
Fax: 604-894-6526

SCHEDULE B – Conceptual Floor Plan & Site Diagram (July 2016)

"Schedule B"



Conceptual Floor Plan Proposed Addition SLRD Office Building

August 24, 2016

"Schedule B"

0.0 5.0 10.0
measurements are in
meters

PARKING
STALL

6.0m

ANNEX approx.
~~1090~~ sqft
1600

Conceptual Site Diagram
Proposed Addition
SLRD Office Building

August 24, 2016

SCHEDULE C – Consulting Services Agreement (Draft)

"Schedule C"

CONSULTING AND DESIGN SERVICES AGREEMENT

THIS AGREEMENT dated for reference _____, 2016 is

BETWEEN:

SQUAMISH-LILLOOET REGIONAL DISTRICT, a regional district duly incorporated under the laws of British Columbia and having an office at 1350 Aster Street, Box 219, Pemberton, BC, V0N 2L0

(the "Regional District")

AND:

_____, an individual OR company having an address at _____

(the "Consultant")

GIVEN THAT the Regional District wishes to engage the Consultant to complete services as described in the Request for Proposals issued by the Regional District on -- 2016 for the Squamish-Lillooet Regional District Office Space Addition and Renovation Project, including site survey and reconnaissance, preparation of base plan through a pre-design process, architectural schematic and working design of a 1,600 square foot addition and interior design for the renovation of the existing office space, permit and code review, attendance at Regional District Board meetings, creation of draft construction documents and/or contracts, preparation of detailed design level cost analysis, and general project administration throughout the design phase, and the Consultant wishes to provide such services to the Regional District in accordance with the terms and conditions of this Agreement;

This Agreement is evidence that in consideration of the promises exchanged below, the Regional District and the Consultant 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 as Schedule "A";
 - (b) "Services" means the acts, services and work described in the Terms of Reference and all acts, services and work necessary to achieve the objectives set out in the Terms of Reference.

Services to be Performed by the Consultant

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

Term

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

Warranty as to Quality of Services

4. The Consultant represents and warrants to the Regional District that:

- (a) the Consultant has the education, training, skill, experience and resources necessary to perform the Services;
- (b) the persons named in the Terms of Reference will complete the Services; and
- (c) 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 the Consultant 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 Consultant for the Services in the amount provided in the Terms of Reference in accordance with this Agreement. For greater clarity, the maximum value of this agreement is \$_____ plus GST as set out in Appendix B fee Summary of the Terms of Reference.

If the Regional District elects to undertake an Optional Item (_____) (as set out in Appendix B Fee Summary of the Terms of Reference), the Consultant agrees to honour the pricing so provided in the Terms of Reference, and the parties will reflect the change to the maximum value of this Agreement via change order signed by both parties.

Invoices

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

Payment by the Regional District

7. The Regional District must, to the extent it is satisfied the fees and disbursements are for Services reasonably and necessarily performed by the Consultant and subject to section 8 and subject to any right of set-off that the Regional District may have, pay the Consultant the fees and

disbursements claimed in the invoice delivered in accordance with section 6, within 30 days after delivery of the invoice to the Regional District.

Termination or Suspension at the Discretion of the Regional District

8. Despite any other section of this Agreement, the Regional District may, in its sole discretion, terminate or suspend all or any part of the Services by giving the Consultant 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 Consultant 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 Consultant 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 Consultant, pay the Consultant the fees and disbursements claimed in such invoice, within 30 days after delivery of such invoice to the Regional District. The Consultant 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 Consultant notice of termination, immediately terminate all or any part of the Services, if the Consultant:

- (a) is in breach of this Agreement and within 5 days of receiving notice of such breach from the Regional District, the Consultant 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 Consultant, an assignment is made for the benefit of the Consultant's creditors, or the Consultant 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 Consultant 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 Consultant 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 Consultant must not, during or after the Term, divulge or disclose any secret or confidential information, or any information that the Consultant receives in connection with this Agreement which in good faith or good conservice ought not be disclosed.

Records

11. The Consultant 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 Consultant, 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 Consultant must immediately deliver to the Regional District, without request, all Services-related documents in the Consultant's possession or under its control.

Ownership of Intellectual Property

13. By this section, the Consultant irrevocably grants to the Regional District the unrestricted licence for the Regional District to use all technical information and intellectual property, including inventions, plans and documents conceived or developed, or first actually reduced to practice, in performing the Services. The Consultant agrees that the licence granted by this section includes the right for the Regional District, at any time, to adapt, use and modify all such technical information and intellectual property for the Regional District's uses, including but not limited to, for record and maintenance purposes and for any future renovation, repair modification and extension work undertaken, in addition to the uses set out above.

Agreement for Services

14. This is an Agreement for the performance of services and the Consultant 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 Consultant nor any of its employees, contractors and representatives is engaged by the Regional District as an employee or agent of the Regional District. The Consultant 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 Consultant has no authority to represent or bind the Regional District in any way.

Conflict of Interest

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

Assignment of Agreement/Subcontracting of Services

16. The Consultant 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, and such consent may be unreasonably withheld. The Regional District may refuse its consent if, among other reasons, it is not satisfied that the proposed assignee or proposed subcontractor, as the case may be, has the education, training, skill, experience or corporate resources necessary to perform the Services. Any assignment or subcontract duly consented to by the Regional District does not relieve the Contractor from any obligation or liability under this Agreement or impose any liability upon the Regional District.

Time of the Essence

17. Time is of the essence of this Agreement.

Release and Indemnification

18. Except to the extent arising out of the negligent acts or omissions of the Regional District and its directors, officers, employees, agents, successors and assigns, as determined by a court of competent jurisdiction, the Consultant shall release, indemnify and save harmless the Regional District and its directors, officers, employees, agents, successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever

(including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Consultant, its employees, agents, subcontractors or assigns in the performance of the Services herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive the expiry or termination of this Agreement.

19. The indemnity provided in section 18 by the Consultant to the Regional District will not in any way be limited or restricted by the insurance set out in section 21 or by limitations on the amount or type of damages, compensation or benefits payable under the *Workers' Compensation Act* or any other similar statute.

20. The indemnity provided in section 18 by the Consultant to the Regional District will survive notwithstanding the completion of all Services and the obligations and duties under this Agreement and the termination for any reason whatsoever of this Agreement.

Insurance Requirements

21. The Consultant shall obtain and maintain

- (a) professional liability insurance throughout the Term and for the applicable statute of limitations period relevant to claims asserted by the Regional District in an amount not less than \$2,000,000 in respect of each claim or occurrence and in the aggregate; and
- (b) commercial general liability insurance throughout the Term and for the applicable statute of limitations period relevant to claims asserted by the Regional District 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 \$5,000,000 in the aggregate and shall meet the following responsibilities:
 - (i) name the Regional District as additional insured;
 - (ii) include that the Regional District is protected notwithstanding any act, neglect or misrepresentation by the Consultant which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
 - (iii) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
 - (iv) be primary and non-contributing with respect to any policies carried by the Regional District and will provide that any coverage carried by the Regional District is in excess coverage;

- (v) not be cancelled or materially changed without the insurer providing the Regional District with 30 days written notice stating when such cancellation or change is to be effective;
- (vi) include a deductible not greater than \$5,000 per occurrence;
- (vii) include a cross liability clause; and
- (viii) be on other reasonable terms acceptable to the Regional District.

The Consultant shall provide the Regional District with certificates of insurance confirming the placement and maintenance of such insurance at the signing of the Agreement and thereafter as requested to do so from time to time by the Regional District. If the Consultant's insurance shall expire or terminate before the end of the Term, the Consultant 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.

WorkSafeBC

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

Severability

23. 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

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

To the Regional District:

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

Attention:

To the Consultant:

Fax Number: _____

E-mail Address: _____

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

Interpretation and Governing Law

25. 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.

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

Binding on Successors

27. 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

28. 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

29. 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.

Counterparts

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

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

**SQUAMISH-LILLOOET REGIONAL
DISTRICT** by its authorized signatory:

Lynda Flynn, Chief Administrative Officer

Date

Name of Consultant

Schedule “A”
TERMS OF REFERENCE

Services

DRAFT