



REQUEST FOR PROPOSALS

RFP2021-001

Subdivision and Development Servicing Bylaw Review & Update

Issue Date: May 4, 2021

Two (2) complete printed copies and one (1) electronic complete copy of a Proposal in an envelope plainly marked "RFP2021-001 Subdivision and Development Servicing Bylaw Review & Update" may be hand delivered, couriered or mailed and must be received prior to the Closing Date and Time. Fax or e-mailed copies will not be accepted.

RFP Closing Time: 2:00 pm local time

RFP Closing Date: Friday May 28, 2021

**Delivered to: District of Lillooet
PO Box 610
615 Main Street
Lillooet, BC V0K 1V0**

Proposals will not be opened in public.

It is the sole responsibility of the Proponent to check the District's website at www.lillooet.ca for any updated information and addendum issued before the closing Date and Time. The District's website is the only authorized website to obtain competitive bid documents for the District of Lillooet opportunities. The District of Lillooet shall not be held responsible for our competitive bid documents that are located on any other website.

TABLE OF CONTENTS

1.0	PROJECT OVERVIEW	3
2.0	DEFINITIONS.....	3
3.0	CONTENT OF PROPOSAL.....	4
4.0	INSTRUCTIONS TO PROPONENTS	5
5.0	REQUEST FOR PROPOSALS (RFP) PROCESS	6
6.0	PRE-RFP INFORMATION & EVALUATION	7
7.0	PROPOSAL PREPARATION	11
8.0	ADDITIONAL TERMS	12
9.0	CONDITIONS.....	14
10.0	CONTRACTOR’S OBLIGATIONS	15
11.0	INSURANCE PROTECTION AND DAMAGE.....	16
	SCHEDULE A - PROJECT DETAILS	19
	SCHEDULE B – PROPOSAL SUBMISSION FORM	22
	SCHEDULE C - DRAFT SAMPLE CONTRACT	24

2.0 PROJECT OVERVIEW

The District of Lillooet is seeking proposals from qualified individuals or firms to review and update the Subdivision and Development Servicing Bylaw. An evaluation of the existing document should result in a report created recommending items for exclusion, inclusion, best practices, innovative standards and recommended format. Through consultation the District anticipates that a new bylaw will be prepared as part of this project to replace the current bylaw.

To be considered for this project, proponents must propose an appropriate team of planners and engineers, present a methodology for completing the work, and demonstrate suitable knowledge and relevant historical experience. The Successful Proponent will have specific knowledge of the BC Local Government Act, BC Community Charter, municipal zoning regulations, and municipal subdivision and development servicing regulations. The District anticipates that a new bylaw will be prepared as part of this project to replace the current bylaw. This Request for Proposal (RFP) describes the services sought by the District of Lillooet, the Proposal requirements, and sets out the District's RFP process, evaluation and selection process.

3.0 DEFINITIONS

- a. **"Best Value"** mean the highest total ranked score of evaluation criteria and closest alignment with project goals as determined by the District.
- b. **"Closing Date and Time"** means Friday May 28, 2021 at 2:00 p.m. (PT).
- c. **"CAO"** mean the Chief Administrative Officer of the District of Lillooet.
- d. **"Contract"** means a written agreement between the District of Lillooet and the Successful Proponent resulting from this RFP.
- e. **"Contractor"** means the Successful Proponent who is a party to the Contract.
- f. **"District"** means the District of Lillooet.
- g. **"must", "mandatory", or "required"** means a requirement that must be met in order for a Proposal to receive consideration.
- h. **"Office"** means District of Lillooet
PO Box 610, 615 Main Street
Lillooet BC, V0K 1V0
- i. **"Project"** means the Lillooet Subdivision and Development Servicing Bylaw review and update.
- j. **"Project Manager"** means the Director of Public Works & Utilities.
- k. **"Proponent"** means a party submitting a Proposal to this RFP.
- l. **"Proposal"** shall mean the Proponent's submission to the RFP.
- m. **"Proposal Review Committee"** means the team of qualified staff appointed by the CAO to review and assess Proposals.
- n. **"Request for Proposal" or "RFP"** includes the documents listed in the index and any modifications thereof or additions thereto incorporated by addenda before the Closing date and Time.

- o. **“should”** or **“desirable”** means a requirement having a significant degree of importance to the objectives of the RFP.
- p. **“Subcontractor”** means an individual or firm engaged by a Contractor to provide services related to the Contract.
- q. **“Successful Proponent”** means the Proponent submitting the RFP with the Best Value as determined by the District.
- r. **“Work”** or **“Services”** means the tasks and deliverables the Successful Proponent agrees to provide in the Contract.

4.0 CONTENT OF PROPOSAL

Two (2) complete original printed copies and one (1) complete electronic copy in PDF format must be submitted. The following documents must be included in the submission:

a. Proposal Submission Form (signed and dated)

Proposal must include a completed, signed and dated Proposal Submission Form. A copy of this form is included in Schedule ‘B’.

b. Proponent Profile

Proposals should include a description of the firm’s capabilities and background that makes it well suited to this project. The profile will also include:

- the manager who the Proponent has appointed to lead the Proponent’s project team and who will be the main contact for the District; and,
- the professional designation, responsibilities, qualifications, and relevant experience of each of the Proponent’s project team members.

c. Approach and Methodology

Proposals should include a detailed work plan outlining all relevant tasks along with the personnel, estimated hours, hourly rates and total estimated costs for each task as well as:

- detailed breakdown of anticipated disbursements including, but not limited to, vehicle costs, mileage, travel, meals, lodging, and administrative support;
- a detailed outline clearly describing the methodology anticipated to complete this consulting assignment; and,
- a list of all relevant tasks, meetings, milestones, and deliverables required to complete this consulting assignment.

It is the expectation of the District that proposals will include a detailed “Approach and Methodology” section which clearly outlines the approach that the Successful Proponent will plan to take to complete the Project.

d. Fee

Proposals must include fees as listed in Section 3.0(c) and a list of any additional fees for services included in the Proponent's proposal that are not required in the Scope of Services;

- GST shall not be included in the Contract Fee. GST will be added to the Contract Fee at the time of payment by the District. All other applicable taxes are to be included in the Contract Fee; and,
- Proposals should include a total fee amount as well as a rate per hour for additional consulting services upon request. Proposals should include a total fee amount that identifies expenses associated with the proposal, including, but not limited to, consulting, reporting, presentations, community and stakeholder consultation, travel and ancillary expenses.

e. References

Proposals must include three (3) references who the Proponent has done similar work for.

f. Value Added

Proposals may include ideas beyond the scope of the RFP that provide added benefit to the District. Additional ideas should result in more comprehensive findings, leading to more actionable and effective recommendations. Rates for any value added items outside of the RFP scope of work should be included.

5.0 INSTRUCTIONS TO PROPONENTS

5.1 APPLICABLE LAWS

The law applicable to this RFP shall be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of BC.

In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications, and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Works, the more restrictive shall apply. All references in the RFP to statutes and regulations thereto and District bylaws shall be deemed to be the most recent amendments thereto or replacements thereof.

5.2 COPYRIGHT

All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the District, shall remain the property of the District.

5.3 INCONSISTENCY BETWEEN PROVISIONS

In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) addenda; (2) RFP; (3) Executed Form of RFP; (4) all other documents.

5.4 HEADINGS

Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.

5.5 PAYMENT

Method of payment is governed by District policy as well as applicable federal and provincial law.

5.6 ENTIRE AGREEMENT

The RFP, accepted submission, and District Contract represent the entire agreement between the District and the Contractor and supersede all prior negotiations, representations or agreements either written or oral. The Contract may be amended only by written instrument agreed and executed by the Contractor and the District.

6.0 REQUEST FOR PROPOSALS (RFP) PROCESS

6.1 NOT A TENDER CALL

This RFP is not a tender call, and the submission of any response to the RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the District.

6.2 NO OBLIGATION TO PROCEED

Though the District fully intends at this time to proceed through the RFP, the District is under no obligation to proceed. The receipt by the District of any information (including any submissions, ideas, plans, drawing, models or other materials communicated or exhibited by any intended Proponent or on its behalf), shall not impose any obligations on the District. There is no guarantee by the District, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the District.

6.3 ADDENDA AND SUBSEQUENT INFORMATION

Proponents are advised that all subsequent information regarding this RFP including any addendum will be posted on the District's website (www.lillooet.ca). Addenda may be issued up to 48 hours prior to the Closing Date and Time. After this time, the RFP will be considered complete and no further addenda will be issued.

6.4 ELIGIBILITY

Proposals will not be evaluated if the Proponent's current or past corporate or other interest may, in the District's opinion, give rise to a conflict of interest in connection with the RFP.

6.5 CONFLICT OF INTEREST

Any potential or perceived conflict of interest must be disclosed to the District in writing together with the proposal documents. Any conflict of interest identified will be considered and evaluated by the District. The District has the sole discretion to take the steps they deem necessary to resolve the conflict. If during the term of the Contract, a conflict or risk of conflict of interest arises, the Proponent will notify the District immediately, in writing, of that conflict or risk and take any steps that the District reasonably requires to resolve the conflict.

7.0 PRE-RFP INFORMATION & EVALUATION

7.1 COST OF PREPARATION

Any cost incurred by the Proponent in the preparation of this Proposal will be borne solely by the Proponent.

7.2 INTENTION OF THE DISTRICT

The Proponent that submits to the District the Proposal that best represents the interests of the District may be awarded the Contract. The District reserves the right to accept or reject all or part of the RFP, however, the District is not precluded from negotiating with the Successful Proponent to modify its Proposal to best suit the needs of the District.

7.3 REJECTION OF PROPOSALS

The District reserves the right to reject, at the District's sole discretion, any or all Proposals, without limiting the foregoing, any Proposal which:

- a. is incomplete, obscure, irregular or unrealistic;
- b. has non-authorized (not initialled) erasures or corrections in the Proposal or any schedule thereto;
- c. omits or fails to include any one or more items in the Proposal for which a price is required by the RFP;
- d. fails to complete the information required by the RFP to be furnished with a Proposal; and /or,
- e. fails to complete the information required whether the same purports to be completed or not.

Further, a Proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and compliance with Federal, Provincial, and/or Municipal legislation. As it is the purpose of the District to obtain a Proposal most suitable to its interests and what it wishes to accomplish, the District has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed to provide the Best Value to the District.

7.4 EVALUATION CRITERIA

Proposals will be checked against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. If all submissions do not meet the District's

mandatory criteria, it shall remain the District’s sole discretion to evaluate submissions and reject all or award to the Proponent with the highest overall ranking.

MANDATORY CRITERIA
<ul style="list-style-type: none"> • Proposals received by Closing Date and Time (two printed copies & one PDF electronic) in a sealed envelope consisting of components outlined in Section 3. • Proposal Submission Form – signed and dated • Proponent Profile, Approach/Methodology, Fee, & References

SCORED EVALUATION CRITERIA
Proposals meeting the mandatory requirements will be further evaluated based on predetermined criteria and weighting as detailed below:
EXPERIENCE/PROJECT TEAM AND REFERENCES – 40%
<ul style="list-style-type: none"> • Experience and education of the Project Team as it relates to the work outlined in the RFP. • Experience (type and number of similar projects) of the firm. • References – comments from clients utilizing the Proponent’s services for similar projects.
APPROACH AND METHODOLOGY – 20%
<ul style="list-style-type: none"> • The approach and philosophy applied to complete the Services as outlined in the RFP. • Demonstrated clear understanding of the scope of work, identification of key issues and initiatives.
BUDGET & FEE – 35%
<ul style="list-style-type: none"> • Value for proposed services • Explanation/breakdown of proposed budget
PROJECT SCHEDULE – 5%
<ul style="list-style-type: none"> • A detailed Schedule of the proposed start and end date of the Project.

Following evaluation, a short list may be developed and shortlisted Proponents may be invited to make a presentation on their Proposal to the District representatives before a final selection is made.

7.5 EVALUATION COMMITTEE

Evaluation of Proposals may be made by an Evaluation Committee formed by the District.

Upon submitting a Proposal, Proponents agree that the District may disclose their company name; however, no prices, scores, weights or totals will be provided to any Proponents.

Awards will be made based on the Best Value offered, and the Best Value will be determined by the District. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses, and references shall all be taken into consideration.

7.6 CONFIDENTIALITY OF PROPOSALS

The District will endeavour to keep all Proposals confidential. The material contained in the Proposal from the Successful Proponent will be incorporated in a Contract and information which is considered sensitive and/or proprietary shall be identified as such by the Proponent. Technical or commercial information included in the District Contract shall not be released if the District deems such releases inappropriate, subject to the *Freedom of Information and Protection of Privacy Act*.

7.7 CONFIDENTIALITY OF DISTRICT'S INFORMATION

All Proponents and any other persons who, through this RFP process, gains access to the District's confidential financial information, are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans learned through this RFP process. This requirement will continue with respect to such information learned by the Successful Proponent, if any, over the course of any contract for service which arises out this RFP process. Information pertaining to the District obtained by the Proponent as a result of participation in this process is confidential and must not be disclosed without written authorization of the District.

7.8 CLARIFICATION

The District reserves the right to seek Proposal clarification with the Proponents to assist in making evaluations.

The District reserves the right to:

- consider and analyze Proposal submissions;
- reject any Proposal it considers not in its best interest;
- to meet with the Proponents, either individually or collectively, to discuss the RFP and their submissions;
- after identifying the preferred Proponent, to negotiate any changes, amendments or modifications with the preferred Proponent, without offering the other Proponents the right to amend their Proposals;
- to cancel the RFP at any time without incurring liability to any Proponent;
- to reject any or all Proposals;
- to accept any Proposal whether complete or not;
- not to accept the Proposal with the lowest fee;
- to alter any aspects of the RFP in its sole discretion.

It is the nature of the RFP process that the RFP and/or the Proposal in response to the RFP will not constitute a binding Contract, but will only form the basis for the Contract, and does not mean that the Proposal is necessarily acceptable in the form submitted.

7.9 ACCEPTANCE OF PROPOSAL

The District shall not be obligated in any manner to any Proponent whatsoever until a Contract has been duly executed relating to an approved Proposal. No act of the District other than written notice

signed by the District's Corporate Officer shall constitute an acceptance of a Proposal. Such acceptance shall bind the Successful Proponent to execute in a manner satisfactory to the District.

7.10 NEGOTIATION DELAY

If a written Contract cannot be negotiated within 30 days of notification to the Successful Proponent, the 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 terminate the RFP process and not enter into a Contract with any of the Proponents.

7.11 INQUIRIES AND CONTACT DURING THE RFP PROCESS

General inquiries related to this RFP are to be directed to:

Kevin Taylor – Director of Corporate & Development Services
District of Lillooet
PO Box 610
615 Main Street
Lillooet, BC V0K 1V0
ktaylor@lillooet.ca
phone: (250) 256-4289

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having any doubts as to the meaning or intent of any provision should immediately notify the above-noted project contact.

If there are any changes, additions, deletions to the Proposal scope, conditions or Closing Date and Time, an Addendum issued by the District will be posted on the District website (www.lillooet.ca). All Addenda are to become part of the Proposal documents. Verbal discussion with District staff shall not become part of the RFP or modify the RFP unless confirmed by written Addendum.

Proponents may also request specific information related to this project; the District retains the right to determine whether the information is relevant and suitable for release.

Inquiries and responses will be recorded and may be distributed to all Proponents at the District's option. Questions will not be accepted or answered within 48 hours of the Closing Date and Time.

7.12 SUBMITTAL DEADLINE AND INSTRUCTIONS

Delivery of Proposals to the District of Lillooet Office prior to the Closing Date and Time is solely and strictly the responsibility of the Proponent. The District shall not, under any circumstances, be responsible for delays caused by any delivery service, or for delays caused by any other occurrence.

All Proposals must be manually and duly signed by an authorized corporate officer or principal(s) of the organization with the authority to bind said Proponent.

Proposals must be received at the Office the Closing Date and Time.

Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the RFP project title.

7.13 AMENDMENTS TO PROPOSALS

A Proponent may amend or revoke a Proposal by giving written notice to the District, delivered by hand, mail, or e-mail to the Office. An amendment that is received after the Closing Date and Time will not be considered and shall not affect a Proposal, as submitted. An amendment or revocation must be signed by an authorized signatory of the Proponent.

The District reserves the right to disqualify a Proponent if, in the opinion of the CAO, an amendment expressly, or by inference, discloses the Proponent's fees or other material element of the Proposal such that the confidentiality of the Proposal may have been breached.

If a Proposal amendment or revocation is sent by email, the Proponent assumes the entire risk that the District will properly receive the email before the Closing Date and Time. The District shall not be liable to any Proponent for any reason an email is not properly received.

8.0 PROPOSAL PREPARATION

8.1 CHANGES TO PROPOSAL WORDING

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

8.2 IRREVOCABILITY OF PROPOSALS

By submission of a clear and detailed written notice, the Proponent may withdraw its Proposal prior to the Closing Date and Time. After the Closing Date and Time, all Proposals become irrevocable. By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the District.

8.3 PROPONENT'S EXPENSE

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the District, if any. If the District elects to reject all Proposals, the 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 matter whatsoever.

8.4 LIMITATION OF DAMAGES

The Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, relating to the RFP 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 to a maximum of \$250. The Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

8.5 FIRM PRICING

Proposals must be firm for at least 90 days after the RFP Closing Date. Prices will be firm for the **entire period of the Contract.**

8.6 CURRENCY AND TAXES

Prices quoted are to be in Canadian dollars and excluding GST.

Proponents acknowledge that, if it is a non-resident company, payments to the Proponent, as a non-resident, may be subject to withholding taxes under the Income Tax Act (Canada). Further, unless the Proponent, as a non-resident, provides the District with an official letter from Canadian Customs and Revenue Agency waiving the withholding requirements, the District will withhold the taxes it determines are required under the Income Tax Act (Canada).

9.0 ADDITIONAL TERMS

9.1 SUB-CONTRACTING

- a. Using a Subcontractor (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by two (2) Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the two (2) product or service lines and this must be defined in the Proposal.
- b. A Subcontractor individual or firm, whose current or past corporate or other interests may, in the District's opinion, give rise to a conflict of interest in connection with this project will be subject to the terms set out in Section 5.5 of this RFP. This includes, but is not limited to, any firm or individual involved in the preparation of this Proposal.
- c. Any Sub-contracting of the service to any firm or individual after the award of a Contract must have prior written approval by the District.

9.2 LIABILITY FOR ERRORS

While the District has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The

information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

9.3 AGREEMENT WITH TERMS

By submitting a Proposal, the Proponent agrees to all the terms and conditions of this RFP. Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the Proposal.

9.5 USE OF REQUEST FOR PROPOSALS

This document, or any portion thereof, may not be used for any purpose other than the submission of Proposals.

9.6 DISTRICT REPRESENTATIVE

A District representative will be assigned by the District to oversee the compliance of the Proposal awarded to the Contractor. In addition, the Contractor will be expected to name a counterpart Project lead.

9.7 PAYMENT HOLDBACK

The Contract may contain a provision whereby the District will hold back a portion of the total Contract price until the requirements of the RFP have been met.

9.8 SOFTWARE

It is the Contractor's responsibility to ensure that the District has all licenses required to use any software that may be supplied by the Contractor pursuant to the Contract.

9.9 ARBITRATION

All disputes arising out of or in connection with the Contract must, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the Commercial Arbitration Act.

10.0 CONDITIONS

- a. A qualified Proposal is one which meets the needs and specifications of the District in accordance with the terms and conditions contained in the RFP. The preferred Proposal is a qualified Proposal offering the Best Value, as determined by the District.
- b. The District will decide whether a Proposal is qualified by evaluating all of the Proposals based on the needs of the District, specifications, terms and conditions and price. The District Evaluation Committee will examine all Proposals and recommend which Proposal provides the Best Value to the District.
- c. A Proposal which is unqualified is one that does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of the District. The District reserves the right to reject any or all unqualified Proposals.
- d. The District reserves the right to cancel this RFP at any time.
- e. The District recognizes that Best Value is the essential part of purchasing a product and/or service and therefore the District may prefer a Proposal with a higher price, if it offers greater value and better serves the District's interests, as determined by the District, over a Proposal with a low price. The District's decision shall be final.

- f. The District reserves the right to negotiate with a preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the District.
- g. All equipment, goods and workmanship must conform to all Laws and Standards necessary for use in Canada and the Province of British Columbia.
- h. Where only one Proposal is received, the District reserves the right not to make public the amount of the Proposal. The amount of the Proposal will be made public if a contract is awarded. The District reserves the right to accept or reject a Proposal, where only one Proposal is received.
- i. The District reserves the right in its sole discretion to accept or reject all or part of any Proposal which is non-compliant with the requirements of this RFP.
- j. The District shall not be obligated either to accept or reject any non-compliance with the requirements of this RFP.
- k. Cancellation Clause: The District reserves the right to cancel the Contract for goods and/or services as outlined in this RFP, at any time, by providing 10 days written notice to the Contractor.

11.0 CONTRACTOR'S OBLIGATIONS

11.1 REGISTRATION WITH WORKSAFE BC (WCB)

The Contract may contain a provision that the Contractor and any approved Subcontractors must be registered with WorkSafe BC (WCB), in which case WorkSafe BC (WCB) coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the Contractor may be required to submit a WorkSafe BC (WCB) Clearance Letter indicating that all WorkSafe BC (WCB) assessments have been paid.

The Contractor shall ensure compliance on their part with the Workers' Compensation Act and any regulations there under, especially provisions of said Act or of regulations under said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions, including proper sanitation and ventilation.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Contractor in respect of his operations under this Contract, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or regulations there under or because said Board is of the

opinion that conditions of immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the District on twenty-four (24) hours written notice to the Contractor, may terminate the Contract.

11.2 GOVERNING REGULATIONS

The Contractor shall apply and pay for all necessary permits or licences required for the execution of the Work (and shall include the obtaining of permanent easements or rights of servitude). The Contractor shall give all necessary notices, pay for all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health. The Contractor shall be responsible for the safety of all workers and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and local authorities governing safety.

12.0 INSURANCE PROTECTION AND DAMAGE

12.1 GENERAL INSURANCE

The contractor shall procure and maintain, at its own expense and cost, the insurance policies listed in Section 11.2, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the Work or Services, the District advises in writing that it has determined that the exposure to liability justifies less limits.

12.2 INSURANCE

As a minimum, the Contractor shall, without limiting its obligations or liabilities under any other contract with the District, procure and maintain, at its own expense and cost, the following insurance policies:

Commercial General Liability Insurance

Providing for an inclusive limit of not less than \$2,000,000 for each occurrence or accident, and \$5,000,000 in the aggregate; providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Work or Services or any operations carried on in connection with this Contract; including coverage for Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.

Cross Liability Coverage

Coverage must include a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.

Coverage must remain in force for the life of the Project and for a minimum of 12 months after substantial completion.

Professional Errors and Omissions Insurance

Coverage in the amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and must remain in force for the life of the Project and for 12 months after substantial completion.

Automobile Liability Insurance

Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Contractor directly or indirectly in the performance of the Work or Services. The Limit of Liability shall not be less than \$5,000,000 inclusive, for loss or damage including bodily injury, death or third-party property damage resulting from any one accident or occurrence.

12.3 THE DISTRICT NAMED AS ADDITIONAL INSURED

The Commercial General Liability policy shall provide that the District is named as an Additional Insured thereunder and that said policy will be primary without any right of contribution from any insurance otherwise maintained by the District, with respect to claims arising out of the operations of the Contractor in any way related to the performance of the Works or Services.

12.4 CONTRACTOR'S SUBCONTRACTORS

The Contractor shall require each of its Subcontractors to provide comparable insurance to that set forth under Section 11.2 above.

12.5 CERTIFICATES OF INSURANCE

The Contractor agrees to submit Certificates of Insurance, for itself and for all of its Subcontractors to the District prior to commencing the Work or providing the Services. Such Certificates shall provide that 30 days' written notice shall be given to the District prior to any cancellations of any such policy or policies. The Contractor agrees to notify the District of any material changes to such policy or policies.

12.6 OTHER INSURANCE

After reviewing the Contractor's Certificates of Insurance, the District may require other insurance or alterations to any applicable insurance policies in force during the period of this Contract and will give notifications of such requirement.

12.7 ADDITIONAL INSURANCE

The Contractor may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the District. The Contractor shall ensure that all of its Subcontractors are informed of and comply with the District's requirements.

12.8 INSURANCE COMPANIES

All insurance, which the Contractor is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia.

12.9 FAILURE TO PROVIDE

If the Contractor fails to do all or anything which is required of it with regard to insurance, the District may do all that is necessary to effect and maintain such insurance, and any monies expended by the District shall be repayable by and recovered from the Contractor. The Contractor expressly authorizes the District to deduct from any monies owing the Contractor, any monies owing by the Contractor to the District.

12.10 NON-PAYMENT OF LOSSES

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor or any Subcontractor shall not be held to waive or release the Contractor or Subcontractor from any of the provisions of the insurance requirements or this Contract, with respect to the liability of the Contractor. Any insurance deductible maintained by the Contractor or any Subcontractor under any of the insurance policies is solely for their account and any such amount incurred by the District will be recovered from the Contractor.

12.11 INDEMNITY

The Contractor shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the District, its elected officials, officers, employees and managers (collectively the Indemnitees) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Contract, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnitees.

The Contractor shall defend, indemnify and hold harmless the Indemnitees from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnitees.

SCHEDULE A - PROJECT DETAILS

1.0 PURPOSE

The District of Lillooet is seeking proposals from qualified individuals or firms to review and update the Subdivision and Development Servicing Bylaw. An evaluation of the existing document should result in a report created recommending items for exclusion, inclusion, best practices, innovative standards and recommended format. Through consultation the District anticipates that a new bylaw will be prepared as part of this project to replace the current bylaw.

2.0 BACKGROUND

The District of Lillooet is a small municipality of approximately 2200 residents located along the Fraser River in southern British Columbia. With a blend of rural, agricultural and urban living, the District will be looking for a team of professionals who understand and appreciate the District's distinct nature.

3.0 EXPECTED OUTCOMES

The District anticipates a new Subdivision and Development bylaw to be created through this process that is legally up to date, innovative, easy to understand and promotes sustainable subdivision and development in this unique environment.

4.0 SCOPE OF WORK

The Scope of Work shall consist of the supply of all labour and materials required for the initial analysis of the existing bylaw through to development of a final bylaw, including the tasks specified below. These tasks are not necessarily presented in the order in which they must be carried out.

Proponents should specify a proposed schedule of work, including proposed timelines.

The Project will include the following major tasks:

- Review of current bylaw's technical and non-technical sections to identify issues, make recommendations for resolution of the issues, and to confirm regulatory compliance.
- Incorporate as much as reasonable other industry standards and best management practices including MMCD, while respecting the remote nature, climate, and level & sophistication of services of Lillooet.
- Review of low impact, green, and innovative options and solutions and make recommendations for inclusion in bylaw for items including but not limited to drainage and Hillside Development Guidelines.
- Administer and coordinate the bylaw approval process including 1 Council presentation at the draft stage, 1 public open house, 2 stakeholder meetings, and bylaw adoption.
- Review District's draft comments of existing bylaw to date including recommendation for additions and deletions to the Standard Drawing set.
- Preparation of the draft bylaw, which may include preparing a separate document that specifies the minimum design and construction standards.
- Submission of draft bylaw (and any related documents) to the District for review.
- Prepare and coordinate formal PowerPoint presentation, all display materials, and advertisements required for meetings noted above.
- Completion and delivery of final document.

Meetings

The Contractor shall:

- Provide agendas for all meetings two days in advance of the meetings.
- Record meeting minutes, issues, decisions & action items for all meetings and distribute to all in attendance within three days of the meeting.
- The following meeting reviews are anticipated for this project:
 - Project kickoff
 - Existing Bylaw Analysis and Recommendations
 - 50% Completion review
 - 90% Completion review
 - 100% Completion review

Initial Analysis

The existing bylaw analysis and recommendations may be submitted in pdf format and shall include:

- Separate sections for the front end and each of the schedules with recommended changes and pertinent comments from stakeholders in each section.
- Optional layouts for the bylaw and recommendations on preferred layout.
- Recommendations for removal of redundancy to improve readability and reduce the risk of errors.
- Recommendations for additional sections.

Final Bylaw

The existing bylaw analysis and recommendations report shall include:

The final bylaw shall include:

- 1 digital copy of the text portions of the Subdivision and Development Servicing Bylaw in Microsoft Word 2007 or newer (.docx) format,
- 1 digital copy of the drawing portions of the Subdivision and Development Servicing Bylaw in AutoCAD 2014 format,
- 1 digital copy of the entire Subdivision and Development Servicing Bylaw in PDF format with smart links throughout the document to allow direct access to the sections and sub-sections of the Bylaw,
- 5 double-sided bound paper copies of the entire Subdivision and Development Servicing Bylaw,
- 1 single-sided unbound paper copy of the entire Subdivision and Development Servicing Bylaw for reproduction purposes.

5.0 RFP TIMELINES

The anticipated key milestone dates for the RFP are:

RFP closing:	Friday May 28, 2021
Proposal review:	May 31 – June 11, 2021
Contract award:	June 14, 2021

Timeline of submissions, review and presentations related to the project shall be provided by the Proponent in their Proposal.

6.0 ADDITIONAL INFORMATION

It is the District's expectation that the Proponent will develop a comprehensive proposal outlining their proposed methodology including the required components and detailing the included deliverables.

Proponents are required to include a separate section in their Proposal that outlines any services they will be providing that are not included in the Scope of Services but which the Proponent deems necessary to successfully complete this consulting assignment.

Proponents are advised that the following additional documents may be of interest and are available for viewing at the Project Office or on our website (www.lillooet.ca). These additional documents and any additional information made available to Proponents prior to the Closing Date and Time by the District do not form part of the RFP and are not part of the Contract documents. These documents are made available to assist the Proponent in preparing their Proposal. The Proponent must make its own judgement about the relevance, reliability, accuracy, or completeness of this information.

It is the Proponent's responsibility to determine if, as part of their evaluation of this consulting assignment and the preparation of their Proposal, they need to request access to any information not attached to but outlined in the RFP.

The additional documents are:

- Subdivision and Development Servicing Bylaw 2007, No. 286
- Master Drainage Plan
- Water Master Plan 2017
- Integrated Stormwater Management Plan 2009
- Zoning Bylaw 2008, No. 454 (Currently Under Review)
- Official Community Plan Bylaw 2008, No. 320 (Currently Under Review)
- MMCD Design Guidelines 2014
- MMCD Platinum Volume II 2009

SCHEDULE B – PROPOSAL SUBMISSION FORM



RFP2021-00X
Subdivision and Development Servicing Bylaw
Review & Update

Complete and return this Proposal Submission Form
(Proposals will be received on or before 2:00 PM PST on Friday May 28, 2021)

PROPOSAL SUBMISSION INSTRUCTIONS

Two (2) printed original and one (1) electronic copy in PDF format of a Proposal in an envelope plainly marked with the Project title and reference number may be hand delivered, couriered or mailed. Fax or e-mail submissions will NOT be accepted.

All submissions must be received prior to the Closing Date and Time, to:

District of Lillooet
PO Box 610, 615 Main Street
Lillooet, BC V0K 1V0

Submitted by: _____
Company or Consultant name

Address

City

Postal Code

Company Contact Name: _____ Phone #: _____

Company Contact e-mail address: _____

(see over for terms and signature requirements)

The Proponent confirms it has obtained and carefully examined all of the documents making up the Request for Proposal issued by the District of Lillooet and any addenda issued in connection therewith. The Proponent undertakes and agrees that:

1.0 EXECUTION OF CONTRACT

If the offer contained in this Proposal is accepted, upon being advised that the Contract is available, the Proponent will obtain the Contract and will execute and identify the Contract in a form and manner acceptable to the District of Lillooet and will deliver the same within 10 days from the time when the same are available or are delivered or mailed to the Proponent.

2.0 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

If awarded the contract, the Proponent shall supply these on the date set out in the Contract and shall complete the contract within the time specified in the Contract.

3.0 NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the Contract, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any party in connection with the making of the proposal.

4.0 ACCEPTANCE OF PROPOSAL

The acceptance of the Proposal by the District shall be made only by the notice in writing from the Corporate Officer of the District, and will be addressed to the Successful Proponent at the address given in this Form of Proposal; and if the Proposal documents are so worded, the Proposal may be accepted in either whole or in part.

5.0 FAILURE OR DEFAULT OF PROPONENT

If the Proponent for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of this Proposal, the District, at its option may consider the Proponent has abandoned the offer made or the contract if the offer has been accepted, whereupon the acceptance, if any, of the District shall be null and void and the District shall be free to select an alternate solution of its choosing.

Executed at _____, in the Province of BC this _____ day of _____, 2018
under the seal of the Proponent as a specialty instrument.

NOTE: If the Proponent is a corporation, in addition to signature, affix corporate seal, if available. If a natural person makes the Proposal, the Proponent must sign it with his/her name typed or clearly printed below the signature. If the Proponent is carrying on business under a firm name and NOT incorporated, the members of the firm must sign below the firm name and their names must be typed or clearly printed below the signature

(Corporate Name if Proponent is a Corporation)

Per: _____

Per: _____

SCHEDULE C - DRAFT SAMPLE CONTRACT



**Subdivision and Development Servicing Bylaw
Review & Update**

Reference Number: RFP2021-00X

AGREEMENT NUMBER: DLA20-001

FILE: 2240-25

THIS AGREEMENT (the “**Agreement**”) is effective as of _____, 2021 (“**Effective Date**”)

BETWEEN: **DISTRICT OF LILLOOET,**
a Municipal Corporation having its offices at:
615 Main Street, PO Box 610
Lillooet, BC V0K 1V0

(herein referred to as the “**District**”)

AND: **CONTRACTOR NAME AND ADDRESS**

(herein referred to as the “**Supplier**”)

WHEREAS the District wishes to retain the Supplier to provide goods and/or services to the District.

WHEREAS the Supplier has the requisite expertise, ability and capacity to provide said goods and/or services to the District and wishes to provide same.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the parties hereto mutually agree as follows:

1. Project Title

The assignment to which this Agreement pertains is titled “**Subdivision and Development Servicing Bylaw Review & Update**” and hereinafter shall be referred to as the “**Deliverables**”.

2. Definitions

In this Agreement, in addition to the words defined above, “**Confidential Information**” means all information of the District that is of a confidential nature, including all confidential information in the custody or control of the District regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Agreement.

“District Representative” means Kevin Taylor, Director of Corporate & Development Services, Rory Card, Director of Public Works & Utilities, or such other person as the District may appoint in writing.

“Performance Management Process” means the process used by the District to evaluate and rate the performance of the Supplier and other suppliers.

“Person” means an individual, a body corporate, a firm, partnership, association, or any other legal entity or an employee or agent thereof.

“Personnel” means any individuals identified by name in the Supplier’s Proposal and any individuals employed or otherwise engaged by the Supplier to perform the Deliverables with the prior consent of the District.

“Proposal” means the Supplier’s written proposal to the District for performance of the Deliverables, dated XXXX-XX-XX, a copy of which is attached.

“RFP” means the Request for Proposals for the services issued by the District dated XXXX-XX-XX.

“Work” means all materials, labour, equipment, transportation, traffic control or other ancillary items required by the Supplier to complete the Deliverables.

3. Services

The Supplier shall provide the Deliverables in accordance with the terms of this Agreement.

The Supplier shall:

- a) The Supplier shall diligently and carefully perform the Deliverables required hereunder in a manner consistent with prudent industry standards.
- b) The Supplier shall furnish all skills, labour, supervision, materials, equipment and supplies necessary thereof and, if permitted to subcontract, shall be fully responsible for all work and services performed by subcontractors.
- c) The Supplier shall not, without prior written authorization of the District, make any alterations or substitutions in the work, or perform extra work. The Supplier is not entitled to any payment for unauthorized work.
- d) The Supplier shall comply with all the District of Lillooet bylaws, ordinances, legal requirements, rules, regulations, codes and orders during the performance of the Deliverables.

4. **Project Scope Modifications**

The Supplier is advised that the District may modify elements of the project scope where these modifications are in the best interests of the District. This may include deletion of certain tasks/deliverables, and/or cancellation of the project. The District will ensure the Supplier is paid all eligible fees for works completed to the date of any proposed modification. Where the District requests the Supplier to provide work that the Supplier considers is not included in the original Scope of Work, the Supplier must notify the District that a change order will be required.

No additional works shall be undertaken in relation to this assignment without the prior written approval of District staff. The District shall not be required to pay for any work not included in the Scope of Work unless the District approves a Change Order prior to the Supplier performing the work.

Where unanticipated delays occur (for any reason) that impact (delay) aspects of the Supplier's work program, the Supplier shall not seek compensation for said delays.

5. **Agreement Documents**

The documents, in order of precedence, to which this Agreement pertains ("**Agreement Documents**") are:

- This Agreement
- Schedule A – Scope of Project
- Schedule B – Fees
- Schedule C – Request for Proposals titled "**Subdivision and Development Servicing Bylaw Review & Update**"
- Schedule D – Supplier's Proposal

Where there is a conflict between the wording or interpretation of the Agreement Documents, wording or interpretation of the Agreement Documents with the highest precedence shall apply.

6. **Term**

This Agreement shall commence on the Effective Date and expire on completion of the Deliverables, which is to be no later than June 30, 2022, unless the Agreement is extended or terminated early in accordance with the provisions of the Agreement.

7. **Supplier Personnel**

The Supplier will perform the Deliverables using the Personnel named in the Supplier's Proposal, and may utilize additional staff for the project as the supplier requires.

8. Subcontractors

If proposing to use subcontractors, the Supplier must submit a list of potential subcontractors for approval by the District prior to the commencement of the work. The District has the right, without any liability to the District, to reject any proposed subcontractor and to require the Supplier to substitute another subcontractor that is acceptable to the District. Subcontractors approved by the District shall not be changed without the written consent of the District.

The Supplier is responsible for supervising and coordinating all Deliverables delegated to the subcontractor(s) and for the proper execution of the Deliverables.

9. Warranty as to Work

The Supplier represents and warrants to the District that the Supplier and the Personnel have the education, training, skill, experience and resources necessary to provide the Deliverables in accordance with this Agreement and the Supplier acknowledges and agrees that the District has entered into this Agreement relying on the representations and warranties in this section.

10. Remuneration & Reimbursement

The District shall pay the Supplier for the performance of the Deliverables in accordance with Schedule B – Fees.

11. Taxes

The Supplier is responsible for all taxes, tariffs, and duties applicable to labour, work and equipment and these taxes, tariffs, and duties shall be included in the fee. Notwithstanding, GST and applicable PST shall be billed as a separate item.

12. Invoices & Payment

Not more than once each month, the Supplier may deliver an invoice to the District, in respect of the immediately preceding month, setting out a portion of the fee claimed for work performed in that preceding month. Each invoice will show the agreement number or title, the services provided, the percentage of the Deliverables that are complete, where applicable, and the amount of GST applicable. The District shall, to the extent the District is satisfied the billing is for work satisfactorily performed by the Supplier, pay the Supplier the fees claimed on any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the District.

Invoices are to be submitted to:

District of Lillooet
PO Box 610, 615 Main Street
Lillooet, BC V0K 1V0
Attention: Kevin Taylor, Director of Corporate & Development Services
Email: ktaylor@lillooet.ca

13. Hold Back or Set Off

Notwithstanding the invoicing process detailed in Section 12, the District may hold back payment or set off against payment if, in the opinion of the District acting reasonably, the Supplier has failed to comply with any requirements of the Contract, including:

- (a) the Supplier is not performing the Deliverables or has failed to comply with any requirements of the Agreement to the satisfaction of the District;
- (b) defective work is not being remedied;
- (c) the Supplier is failing to make prompt payments to anyone employed by the Supplier in connection with the Deliverables; or
- (d) an unsatisfied claim exists for damages caused by the Supplier in connection with the Deliverables.

14. District's Representative

The District appoints the District Representative as the only person authorized by the District to communicate with the Supplier in respect of this Agreement. The District shall not be bound to the Supplier by communication from any person other than the District Representative or their delegate.

15. Indemnity

The Supplier shall indemnify, and save harmless, the District, and its elected officials, officers, employees, and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused by, based upon, occasioned by or attributable to, any wilful or negligent act or omission, or other actionable wrong, on the part of the Supplier, its employees, subcontractors or agents, connected with the performance or breach of this Agreement by the Supplier. The Supplier's obligations under this section shall survive the expiry or earlier termination of this Agreement.

16. Workers Compensation, Occupational Safety & Employment Standards

The Supplier shall, at all times, in providing the Deliverables and otherwise performing its obligations under this Agreement, comply with the requirements of the *Employment Standards Act* (British Columbia), the *Workers Compensation Act* (British Columbia), and all other applicable federal and provincial legislation regarding wages and labour regulations, including the Occupational Health and Safety Regulation. The Supplier shall ensure compliance by its subcontractors, workers, and suppliers.

The Supplier shall, upon request from the District, provide evidence of any required registration under the Acts and evidence of compliance with any requirement under that Act to make any payments or pay assessment.

17. Insurance Requirements

The Supplier shall obtain and maintain Commercial General Liability insurance during the currency of this Agreement providing for an inclusive limit of not less than \$2,000,000 for each occurrence or accident, and \$5,000,000 in the aggregate; providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Work or Services or any operations carried on in connection with this Contract; including coverage for Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.

The insurance shall:

- (a) name the District, its officials, officers, employees, servants, and agents as “Additional Insured”;
- (b) include that the District is protected notwithstanding any act, neglect or misrepresentation by the Supplier 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;
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (d) be primary and non-contributing with respect to any policies carried by the District and shall provide that any coverage carried by the District is in excess coverage;
- (e) not be cancelled or materially changed without the insurer providing the District with 30 days written notice stating when such cancellation or change is to be effective;
- (f) be maintained for a period of 12 months per occurrence;
- (g) not include a deductible greater than \$5,000.00 per occurrence;
- (h) include a cross liability clause; and,
- (i) be on other terms acceptable to the District Representative, acting reasonably.

If using a vehicle for the Deliverables, the Supplier shall obtain and maintain during the currency of this Agreement Automobile Liability insurance with an inclusive third-party liability limit of not less than \$5,000,000 per occurrence. All vehicles owned, leased or not owned but operated by or on behalf of the insured must be covered by either Automobile or Commercial General Liability Insurance.

The Supplier shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the District.

18. Errors and Omissions

The Supplier accepts responsibility for the acts and omissions of all employees of their project team, subcontractors and subconsultants it may engage in rendering the service on the project.

The Supplier shall establish and maintain Professional Liability Errors and Omissions insurance providing coverage in an amount of not less than \$1,000,000 per claim and \$1,000,000 aggregate, with a maximum deductible of \$50,000.

The Supplier accepts responsibility for the acts and omissions of all employees of their project team, subcontractors and subconsultants it may engage in rendering the service on the project.

The Supplier’s professional errors and omissions insurance shall remain in force for the life of the project and for twelve (12) months after completion of the Deliverables.

19. Insurance Certificates

The Supplier shall provide the District with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so from time to time by the District.

20. District May Insure

If the Supplier fails to insure as required, the District may effect the insurance in the name and at the expense of the Supplier and the Supplier shall promptly repay the District all costs incurred by the District in doing so. The Supplier expressly authorizes the District to deduct from any monies owner the Supplier, any monies owing by the Supplier to the District. For clarity, the District has no obligation to effect such insurance.

21. Performance Management Process

The Supplier agrees to participate in, and comply with the terms of, the Performance Management Process. The Supplier acknowledges that the Performance Management Process may be changed from time to time by the District at the District's sole discretion. Without limiting the foregoing, the Supplier acknowledges and agrees:

- (a) to adhere to any guidelines and processes issued in respect of the Performance Management Process;
- (b) to respond to requests from the District for information or feedback arising out of or about the Performance Management Process (including responding to vendor evaluation information), within the time frame specified in the request (or in the absence of a time frame, within a reasonable period of time);
- (c) to meet with the District, whether remotely or in person, at no charge to the District, to discuss performance and other evaluations (including vendor evaluation information) or any other issues arising out of or about the Performance Management Process;
- (d) that performance ratings, performance feedback and other information about the Supplier and its Personnel gathered or obtained through the Performance Management Process (including vendor evaluation information) may be made available to the government of British Columbia and other municipal or regional governments;
- (e) in addition to and without limiting any provision, statutory or otherwise, that protects employees or other personnel of the District from actions or proceedings for damages, the Supplier agrees that no action or proceeding for damages may be brought against any personnel of the District for any acts done in good faith in connection with the Performance Management Process (including any evaluation of the Supplier by any such the District) or for any alleged neglect or default in the execution in good faith of such the District's duty as it relates to the Performance Management Process; and
- (f) that performance ratings and performance and other evaluations prepared or obtained through the Performance Management Process (including vendor evaluation information) may be used by the District or the British Columbia

government or any other local government, to inform other procurement evaluation processes, whether or not related to this Agreement.

This Section shall survive any termination or expiry of the Agreement.

22. Condonation Not a Waiver

Any failure by the District to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Agreement shall not be construed as a waiver by the District of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

23. Dispute Resolution

The District's Chief Administrative Officer shall be the interpreter of the requirements of the Agreement.

In the event of any dispute, which shall be any disagreement or misunderstanding between the District and the Supplier after initial attempts at resolution, either party may provide the other with a written summary of the Agreement question at issue and the redress sought.

Within fourteen calendar days of receipt of such communication the recipient shall acknowledge and respond in writing addressing all the issues raised in the initial communication or request a time extension.

If a party does not provide any written response to the written communication issued as per the foregoing, the communication will be deemed to have been accepted by the receiving party.

If there is an exchange of communication and issues remain unresolved, both parties shall:

- (a) make immediate bona fide efforts to resolve the outstanding issues by amicable negotiations involving the assistance of senior persons in both parties' organizations and;
- (b) provide frank, conditional, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.

If the dispute cannot be settled within fourteen calendar days of the end of the above negotiations, or such other time period as agreed to by both parties, the dispute may be referred to and finally resolved by arbitration conducted by a single arbitrator, agreed to by both parties, and under the rules of the British Columbia International Commercial Arbitration Centre. The place of arbitration shall be in Lillooet, BC, unless otherwise agreed to by both parties. The findings of the arbitrator shall be final and binding upon both parties.

The Supplier shall not delay any the Deliverables on account of or during any dispute, negotiation, or arbitration proceedings. The parties shall each bear their own costs throughout the process and the costs of a mediator or arbitrator shall be divided equally between the parties.

24. Bankruptcy or Default by Supplier

If the Supplier:

- (a) is adjudged bankrupt; or
- (b) makes a general assignment for the benefit of creditors due to insolvency;

- (c) has a receiver appointed because of his insolvency;
 - (d) an order is made or resolution passed for the winding up or dissolution of the Supplier;
or
 - (e) the Supplier takes the benefit of any enactment relating to bankrupt or insolvent debtors;
- the District may, without prejudice to any other of the District's rights or remedies, give the Supplier, the receiver, or the trustee written notice and terminate the Agreement.

If the Supplier fails to perform the Deliverables in accordance with the Agreement Documents, the District may provide written notice informing the Supplier that he is in default of his contractual obligations and instruct the Supplier to correct the default within five (5) days, or such other longer specified time as outlined in the notice.

If the Supplier fails to correct the default within the time specified, the District may, without prejudice to any other of the District's rights or remedies,

- (a) correct the default and deduct the District's direct costs from any payment owing to the Supplier or any security held by the District; and/or
- (b) deduct any portion of the remaining Deliverables from the Agreement; and/or
- (c) terminate the Agreement.

25. Termination at District's Discretion

Without prejudice to any right or remedy to which the District may be entitled, the District may at any time and in its sole discretion and without reason, terminate this Agreement upon 10 days' notice to the Supplier.

26. Remedies

On any early termination of the Agreement by the District:

- (a) The Supplier shall be entitled to be paid for all work satisfactorily performed by the Supplier up to the date of such termination in accordance with this Agreement and upon such payment being made the District shall have no further obligation to the Supplier under this Agreement; and
- (b) If the Supplier's right to perform the Deliverables is terminated in accordance with the provisions of the Agreement, the Supplier is not entitled to, and irrevocably waives and releases the District from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

27. Alternative Rights & Remedies

Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

28. Records

The Supplier:

- (a) shall keep proper accounts and records of its performance of the Deliverables, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the District, which may make copies and take extracts from the accounts and records;
- (b) shall keep reasonably detailed records of performance of the Deliverables, which shall at all reasonable times be open to inspection by the District, which may make copies and take extracts from the records;
- (c) shall afford facilities and access to accounts and records for audit and inspection by the District and shall furnish the District with such information as the District may from time to time require regarding those documents; and
- (d) shall preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Deliverables, expiry of this Agreement or termination of this Agreement, whichever applies.

29. Freedom of Information and Protection of Privacy Act

The District is subject to the Province of British Columbia's *Freedom of Information and Protection of Privacy Act* (FOIPPA). The Supplier should be aware of and review the District's obligations under FOIPPA and the District's limited ability to refuse to disclose third party information pursuant to Section 21 of FOIPPA.

30. Copyright & Intellectual Property

The Supplier irrevocably grants to the District the unrestricted license for the District to use and make copies of, for the District's purposes and activities, any work whatsoever generated by or on behalf of the Supplier in performing the Deliverables in which copyright may exist. The Supplier agrees that the District shall jointly own with the supplier any newly created intellectual property that was collected or created by the Supplier, or on behalf of the Supplier, for this Agreement. The Supplier must provide the District with any data collected by the Supplier on behalf of the District as part of this Agreement in reasonable formats, as determined by the District, that will allow the District to work with and manipulate the data. The Supplier must provide final reports in a format that allows the District to select and copy content from the reports. Without limiting the foregoing, the Supplier irrevocably grants to the District the unrestricted license for the District to use for the District's purposes and activities all data, technical information and intellectual property conceived or developed in performing the Deliverables. For clarity, the Supplier's obligations under this section and the licenses granted by this section shall survive the expiry or earlier termination of this Agreement.

31. Confidentiality

During and following the term, the Supplier shall: (a) keep all District Confidential Information confidential and secure; (b) limit the disclosure of District Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers, subcontractors, or personnel who have a need to know it for the purpose of providing the

Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any District Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the District and (ii) in respect of any District Confidential Information about any third-party, the written consent of such third-party; (d) provide District Confidential Information to the District on demand; and (e) return all District Confidential Information to the District before the end of the term, with no copy or portion kept by the Supplier, upon request.

32. Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind the District or to assume or create any obligation or responsibility, express or implied, on behalf of the District. The Supplier shall not hold itself out as an agent, partner or employee of the District. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the District and the Supplier (or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers, subcontractors, or personnel).

33. Non-Exclusive Contract, Work Volumes

The Supplier acknowledges that it is providing the Deliverables to the District on a non-exclusive basis. The District reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

34. Withholding Taxes

The Supplier will pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Supplier and any of its employees. The Supplier agrees to indemnify and hold harmless the District should the District be required to pay any remittances described above.

If the Supplier is a non-resident company, payments to the Supplier, as a non-resident, may be subject to withholding taxes under the *Income Tax Act (Canada)*. Unless a non-resident Supplier provides the District with an official letter from Canada Revenue Agency waiving the withholding requirements, the District will withhold the taxes it determines are required under the *Income Tax Act (Canada)*.

35. Assignment

The Supplier shall not assign this Agreement or the benefit hereof without the prior written consent of the District, at its sole discretion.

36. Time of the Essence

Time is of the essence of this Agreement.

The Supplier must advise the District immediately of any shortage or delay of any kind. If delivery of goods and services is not completed by the delivery date, the District reserves the right to terminate this Agreement in whole or in part and to purchase substitute goods and

services elsewhere and charge the Supplier with any incidental or consequential damages that might be incurred.

37. Notice

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

(a) To the District:

District of Lillooet

PO Box 610, 615 Main Street

Lillooet, BC V0K 1V0

Attention: Kevin Taylor, Director of Corporate & Development Services

Email: ktaylor@lillooet.ca

(b) To the Supplier:

NAME

ADDRESS

Attention:

Email:

or to such other address or email address of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or email 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. In this section, business day means a day other than a Saturday, Sunday or B.C. statutory holiday.

38. Interpretation & Governing Law

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.**

This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia and the federal laws of Canada applicable therein and each party irrevocably attorns to the jurisdiction of the court system of the Province of British Columbia.

39. Binding on Successors

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

40. Entire Agreement

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.

41. Permits

The Supplier shall, at their own expense, procure any permits, certificates, and licenses required by law and by the District for the execution of the Deliverables.

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

DISTRICT OF LILLOOET

by its authorized signatories:

Signature
Peter Busse

Name
Mayor

Title

Date

SUPPLIER

by its authorized signatories:

Signature

Name

Title

Date

DISTRICT OF LILLOOET

by its authorized signatories:

 Signature
 Jeremy Denegar

 Name
 Chief Administrative Officer

 Title

 Date

SUPPLIER

by its authorized signatories:

 Signature

 Name

 Title

 Date