



# VILLAGE OF BELCARRA

*"Between Forest and Sea"*

4084 BEDWELL BAY ROAD, BELCARRA, B.C. V3H 4P8

TELEPHONE 604-937-4100 FAX 604-939-5034

belcarra@belcarra.ca • www.belcarra.ca



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## Village of Belcarra REQUEST FOR PROPOSAL

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### Consultant Planning Services

#### **Issue date:**

Friday, March 2, 2018

#### **Proposal Submissions:**

Proposal to be received at:

Village of Belcarra

4084 Bedwell Bay Road

Belcarra, B.C., V3H 4P8

Attn: Lorna Dysart, Chief Administrative Officer

Email: [ldysart@belcarra.ca](mailto:ldysart@belcarra.ca)

Phone: 604-937-4100

#### **Closing date and time:**

Friday, March 23, 2018

4:00 pm PST

#### **Contact for Questions:**

Any questions are to be submitted in writing, by email, to the contact person below.

Lorna Dysart, Chief Administrative Officer, Village of Belcarra

Email: [ldysart@belcarra.ca](mailto:ldysart@belcarra.ca)

Phone: (604) 937-4100

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## **1.0 Introduction**

The Village of Belcarra (Belcarra or Village) is requesting responses to this Request for Proposals (RFP) for the acquisition of Consultant Planning Services for a five year term.

Interested proponents are invited to review this RFP and to submit proposals in accordance with the RFP to enter into a contract to provide the required services for Belcarra.

## **2.0 Key Information**

The title of this document is “RFP- Consultant Planning Services”. Please use this title on all correspondence:

### **Contact information:**

Village of Belcarra

4084 Bedwell Bay Road

Belcarra, BC V3H 4P8

Attention: Lorna Dysart, Chief Administrative Officer

Email: [ldysart@belcarra.ca](mailto:ldysart@belcarra.ca)

### **Closing Time for Submission**

The closing time for the RFP is **4:00 pm, Friday, March 23, 2018.**

The proposals must be submitted to the address listed under Contact Information by Closing Time. There will not be a public opening of Proposals.

If submitted electronically, submissions should be in the form of a single PDF file.

Submissions shall be deemed to be successfully received when displayed as new email in the in-box of the Village email address or received by mail.

### **Enquiries**

Please direct all enquires to Lorna Dysart, Chief Administrative Officer, prior to 2:00 pm on the Monday before closing.

### **Withdrawal and Revisions**

Proponents may withdraw or amend their Proposal before Closing Time noted above.

## **General Instructions, Terms and Conditions**

The General Instructions, Terms and Conditions are included in Appendix A attached to this document. The Proponent is responsible for complying with all Terms and Conditions listed.

## **Confidentiality and Publicity Conditions**

This RFP process is being conducted as a confidential process.

All documents and other records are subject to the British Columbia Freedom of Information and Protection of Privacy Act.

### **3.0 Overview of Requirements**

Belcarra requires a Planning Consultant to work with the Village's small administrative and operations staff to provide Council and Staff professional advice on land use, development and community planning matters. The Village is a small community, primarily park and single family residential lots bordering or including property controlled or owned by Federal, Provincial, Metro and adjoining municipalities. Rezoning, development variance permit, and subdivisions are expected to be the major focus of this work.

Knowledge of professional planning practices and Metro Vancouver planning issues and Provincial and Federal legislation that applies to the Village will be a requirement.

The Consultant will be expected to attend Council Meetings, Public Hearings and other Village meetings from time to time. These meetings typically occur in non-office hours.

Ideally the Planning Consultant will be a member of the Planning Institute of British Columbia or eligible for membership.

Based on recent experience the Village believes this work is part time and periodic.

### **4.0 Proposal Format and Content**

Each proposal shall have the following content and format:

1. Company Profile.
2. Team Members if applicable.
3. Provide an outline of areas of municipal planning work that the Planning Consultant is able to undertake and those that may need to be outsourced.
4. Provide a list of similar work underway or undertaken in the recent past.
5. A schedule of proposed fees for 2018 and 2019 (hourly rates for Team members).
6. Illustrative examples of relevant work — no more than 20 pages.

## **GENERAL INSTRUCTIONS, TERMS AND CONDITIONS – Appendix A**

### **1. INSTRUCTIONS TO PROPONENTS**

- 1.1. Any queries regarding the item(s) on this RFP are to be directed only to:  
Lorna Dysart  
Chief Administrative Officer  
Phone: 604-937-4100  
Email: [ldysart@belcarra.ca](mailto:ldysart@belcarra.ca)
- 1.2. This proposal is not to be discussed with any Village staff or Council member, other than mentioned in 1.1 above, except at the direction of the contact described in 1.1 above. Proponent(s) in violation of this term may have their proposal rejected. Information obtained from any other source is not official and should not be relied upon. If information additional to that disclosed in the RFP is supplied, the Village will issue a written addendum and post it on the CivicInfo BC website. It is the responsibility of the proponent to monitor this website to check for updates. Please submit enquires to the contact person at least THREE (3) days prior to the RFP closing. Enquiries received after this time period may not be responded to.
- 1.3. The proponent is encouraged to check RFP documents for accuracy. Any changes initiated by the proponent must be endorsed by the proponent's initials at the point of change. Violation of this condition may result in the item(s) in error being cancelled for consideration from this RFP.
- 1.4. All original proposals are to be signed in the place provided on the Signature and Acceptance section by an officer or employee having authority to bind the proposal by their signature. All other pages of the RFP should be initialed by the authorized signatory of the company and ALL pages of the original RFP documents are to be returned when submitting the proposal to the Village.
- 1.5. Proponents should respond in detail to all requirements of this RFP in order for their submitted response to be fully evaluated. Failure to comply with this request may result in a loss of points in the evaluation process.
- 1.6. The proponent understands that by submitting this Proposal you certify that:
  - 1.6.1. the prices quoted have been arrived at independently from those of any other proponent;
  - 1.6.2. the prices quoted have not been disclosed to any other proponent or competitor; and
  - 1.6.3. no attempt has been made, nor will be made, to induce any person to submit, or not to submit, a proposal for the purposes of restricting competition.

### **2. SUBMISSION OF PROPOSALS**

- 2.1. Proposals will be received by the Village to furnish the supplies, services or equipment as described herein, subject to the attached instructions, terms, specifications, and price quotation. The method of delivery to accomplish this is the responsibility of the proponent.

- 2.2. Proposals shall be submitted on the original forms provided and returned in a sealed package to:  
Village of Belcarra  
4084 Bedwell Bay Road  
Belcarra, B.C., V3H 4P8  
Attn: Lorna Dysart, Chief Administrative Officer  
Email: ldysart@belcarra.ca  
Phone: 604-937-4100  
REQUEST FOR PROPOSAL: Consultant Planning Services
- 2.3. To ensure that the Proposal package is identified as a time-sensitive package, please submit the response in the envelope or package clearing marked "Request for Proposal: Consultant Planning Services".
- 2.4. Proposals will be received until 4:00 pm, Friday, March 23, 2018.
- 2.5. Proposals received after the closing time will be returned unopened.
- 2.6. It is the proponent's responsibility to allow sufficient time for their agent to deliver their proposal by the time and date specified.
- 2.7. Facsimile or electronic mail proposals will be accepted.
- 2.8. Proposals will be privately opened after the closing time.
- 2.9. The Village can elect to permit a correction, clarification, or amendment, in the case of any one or more non-conforming, non-compliant, or qualified Proposal, or any error, irregularity, or other failure in one or more Proposals. The Village reserves the right, in the interest of the institution, to waive any minor informality or irregularity in proposals received.

### 3. **NUMBER OF COPIES**

- 3.1. In addition to returning the original proposal document, we request that you provide two (2) additional copies.

### 4. **CONTRACT DOCUMENTS**

- 4.1. Proponents shall be responsible to ascertain that they are in possession of a full set of proposal documents when preparing their proposal bids.
- 4.2. Any addendum to proposal documents issued prior to closing of proposal bids shall be incorporated into the proposal and become part of the proposal documents.
- 4.3. Proponents finding discrepancies, ambiguities or omissions in the proposal documents, or are in doubt as to their meaning, shall at once notify the Village's contact as described in section 1.1 above, who will make a ruling and issue an addendum. Such notification shall be made no later than THREE (3) working days prior to closing of proposals. If a ruling is not issued, proponents shall submit for the more expensive alternative.
- 4.4. Any cost incurred by the proponents in the preparation of the proposal documents will be borne solely by the proponent and the proposal documents will become the property of the Village.

**5. LIABILITY FOR ERRORS**

- 5.1. While the Village 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 Village, 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.

**6. FREEDOM OF INFORMATION**

- 6.1. All proposals submitted become the property of the Village and as such, are subject to the Freedom of Information and Protection of Privacy Act. To request documentation confidentiality, proponents must submit a covering letter, with their proposal, detailing the specifics of their request.

**7. CONFIDENTIALITY OF INFORMATION**

- 7.1. This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.
- 7.2. Information pertaining to the Village obtained by a proponent as a result of participation in this process is confidential and must not be disclosed except as required to fulfil the obligations of the proponent under the Agreement.

**8. OWNERSHIP OF PROPOSALS**

- 8.1. All Proposals and subsequent information or materials, submitted to the Village become the property of the Village and will not be returned. They will be received and held in confidence by the Village subject to the provisions of the Freedom of Information and Protection of Privacy Act.

**9. PRICING**

- 9.1. All prices shall be in Canadian currency exclusive of any applicable taxes.

**10. DISCLOSURE OF INTEREST**

- 10.1. A proponent shall disclose in its proposal any actual or potential conflicts of interest and existing business relationships it may have with the Village, its elected or appointed officials or employees. The Village may rely on such disclosure.

**11. NEGOTIATION**

- 11.1. The Village reserves the right, prior to contract award, to negotiate changes to the scope of the work or to the contract documents (including pricing) with the proponent or any one or more proponents, proposing the “best value” without having any duty to advise any other proponent or to allow them to vary their proposal as a result of changes to the scope of the work or to the contract documents; and the Village may enter into a changed or different contract with the proponent(s), proposing the “best value,” without liability to proponents who are not awarded the contract.

- 11.2. If a written contract cannot be negotiated with the first potential proponent, the Village may terminate negotiations with that proponent and negotiate a contract agreement with another proponent selected as the next potential proponent according to the evaluation procedure, or may choose to terminate the RFP process and not enter into any contract with any of the proponents. The Village also reserves the right to enter simultaneous negotiation with multiple proponents separately.
- 11.3. If any agreement cannot be negotiated within THIRTY (30) days of notification to the successful proponent(s), the Village may, at its discretion, terminate negotiations with that proponent(s) and may negotiate an agreement with another proponent(s) of its choice or terminate the RFP process.

## 12. **WITHDRAWAL OF PROPOSAL**

- 12.1. Proposals may be withdrawn personally, by written notice, by facsimile, or by electronic mail, provided such notice of withdrawal is received by the Village prior to the proposal closing time.

## 13. **REVISION OF PROPOSAL**

- 13.1. A proposal already delivered to the Village may only be revised in the following manner:
  - 13.1.1. The revision must be plainly referable to a particular proposal.
  - 13.1.2. Revisions to proposals already received shall be submitted only by facsimile, electronic mail, or signed letter. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusion or inclusion of particular words.
- 13.2. Please note in the case of revisions to proposals, the Village assumes no responsibilities and the proponent assumes all risks of using facsimile or electronic mail communication for revisions. The revision must be received by the Village prior to proposal closing time. It is recommended that when a proponent makes revisions, the proponent confirm receipt by contacting the Village (see 1.1 Appendix A).

## 14. **ACCEPTANCE OF PROPOSAL**

- 14.1. This RFP should not be construed as an agreement to purchase services. Neither the Council nor the Village is bound to enter into an agreement with any proponent that submits the lowest priced proposal or with any proponent.
- 14.2. No proponent will acquire any legal or equitable rights or privileges relative to the services prior to full execution of a written agreement for the services required.

## 15. **RIGHT TO REJECT**

- 15.1. The Village reserves the right to reject any or all proposals and to accept any proposal it considers advantageous. The lowest or any proposal may not necessarily be accepted if the Village determines, at its sole discretion and after appropriate investigation and evaluation, that:
  - 15.1.1. the proposal must be cancelled due to financing problems or changing economic circumstances;
  - 15.1.2. information becomes available after closing which significantly changes the original scope of work and/or the technological aspects of the proposal;



15.1.3. the bid, or any of the bids, exceed the project spending approval; or

15.1.4. less than THREE (3) proposals are received.

**16. AWARDING OF PROPOSAL**

16.1. Submitted proposals will be open for acceptance and will be irrevocable for NINETY (90) days. The lowest or any proposal will not necessarily be accepted.

16.2. The RFP, proposal submission, and any accompanying documents, including terms, instructions, specifications, and any attachments shall become part of any contract entered into between the successful proponent and the Village.

16.3. This proposal, if awarded, may be in whole or in part. Individual items may be deleted from the award if the price quoted is substantially higher than other competitive bids received.

16.4. Failure to complete the proposal document and/or proposal documents, which contain qualifying terms or otherwise fail to conform to the original proposal documents, may be disqualified or rejected.

16.5. Awards shall be made on proposals that will give the greatest value based on the evaluation criteria herein.

16.6. Criteria for award or rejection of this proposal may include but not be limited to the following: price, service, added value, and compliance and criteria as outlined in Section 18 Evaluation Criteria.

16.7. The successful bidder(s) is expected to enter into a Contract with the Village as per Appendix B. Acceptance of proposal shall be by official purchase order or formal written notice.

**17. FINAL ACCEPTANCE**

17.1. Acceptance of the successful proponents' proposal(s) and any resulting agreement(s) shall be subject to final approval by the Village.

**18. TERM OF CONTRACT**

18.1. This contract shall be in effect for a FIVE (5) year period. Any pricing changes and the addition or deletion of items, will be negotiated between the successful proponent and the Village. Effective date for this contract will be date of signing.

**APPENDIX A—ESTIMATED VOLUMES AND STATISTICS 2016**

Population	700
No. of Property Rolls	512
No. of Building Permits Issued	13

**APPENDIX B – DRAFT CONTRACT  
VILLAGE OF BELCARRA  
AGREEMENT FOR CONSULTANT PLANNING SERVICES**

**PARTIES**

This Agreement for Services is made between:

VILLAGE OF BELCARRA  
4084 Bedwell Bay Road  
Belcarra, B.C., V3H 4P8  
(the “Village”)

AND: [LEGAL NAME OF CONTRACTOR]  
[ADDRESS]  
(the “Contractor”)

The following terms and conditions are entered into as a result of a Request for Proposal (RFP) and bidder’s submission to that RFP, which submission has been awarded the contract for the provision of Consultant Planning Services. This contract includes the conditions herein, as well as any statements, promises or claims, including but not limited to delivery, warranty, specifications and pricing, made by the bidder through the RFP process.

WHEREAS, the Village desires that the Contractor make available its services in those areas in which the Contractor has special professional and technical qualifications; and

WHEREAS, Contractor has represented that the Contractor is skilled in providing these services;

NOW, THEREFORE in consideration of the mutual premises and covenants contained herein, the parties agree as follows:

**SERVICES**

1. The Contractor shall provide Consultant Planning Services necessary as required in an efficient, competent, timely and professional manner to the full satisfaction of the Village. This Agreement is not exclusive, nor does it warrant or guarantee any future business or any automatic renewal of Term.
2. The Contractor shall designate [IDENTIFY PERSON(S)] to perform the Services. Should the Contractor designate any other personnel to perform the Services, it shall do so only with the prior consent of the Village. In the event that any of the Contractor's designated personnel do not perform the Services to the full satisfaction of the Village, the Village reserves the right to request the Contractor to make a change in personnel at the Contractor's expense.
3. The Village reserves the right to amend or vary these Services upon notice in writing to the Contractor, or, as may be agreed between the Village and the Contractor from time to time.

4. The Contractor shall determine the method by which the Services are performed, subject to such reasonable instructions as the Village may provide from time to time. Liaison with the Village respecting the Services shall be Lorna Dysart, Chief Administrative Officer, Village of Belcarra (the "Village Liaison").
5. The Village may designate from time-to-time, in writing, one or more of its employees having on the Village's behalf, authority to deal with the Contractor in connection with the Services and to make decisions binding on the Village falling within the scope of this Agreement (the "Designate(s)").
6. The Contractor shall provide the Village Liaison and/or Designate(s), upon request, with reports regarding the work done, and to be done, in connection with the performance of the Services.
7. The Contractor represents to the Village that [NAME OF PERSON(S)] or any designated Contractor personnel approved by the Village has the required skills, training and experience to perform the Services.
8. The Contractor agrees to assign a competent, adequate and skilled work force to perform the Services.
9. The Contractor agrees to remove and replace any person whom the Village deems to be unfit in any way.
10. The Contractor is free to provide services to other clients during the Term of this Agreement, so long as such activities do not interfere with or conflict with the Contractor's obligations under this Agreement.
11. The Contractor agrees to perform the Services with that standard of care, skill and diligence normally provided by a professional in the performance of similar services. It is understood that the Contractor must perform the Services based, in part, on information furnished by the Village and the Contractor shall be entitled to rely on such information; however, the Contractor is given notice that the Village will be relying on the accuracy, competence and completeness of the Services provided by the Contractor in utilizing the results of the Services.

#### **NON-EXCLUSIVE AGREEMENT**

12. This Agreement shall not be an exclusive Agreement, or in any way limit the Village from dealing with any other businesses for additional or related products and services.

#### **TERM**

13. This Agreement commences on [BEGINNING DATE OF TERM] and ends upon the completion of the Services to the full satisfaction of the Village Liaison, which completion should be no later than [ENDING DATE OF TERM] (the "Term").
14. The Village does not warrant or guarantee any future business. There is no automatic renewal of Term for this Agreement.

## **PAYMENT**

15. The Village will pay the Contractor for the Services, excluding expenses, a rate of [SPECIFY RATE, PER HOUR/MONTH, ETC.] for all the described Services performed in accordance with this Agreement.
16. The Contractor shall invoice the Village on a monthly basis which details the Services performed, the person performing each of the Services, the time spent and the fee for each of the Services. Invoices should be submitted in duplicate to the Village Liaison and/or Designate(s) for approval.
  - a. If the Village approves of the Services which are the subject of the invoice, the Village shall pay the Contractor the amount of the approved invoice or part thereof thirty (30) days following the date of the Village's approval.
  - b. If the Village does not approve of the Services or part of them which are the subject of the invoice, the Village shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy the problem at no additional cost to the Village before the Village shall be obliged to pay the invoice or any part of it, as the case may be.
17. With respect to expenses, the Contractor shall be reimbursed only for expenses with the prior approval of the Village and which are accompanied by sufficient and substantiated documentation acceptable to the Village as follows:

The Village will not be liable for and will not pay any unapproved expenses or increases in fees. The Contractor is expressly agreeing to complete all the described Services for the consideration expressed herein.
18. The Contractor is a GST/PST Registrant with the registration number [FILL IN OTHERWISE OR HAVE STATED AS A SMALL SUPPLIER IE. NOT REGISTERED, GST/PST NOT APPLICABLE]. The Contractor's invoices will clearly show the amount of tax as a separate tax.

## **PERFORMANCE STANDARDS**

19. The Contractor agrees to reperform any Services that are not performed in accordance with this Agreement and the standard of care described within.
20. If the Village advises the of such deficiencies within twelve (12) months from completion of the Services, the Contractor shall immediately remedy, replace, re-perform or correct the Services at no cost to the Village within a time fixed by the Village.
21. If the Contractor fails to respond or remedy, replace, re-perform or correct the Services within the time fixed by the Village, the Village may remedy, replace, re-perform or correct the Services and, any damage arising from it, by whatever means it chooses and the cost of same shall be paid by the Contractor.
22. The Contractor further agrees that the Services which have been reperformed, remedied or corrected shall also be performed in accordance with this Agreement and the standard of care described within, and the Contractor will correct any reperformed, remedied, or corrected Services failing to do so if identified by the Village within twelve (12) months from the date of completion of such Services.

23. The Contractor will use reasonable efforts to ensure that all software and document files not provided by the Village and used in the performance of the Services, to be Virus free. Virus shall mean a code fragment with the ability to reproduce by modifying other programs, applications or documents to include a copy of itself. Later, it may expose itself by wiping out disk files or by causing other problems on the system. The Contractor also will use reasonable efforts to ensure that any file, be it an executable, data file or document produced by electronic means be scanned with adequate virus scanning software prior to its introduction to any Village computing system. This software must be kept current, being updated at least once a month or as needed. In the case that a Village computing system is infected by a Virus, found to be traced back to the Contractors activities, the Contractor will be liable for the cost of clearing all Village computing systems of the Virus.

### **SUSPENSION OF WORK**

24. The Village may at any time in its sole discretion suspend the Services for a specified or unspecified time by written notice to the Contractor.
25. Upon receiving notice of suspension, the Contractor shall immediately suspend all operations except those which in the Village's opinion are necessary to preserve, care for and protect the Services.
26. The Contractor shall be entitled to be reimbursed for its reasonable, proper and actual expenses incurred in protecting, caring for and preserving the Services.

### **RIGHTS IN INTELLECTUAL PROPERTY**

27. Any and all information, reports, documents, data, computer software, or other items of any nature whatsoever, in any form, prepared by the Contractor pursuant to this Agreement whether completed or not, together with all designs or materials capable of intellectual property protection, prepared, developed or created by the Contractor, its employees or agents during the performance of and/or pursuant to this Agreement shall automatically become the property of the Village.

### **CONFIDENTIAL INFORMATION**

28. The Contractor agrees that any information, knowledge (including but not necessarily limited to, Village business practices, techniques, relationships, agreements, etc.), data, research, documents, photographs, negatives, computer programs (and related object and source codes) and any other information, knowledge, materials or products disclosed to the Contractor by the Village or otherwise produced, developed or known by the Contractor in providing the Services (collectively the "Confidential Information") will not be:
- a. published or disclosed to any third party not either during or after the Agreement except as otherwise authorized by the Village to:
    - i) those of the Contractor's officers and employees who are directly concerned with the use, development or application of the Confidential Information in the provision of the Services; and
    - ii) third parties as to the extent necessary to provide the Services; nor
  - b. used, sold or otherwise disposed of for value by the Contractor other than in the provision of the Services under this Agreement.

The Village acknowledges that such disclosure is acceptable, but the Contractor will not otherwise disclose.

This section shall survive the termination of this Agreement.

29. The Contractor shall:

- a) comply with any rules or directions made or given by the Village with respect to safeguarding or ensuring the confidentiality of the Confidential Information;
- b) as authorized by the Village advise the Contractor's officers, employees and contractors to whom the Contractor may disclose the Confidential Information of the confidentiality and ownership provisions of this Agreement;
- c) do that which is necessary and reasonable to prevent unauthorized disclosures, use, or sale (or other disposition for value) of the Confidential Information.

This section shall survive the termination of this Agreement.

## **TERMINATION**

30. The Village reserves the right at its exclusive option to immediately and without further notice, cancel any Agreement, or part thereof, without further liability of any kind:

- a) for failure by the Contractor to complete the Agreement in a timely fashion;
- b) for failure by the Contractor to meet described milestone events as required by the Agreement;
- c) for repeated or persistent faulty work or performance by the Contractor;
- d) for failure by the Contractor to remedy defects or deficiencies after being given notice to do so;
- e) if the Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property; and such conditions are not cured within thirty (30) days of notice thereof from the Village to the Contractor;
- f) for any material breach of condition of the Agreement by the Contractor;
- g) for any Act of God event which lasts longer than thirty (30) days;
- h) for its convenience at any time without cause, penalty or damages.

In addition, the Village expressly reserves all legal rights and remedies available under general laws of British Columbia, Canada in the event of termination including the right of set off. In event of termination by the Village, pursuant to section 30, 32, or 51, the Village shall pay to the Contractor all fees related to Services provided in accordance with the Agreement to the date of termination.

31. Upon termination of this Agreement, the Contractor agrees that all files, information, data and documents pertaining to the Village's business including any software developed in part or in whole during the performance of the Services, shall remain the property of the Village, and shall promptly be delivered by the Contractor to the Village's office, and no photostatic copy, duplication or reproduction of any kind whatsoever shall be made of such files, information, documents or software without the express written consent of the Village except that the Contractor may retain a copy of all work product on computer archives created for backup purposes.

## **FUNDING**

32. Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at any time not forthcoming or insufficient, then the Village shall have the unilateral right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.

## **RELATIONSHIP OF THE PARTIES**

33. The Contractor and the Village expressly acknowledge that they are independent contractors and neither an agency, partnership nor employer-employee relationship is intended or created by this Agreement.
34. The Contractor shall be solely responsible for all matters relating to statutory deduction of all taxes, employment insurance and Canada Pension and all licenses and permits which may be or become required to perform the Services.
35. The Contractor shall be solely responsible for all matters relating to leave, remuneration, Worker' Compensation, insurance premiums and discipline.

## **DISPUTES**

36. In the case of any dispute arising between the Village and the Contractor, as to their respective rights and obligations under the terms and conditions of this Agreement and subsequent documents, either party shall be entitled to give the other written notice, within ten (10) working days of that party's awareness of such a dispute.
37. In the event that a mutually agreeable resolution is not reached in a reasonable period of time, the parties agree to the following procedure:
- a) Disputes will be referred to the Village Liaison [NAME] and the Contractor's [CONTRACTORS REP] responsible for the relationship with the Village who will meet and work to resolve the dispute. If a resolution cannot be reached within ten (10) days, or such time as agreed to by both parties, the dispute will be escalated to the second level.
  - b) The Village's [EXECUTIVE TITLE] and the Contractor's senior executive for the region will work to resolve the dispute. If a resolution still cannot be reached the dispute will be escalated to the third level.
  - c) Any of the above actions does not preclude the Village from entering into litigation against the Contractor or in accessing any other rights under law, including access to court proceedings.

## **WORKERS' COMPENSATION**

38. The Contractor warrants and represents that it will comply with the relevant Workers' Compensation Board (WCB) requirements in the provision of the Services.
39. The Contractor is responsible for carrying and paying for WCB coverage for itself and all its employees, contractors and others engaged in providing the Services.
40. The Contractor must have a safety program acceptable to the WCB and must ensure that WCB safety rules and regulations are observed during performance of this Agreement.

## **INSURANCE**

41. The Contractor warrants and represents that it has the following insurance coverage:
  - a) Commercial General Liability Insurance with a limit of not less than \$3,000,000 inclusive per occurrence for bodily injury, (including death) and damage to property including loss of use thereof. Such insurance shall include coverage for broad form property damage, contractual liability, completed operations and product liability. The Village shall be named as an additional insured on the policy, but only with respect to the operations of the Contractor in the performance of this Agreement.
  - b) Automobile Liability Insurance for a limit of not less than \$3,000,000 for all owned, leased or rented licensed vehicles used in the performance of the contract.
  - c) Where applicable, Property Insurance for the value of Contractor's property shall be maintained and shall include a waiver of subrogation in favour of the Village.
  - d) Professional Liability in an amount not less than \$2,000,000 insuring the Contractor's liability resulting from errors and omission in the performance of professional services under this Agreement.
42. At the request of the Village, the Contractor shall provide to the Village, a Certificate of Insurance evidencing the required insurances are in force and effect and that all coverage shall provide for 30 days prior written notice to be given to the Village in the event of cancellation. With the prior consent of the Village, should any portion of the Services performed be sub-contracted, the Contractor will ensure that each sub-contractor also maintains during the course of this Agreement insurance coverages which are in like form and with limits as those to be carried by the Contractor.

## **INDEMNITY**

43. The Contractor further agrees to indemnify and save harmless the Village including without limitation, its employees, agents, and elected officials from all damages, losses, claims, costs, expenses, actions or proceedings arising out of or caused by the negligent or wrongful acts of the Contractor, its employees, servants, sub-contractors and/or agents.
44. The Contractor agrees to indemnify and save harmless the Village including without limitation, its employees, agents, and elected officials from and against all suits, claims, losses, damages, expenses and costs of any nature or kind whatsoever, including lawyers' fees, arising from the Contractor or Contractors' employees or agents negligence or breach of copyright, patent, or any other right of any person towards any person(s) or property in connection with the performance of this Agreement.



45. The provisions of this indemnity are paramount to any insurance requirements herein and shall survive the term of this Agreement.

### **CONFLICT OF INTEREST**

46. The Contractor declares that the Contractor has no financial interest, directly or indirectly, in the business of any third party that would be or be seen to be a conflict of interest in carrying out the Services.

In the event an interest is acquired or the Contractor should be found to be in a potential conflict of interest during the performance of the Services, the Contractor shall be required to advise and cure the conflict forthwith to the Village's satisfaction or shall be disentitled to any compensation under this Agreement.

The Contractor warrants and represents that any employee assigned to work directly for the Village is not related to any staff or Council member.

### **FORCE MAJEURE (ACT OF GOD)**

47. Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God, or to any other cause or similar force majeure event beyond its control, except labour disruption.
48. In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.
49. Should the force majeure event last for longer than 30 days, the Village may terminate this Agreement by notice to the Contractor without further liability, expense or cost of any kind.

### **ASSIGNMENT**

50. The Contractor shall not assign (in any manner including by operation of law) or sub-contract any of its obligations under this Agreement without the prior written consent of the Village.

### **GOVERNING LAW**

51. This Agreement shall be governed by and construed in accordance with the laws and courts of the Province of British Columbia and shall in all respects be treated as a British Columbia contract.

### **MEDIA CONTACT**

52. The prior written approval of the Village is required for any news release, interview, other print/electronic media, or trade contacts that relate to this Agreement. Such written approval is generally not given.

## **SEVERABILITY**

53. All paragraphs and covenants contained in this Agreement are severable, and in the event that any of them shall be held to be invalid, unenforceable or void by a court of a competent jurisdiction, such paragraphs or covenants shall be severed and the remainder of this Agreement shall remain in full force and effect.

## **WAIVER**

54. The Village may at any time insist upon strict compliance with this Agreement regardless of past conduct or practice with this or any other Contractor.

## **NOTICE**

55. All notices under this Agreement shall be in writing and shall be deemed received, if properly sent to the addresses or to the fax number of the party provided below (or to such substitute address or fax number as may by notice have been substituted):

- a) By mail, on the fifth day following date of mailing; or
- b) By registered mail, on the seventh day following date of mailing; or
- c) By fax, on the business day following date of transmission.

To the Contractor: [NAME OF INDIVIDUAL]  
[COMPANY LEGAL NAME]  
[FULL ADDRESS]

To the Village: Lorna Dysart  
Chief Administrative Officer  
Village of Belcarra  
4084 Bedwell Bay Road  
Belcarra, B.C., V3H 4P8  
[ldysart@belcarra.ca](mailto:ldysart@belcarra.ca)  
Fax: 604-939-5034

## **COMPLIANCE WITH LAWS**

56. In carrying out its obligations hereunder, the Contractor shall familiarize itself and agrees to continuously conform to and to ensure its employees, agents and servants continuously conform to, all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities and conditions, and shall obtain all necessary licenses, permits and registrations as may be required by law.
57. The Contractor shall pay and discharge all wages, fees, salaries, charges, costs and expenses due and accruing due to any of its employees, agents, suppliers and subcontractors and shall make and remit to the proper authorities all deductions therefrom required by law.
58. If the Village requests, the Contractor shall furnish evidence of such compliance to the Village forthwith.

### **USE OF TRADEMARKS**

59. The Contractor acknowledges the proprietary interest of the Village in all names, trademarks, crests, or logos owned by the Village and shall not use any Village name, trademark, crest or logo without the written consent of the Village.

### **INTERPRETATION**

60. Headings are included in this Agreement for convenience of reference only and do not form part of this Agreement.

### **COUNTERPARTS**

61. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Agreement will be of no force or effect until executed by both parties. This agreement may be executed by facsimile or scanned electronic copy.

### **ENUREMENT**

62. The provisions of this Agreement shall enure to the benefit of and be binding upon the Contractor, the Contractor's heirs, executors, administrators and assigns, and the Village, its successors and assigns.

### **NON-DISCLOSURE**

63. This Agreement is considered Confidential Information.

### **ENTIRE AGREEMENT/MODIFICATION**

64. This Agreement AND IN ADDITION THE RFP, RFP RESPONSE AND ANY ADDENDA or other applicable documents comprises the whole agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

Indicate your acceptance of this offer by signing and returning three copies of this Agreement.  
**AGREED AND ACCEPTED**

\_\_\_\_\_  
Signature per Village of Belcarra

\_\_\_\_\_  
Signature per Contractor

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

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

\_\_\_\_\_  
Title (print)

\_\_\_\_\_  
Title (print)

\_\_\_\_\_  
Date (print)

\_\_\_\_\_  
Date (print)

NOTE: This Agreement is not valid unless signed by an authorized agent of the Village of Belcarra.