



REGIONAL DISTRICT OF BULKLEY-NECHAKO

REQUEST FOR PROPOSALS

for the

**Omineca Ski Club Trail Lighting
Improvement Project**

2019-RDBN-OSC

Request Issued: July 16, 2019

**Closing Date: August 3, 2019
Time: 3:00 PM, Local Time**

**Economic Development Department
Regional District of Bulkley-Nechako
Box 820, #37-3rd Ave.
Burns Lake, B.C.
V0J 1E0**



REGIONAL DISTRICT OF BULKLEY-NECHAKO
REQUEST FOR PROPOSALS
Omineca Ski Club Trail Lighting Improvement Project

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DEFINITIONS

“CONTRACTOR or CONSULTANT” means the Proponent whose Proposal has been accepted by the Regional District and is awarded a contract by the Regional District to carry out the Work.

“PROPONENT” means the responder to this RFP.

“PROPOSAL” means a proposal to carry out the Work submitted by a Proponent in response to this RFP.

“RDBN” means the Regional District of Bulkley-Nechako.

“RFP” means this Request for Proposals.

“WORK” means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

1. INTRODUCTION

1.1. PURPOSE

The Regional District of Bulkley-Nechako is requesting the submission of Proposals from qualified consultants to provide electrical and project management services associated with the replacement of the existing trail lighting system at the Omineca Ski Club with underground wiring and LED fixtures, as well as the expansion of the system to include an additional 800-1200 meters of lit trail. The consultant will provide a complete project budget including costs for materials, machine work and electrical services.

1.2. BACKGROUND

The Omineca Ski Club is located 6 km south of Burns Lake, British Columbia, within Electoral Area “B” of the Regional District of Bulkley-Nechako (RDBN).

The Omineca Ski Club (OSC) facilities include a lit trail network. The network uses an old inefficient system and is in constant need of repairs due to the impact of the mountain pine beetle and climate change.

The project would replace 1600 m, including 49 existing lights with LED and re-feed underground. OSC is also expanding the existing lit trail system to include an additional 800-1200 meters of lit trail, including approximately 20-25 new light fixtures.



2. SCOPE OF WORK, SCHEDULE AND GENERAL REQUIREMENTS

2.1. SCOPE OF WORK

A. Background Information Review

- Review all available record drawings, maps and studies;
- Inspect and become familiar with site conditions and constraints;
- Obtain all utility and service as-built information; and
- Meet on-site with RDBN staff to review any potential conflicting utilities and general site restrictions.

B. Detailed Design and Cost Estimate

- Provide the detailed design drawings, specifications and a Class A construction estimate to RDBN staff for review and approval prior to continuing with the project.

C. Tendering and Construction

The RDBN reserves the sole and unfettered right to negotiate with the prospective consultant to minimize or change some of the requested duties prior to signing a contract.

2.2 SCHEDULING

Proponents will provide a proposed project schedule indicating the tasks and deliverables. Important milestones for the project include the following:

Activity	Proposed Completion Dates
RFP Closing	August 3, 2019
Award of Project	August 16, 2019
Site Visit with RDBN Staff	August 20, 2019
Project Completion	September 30, 2019

The above timelines are subject to change at the sole discretion of the RDBN and in accordance with this RFP. In the event that a change is made to any of the above dates prior to the RFP Closing Date, the RDBN will post any such change on BC Bid, if applicable.

2.3 GENERAL SERVICES

It is anticipated that the successful Proponent, along with any required sub-consultants, will provide the following general services as a minimum:

- Work collaboratively with RDBN staff.
- Assist the RDBN on warranty and guarantee claims and provide troubleshooting services after construction on an as required basis.



A. Safety Procedures

Prior to the start of the project, the successful Proponent is required to supply the RDBN with their safety procedure manuals. At this time the Proponent will also be informed of the RDBN's safety requirements. During the progress meetings, safety issues must be discussed and addressed.

3. INSTRUCTIONS TO PROPONENTS

3.1. SUBMISSION OF PROPOSALS

Proposals will be accepted in hardcopy or electronically.

The Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the RFP project title, and be addressed to the following:

**Economic Development Department
Regional District of Bulkley-Nechako
Box 820, 37-3rd Ave.
Burns Lake, B.C.
V0J 1E0**

Or Via email to: **nellie.davis@rdbn.bc.ca**

Proposals must be received on or before the **Closing Time** of:

**TIME: 3:00 PM, local time
DATE: Saturday, August 3, 2019**

It is the Proponent's sole responsibility to ensure its Proposal is received at the address set out above by the Closing Time.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by email or hard copy.

Email: **nellie.davis@rdbn.bc.ca**

Hard copy: **Economic Development Department
Regional District of Bulkley-Nechako
Box 820, 37-3rd Ave.
Burns Lake, B.C. V0J 1E0**

It is the Proponent's sole responsibility to ensure the revisions are received by the RDBN prior to the Time of Closing.

Proposals received after the Closing Time will not be accepted or considered and will not be returned.

3.2. INQUIRIES

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 doubts as to the meaning or intent of any provision, should immediately notify the Regional District project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by the Regional District. All Addenda is to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between the Regional District directors, trustees or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum.

4. GENERAL TERMS OF PROPOSAL PROCESS

4.1. PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the Regional District, or any of its member municipalities, will be accepted. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

4.2. PROPOSAL CONTENT

Content to be included in the Proposal at a minimum includes:

- Full name, address and telephone number of the submitting company of the Proponent and where applicable, the name, address and telephone number of any branch office, affiliate or sub-consultant(s) that will be involved in the project.
- Project Manager: The Proposal shall identify the proposed project manager who will be the single point of contact, responsible for direct interaction with the Regional District. State his/ her position and professional discipline. Describe the work to be performed by the project manager, his/ her qualifications and substantive experience directly related to the proposed Work.
- Statement of Understanding: In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to complete the project. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP.
- Methodology: The Proposal shall contain an outline of strategies and skills that will be used to manage the project's expectations, resources, budget and to ensure quality control. Discuss how each task will be carried out and what services or interaction is required from/with the Regional District. Suggest alternative, if appropriate. Identify any specialized equipment, unique approaches, or concepts or cost saving measures which your company may use relevant to the required services.
- Project Schedule: The Proposal is to include a detailed schedule with dates for deliverables and key project milestones.



- **Estimate of Costs:** The Proposal is to include a detailed cost estimate for all tasks related to the proposed scope of work. Costs are to include all expenses, including materials, fees, sub-consultant expenses and disbursements. The total maximum budget for the project is to be \$199,231, including all applicable taxes, but excluding GST.

Prior to commencement of tendering and/or construction services, the proposed costs will be reviewed and agreed upon by both parties.

A schedule of hourly rates for all personnel proposed, equipment and disbursement rates for the project shall be included in the Proposal. Ensure sufficient detail is provided to facilitate evaluation of level of effort by task and cost.

Fee Estimates must include all applicable taxes but show taxes as separate items.

- **References:** The Proposal shall provide no less than three (3) references that are relevant to the proposed Work. The references should be from a party who can provide information about the performance of the Proponent in delivering services for the experience cited.
- **Insurance:** The Proposal shall include information regarding insurance protection, specifically:
 - Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the RDBN as an additional insured,
 - (ii) be endorsed to provide the RDBN with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - Professional Liability Insurance – Amount and Expiry Date
 - Automobile Insurance – Amount and Expiry Date
 - Worksafe BC certificate of compliance

4.3. PROPOSAL INNOVATION

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject that may, along with other things, indicate cost initiatives, improved environmental impacts, reduced risk, improved management or administrative efficiencies, etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes.

4.4. PROPOSAL PRESENTATION

The Regional District reserves the right to request one or more of the Proponents whose submissions are of particular interest to the Regional District, to make an oral presentation to the Regional District.

4.5. PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION

All submissions become the property of the Regional District and will not be returned to the Proponent. The Regional District will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.



Proponents should be aware that the Regional District is a “public body” as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

Budget and Timeline

The maximum budget for all aspects of the project including applicable taxes (but excluding GST) is \$199,231. The budget must include costs for:

- 1) Replacing 49 existing lights with LED fixtures
- 2) Re-feeding 1600 m of existing wiring underground
- 3) Installing approximately 800-1200 m of new underground wiring
- 4) Installing approximately 20–25 new LED fixtures and poles

Payment schedule and project milestones to be determined by the RDBN and Contractor.
The work must commence upon signing of the agreement and be complete by September 30, 2019.

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the RDBN, or any of its member municipalities, will be accepted. The RDBN shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

Timelines:

Completion Date	Activity	Method
07/16/19	RFP Issued	Email
07/26/19	Last date to submit RFP questions to RDBN	Email
07/29/19	Answers to submitted questions sent to all proponents	Email
08/03/19	RFP Deadline	Email
08/16/19	Notification to vendors of successful proponent	Email/Phone
08/20/19	Site visit with RDBN Staff	In-Person
As Required	Progress inspection site visits	In-Person
09/30/19	Final Inspection by RDBN Staff	In-person



4.6. CONFLICT OF INTEREST

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Regional District, its elected or appointed officials or employees, any property ownership direct or indirect in the Area “B” jurisdiction. The Regional District may rely on such disclosure.

4.7. NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, 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 Proponents 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 other party in connection with the making of the Proposal.

4.8. LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the Regional District in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

4.9. SUB-CONTRACTORS AND SUB-CONSULTANTS

The Proposal shall include the company name of all sub-contractors and sub-consultants proposed to be used in the performance of the Work with a description of the work they would be performing.

The sub-contractors and sub-consultants listed in the Proposal may not be changed without the written consent of the Regional District. If the Regional District so requires, the Proponent shall be prepared to confirm to the Regional District the competence of sub-contractors and sub-consultants prior to acceptance of the Proposal.

4.10. WORKERS COMPENSATION ACT

The Proponent, and any proposed sub-contractors and sub-consultants, should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

4.11. PROPOSAL EVALUATION

The Regional District recognizes that “Best Value” is the essential part of purchasing a product and/ or service and therefore the Regional District may prefer a Proposal with a higher price, if it offers greater value and better serves the Regional District’s interests, as determined by the Regional District, over a Proposal with a lower price.

Appendix “A” contains the information regarding how Proposals will be evaluated. The evaluation team will not be limited to the criteria listed in Appendix “A”, and the evaluation team may consider other criteria that the team identifies as relevant during the evaluation process. However, any criteria considered will be applied evenly and fairly to all Proposals.



The Regional District, at its sole discretion, reserves the right to:

- reject any or all Proposals whether complete or not;
- reject any Proposal it considers not in its best interests;
- waive any minor irregularity or insufficiency in the Proposal submitted;
- not be liable for misunderstandings or errors in the Request for Proposals;
- issue addenda to the Request for Proposals;
- contact references provided by the Proponents;
- retain independent persons or contractors for assistance in evaluating Proposals;
- request points of clarification to assist the Regional District in evaluating Proposals;
- negotiate changes with the successful Proponent;
- award separate contracts for separate work components; and
- withdraw the Request for Proposals.

4.12. NO CONTRACT

This RFP is not a tender and does not commit the Regional District in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the Regional District by this RFP or submissions prior to the completed execution of a formal written Contract.

4.13. ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal will be made via phone call and in writing from the Regional District and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with the Regional District to perform the works or services set out and agreed upon in the Proposal.

The agreement that the successful Proponent will be expected to execute with the Regional District will contain terms similar to those contained in the draft Consulting Services Agreement provided in Appendix "B". The agreement attachments will include the entire Request for Proposal, the Proponent's total Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.



APPENDIX “A” - REQUEST FOR PROPOSALS EVALUATION FORM

Proponent's Name: _____			
Project Title: Omineca Ski Club Improvement Project			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Sub-consultant list submitted		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Hourly rates provided		
	Maximum or upset fee included		
	Complete proposal as requested		
	Proposal received prior to closing		
Step 2:		Assigned Points	Points
Proponent (30 points)	Qualifications of firm and project team members	10	
	Experience of firm and project team members	10	
	Past Performance / References	5	
	Resources	5	
Proposal (50 points)	Statement of Understanding	5	
	Methodology	20	
	Scheduling	10	
	Project Team - Level of Effort	5	
	Clarity of Proposal	10	
Price (20 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (20% weight)	20	
Total Score	Proponent + Proposal + Price Scores	100	

RFP Evaluation Procedure:

1. Requests for Proposals (RFP's) shall be reviewed by an Evaluation Team, which shall consist of at least two RDBN staff members.
2. Each Evaluation Team member shall complete the RFP Evaluation Form for each Proposal.
3. Evaluation Team Members will use the following list of questions to complete the RFP Evaluation Form:



Proponent Evaluation

- (i) **Qualifications of Firm and Project Team Members**
Are the firm and project team members specialized and qualified in the nature of the project work?
- (ii) **Experience of Firm and Project Team Members**
Has the firm completed similar projects during the last three years? Do the assigned project team members have experience with similar projects?
- (iii) **Past Performance**
Is the firm's record of past performance sound? Do reference checks reveal weaknesses? Was an abnormal level of monitoring required? Does the firm consistently complete assignments on time and within budget?
- (iv) **Resources**
Does the firm have ample resources (e.g. staff, equipment, etc.) to apply to this project?

Proposal Evaluation

- (i) **Statement of Understanding**
Do the objectives, scope, work plan, and prediction of results comply with the terms of reference and project objectives?
- (ii) **Methodology**
Is the methodology clear and in sufficient detail to cover all necessary aspects? Does the Proposal reflect the required understanding of the project? Is each task clearly outlined and in logical sequence?
- (iii) **Scheduling**
Does the Proposal indicate that the achievement of objectives will be met according to an acceptable schedule? Are they within the timelines set by the terms of reference (if outlined in the terms of reference)? Are problems or delays accounted for? Is timing realistic for the project?
- (iv) **Project Team**
Is the level of effort (total hours) adequate, low or high? Are the hours of professionals involved adequate, low or high? Is the proportion of professional vs. technical hours adequate or appropriate?
- (v) **Clarity of Proposal**
Is the Proposal clear, concise, and logical?

Price Evaluation

- (i) **Total Price** (within total maximum project budget of \$199,231)
4. Upon completion of Step 2, the Evaluation Team shall determine, by consensus, the score for each Proposal and will forward these scores to the Board for its consideration to select the successful Proponent.



APPENDIX "B" – DRAFT GENERAL SERVICES AGREEMENT

GENERAL SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2019.

BETWEEN:

REGIONAL DISTRICT OF BULKLEY-NECHAKO
37-3rd Ave., Box 820
Burns Lake, British Columbia, V0J 1E0

(hereinafter called the "Regional District")
OF THE FIRST PART

AND :

(hereinafter called the "Consultant")
OF THE SECOND PART

WHEREAS the Consultant has agreed to provide certain professional services to the Regional District in connection with a certain project described as follows:

AND WHEREAS the parties hereto wish to set out herein their respective rights and obligations.

NOW THEREFORE, the Regional District and the Consultant in consideration of their mutual rights and obligations as hereinafter set forth do hereby agree as follows:

Article 1 Consultant's Duties

1.1 The Consultant shall provide to the Regional District all services set out in the Request for Proposal (attached hereto as Schedule "A") and the Consultant's Proposal (attached hereto



as Schedule "B"), both of which form part of this agreement.

- 1.2 In performing the Services under this Agreement, the Consultant shall, at all times, act in the best interests of the Regional District and exercise that degree of professional skill, care and diligence required according to generally accepted professional science and engineering standards applicable to the performance of such Services at the time and place the Services are performed.
- 1.3 It is agreed that in awarding the professional services encompassed within this agreement to the Consultant, the Regional District has relied upon the Consultant's representations concerning the experience of certain identified personnel in the employ of the Consultant. It is agreed that, in performing the services under this agreement, the Consultant shall assign such identified personnel to the project.
- 1.4 The Consultant shall request of the Regional District any information or data contained in Regional District files which the Consultant requires in order to perform the services. The Regional District is only obligated to provide to the Consultant information and data that is pertinent to the terms of reference and work program set out in Schedules "A" and "B". The Consultant may rely on such information or data as may be provided by the Regional District without independent verification.
- 1.5 To ensure that the Project is processed in a timely manner, the Consultant and the Regional District will apply their best efforts to meeting the following deadlines:
 - a) Phone call inquiries from the Regional District will be returned within 24 hours;
 - b) Public inquiries to the Consultant on technical issues will be returned within 48 hours;
 - c) Meetings will be scheduled within 5 working days from date of request;
 - d) Review comments for material submitted by the Consultant will be processed by the Regional District within 14 days of receipt.
- 1.6 At the commencement of the Project, the Consultant shall, at the Regional District's request, provide the Regional District with a detailed analysis of the cost estimate for each component of the project including a monthly and cumulative cash flow relative to the approved schedule of work. The cost estimates for fees and disbursements shall be as set out in Schedule "B".

Costs which have not been identified by the Consultant in the cost estimate will not be paid by the Regional District without prior approval and confirmation in writing. No payment shall be made to the Consultant for cost overruns that have not been the subject of prior notice and approval by the Regional District.

Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Regional District.

Article 2 Fees and Disbursements

- 2.1 Invoices may be rendered on a monthly basis prorated to the work completed or, at the conclusion of each phase by the Consultant to the Regional District and shall be delivered to the Regional District of Bulkley-Nechako, Box 820, 37-3rd Ave., Burns Lake, British Columbia, V0J 1E0. Invoices shall be payable in full by the Regional District within thirty (30) days of receipt.
- 2.2 The Consultant shall provide all necessary and sufficient substantiation to the Regional District in order to verify any invoice upon request. If the Regional District is unable to verify any invoice within the said period, any payment by the Regional District either may be withheld or may be made and treated as an advance pending verification of the invoice.



- 2.3 Any necessary adjustments which have not been made prior to payment of an invoice may be made by the Regional District at the time of a later payment. If the Regional District is shown to have overpaid, the Regional District may deduct the amount from any other sums due to the Consultant from the Regional District or the Consultant shall pay the amount to the Regional District within thirty (30) days of the amount being agreed upon or otherwise established.
- 2.4 The Regional District may request the Consultant to submit prior to payment of the final invoice a statutory declaration or other proof that there are no outstanding costs, assessments, liens or claims in connection with the project.

Article 3 Confidentiality, Ownership and Use of Documents and Materials

- 3.1 The Consultant shall act in a confidential manner and make his best efforts to keep confidential all communications, plans, specifications, reports or other information used in connection with the project unless the same are stated by the Regional District to be in the public domain except as required by law; or by prior written consent of the Regional District. The Consultant shall instruct all his employees and agents of the obligations under this Article.
- 3.2 All studies, reports, drawings, plans, designs, specifications, models, photographs, software; i.e. custom applications, digital data, etc., and other intellectual properties and materials developed for the Regional District are the property of the Regional District regardless of whether the project proceeds and the Regional District reserves the copyright, patent and trademark therein and in the work executed there from and they shall not be used on any other work without the prior written agreement of the Regional District.
- 3.3 The Regional District acknowledges and agrees that the Consultant's Services have been provided for a specific purpose. Any reuse, modification, or misuse of the Consultant's studies, reports, drawings, plans, designs, specifications, models, software, processes, documents, or other information by the Regional District or third parties shall be at the Regional District's sole risk and responsibility.

Article 4 Special Tools and Equipment

- 4.1 All necessary special tools, equipment and other things shall be acquired by the Consultant solely at the Consultant's cost and shall be the property of the Consultant unless the Regional District specifically authorizes the purchase of a specific item at the Regional District's expense.
- 4.2 The cost of special tools, equipment and other things that have not been specifically identified in detail by the Consultant or specifically authorized in writing by the Regional District during performance of the project shall be considered to be within the overhead of the Consultant.
- 4.3 If the Regional District specifically authorizes, in writing, that the Consultant shall purchase any special tool, equipment, or other things at the expense of the Regional District then such items shall become the property of the Regional District. The Consultant shall bear the risk of loss or damage, normal wear and tear excepted, to all such items for the time when such items are out of the possession and control of the Regional District. Upon completion of the project, the Consultant shall deliver all such special tools, equipment and other things to the Regional District.



Article 5 Sub-Consultants and Sub-Contractors

- 5.1 The Consultant may, with the prior written approval of the Regional District, engage the services of sub-consultants or sub-contractors to perform work which the Consultant is unable to perform.
- 5.2 The Consultant shall advise the sub-consultants and sub-contractors in writing prior to their participation in the project of the duties and obligations arising out of this agreement between the Consultant and the Regional District.
- 5.3 The Consultant shall be responsible to the Regional District for all work carried out by sub-consultants and sub-contractors in connection with the project as if such work had been performed by the Consultant.
- 5.4 The Consultant shall be responsible to the Regional District for the acts and omissions of all sub-consultants and sub-contractors, their employees and agents, as if such sub-consultants and sub-contractors, their employees and agents, were persons directly employed by the Consultant.

Article 6 Termination and Suspension

By the Regional District:

- 6.1 If the Consultant is in default in the performance of any of his material obligations set forth in this agreement, then the Regional District may, by written notice to the Consultant, require such default to be remedied.

If, within thirty (30) days after delivery of such notice, such default shall not have been corrected or reasonable steps to correct such default have not been taken, the Regional District may, without limiting any other right or remedy the Regional District may have, immediately terminate this agreement and discharge its obligations under this agreement by paying for the cost of the services rendered and disbursements incurred by the Consultant and remaining unpaid as of the effective date of the termination.
- 6.2 If the Regional District decides for any reason not to proceed with the Project, the Regional District may terminate this agreement by giving thirty (30) days prior written notice to the Consultant. Upon receipt of such written notice, the Consultant shall perform no further services other than those reasonably necessary to close out the project.

In such event, the Consultant shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.



By the Consultant:

- 6.3 If the Regional District is shown to be in default in performance of any of its material obligations set forth in this agreement, then the Consultant may, by written notice to the Regional District, require such default to be corrected.

If, within thirty (30) days after receipt of such notice such default shall not have been corrected, or reasonable steps have not been taken to correct such default, the Consultant may, without limiting any other right or remedy he may have, immediately terminate this agreement. In such an event, the Consultant shall be paid by the Regional District for all services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

- 6.4 If the Consultant's services are suspended by the Regional District at any time for more than thirty (30) days through no fault of the Consultant, then the Consultant shall have the right at any time until such suspension is lifted by the Regional District, to terminate this agreement upon giving written notice thereof to the Regional District.

In such event, the Consultant shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension.

Article 7 Compliance With Laws

- 7.1 The Consultant shall comply with all applicable bylaws and regulations of the Regional District and all applicable laws of the Province of British Columbia and the Government of Canada. Without restricting the generality of the foregoing, the Consultant shall abide by all provisions of the Workers' Compensation Act of British Columbia and upon request by the Regional District shall supply proof that all assessments have been paid.
- 7.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

Article 8 Insurance

8.1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:

- (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
- (i) include the Regional District as an additional insured,
 - (ii) be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.



8.2. All insurance described in Article 8 of this Schedule must:

- (a) be primary; and
- (b) not require the sharing of any loss by any insurer of the Regional District.

8.3. The Contractor must provide the Regional District with evidence of all required insurance as follows:

- (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Regional District evidence of all required insurance in the form of a completed Certificate of Insurance;
- (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the RDBN within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Certificate of Insurance; and
- (c) despite paragraph (a) or (b) above, if requested by the RDBN at any time, the Contractor must provide to the RDBN certified copies of the required insurance policies.

8.4 The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

8.5 The Consultant shall, at all times, indemnify and save harmless the Regional District and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage, inclusive of claims made by third parties, to the extent directly attributable to the negligent acts, errors, or omissions of the Consultant.

The Regional District shall, at all times, indemnify and save harmless the Consultant and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage, inclusive of claims made by third parties, to the extent directly attributable to the negligent acts, errors, or omissions of the Regional District.

Article 9 Arbitration

9.1 All matters in dispute under this agreement may, with the concurrence of both the Regional District and the Consultant, be submitted to arbitration to a single arbitrator appointed jointly by them and the provisions of the Commercial Arbitration Act shall apply.

9.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the project or in the affairs of either the Regional District or the Consultant.



Article 10 Independent Contractor

10.1 Nothing in this agreement or the Consultant's performance of his duties under this agreement shall constitute or create an employer-employee relationship. The Consultant shall act solely as an independent contractor and not as an employee or agent of the Regional District and is not authorized to create obligations on the part of the Regional District to third parties.

Article 11 Waiver

11.1 Any failure of the Regional District at any time to enforce or require strict compliance with any of the terms of this agreement shall not constitute a waiver or relinquishment of any such terms and the same shall remain at all times in full force and effect.

Article 12 Records and Audit

12.1 The Consultant shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than twelve (12) months after completion of the Project or for such extended period as the Regional District may request in advance and in writing.

12.2 The Consultant shall permit the Regional District to inspect, audit and copy all records, accounts, statements and other relevant documents of the Consultant relating to the Project at all reasonable business hours in the offices of the Consultant unless otherwise agreed in writing by the parties.

Article 13 Successors and Assigns

13.1 This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns.

13.2 Neither party may assign this agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

Article 14 Notices

14.1 All notices required by this agreement to be given by either party shall be deemed to be properly given and received within five (5) business days, if made in writing to the other party, by registered mail, or facsimile addressed to the regular business address of such party.

Article 15 Term

15.1 The parties hereto agree that the Term of this Consulting Services Agreement will be

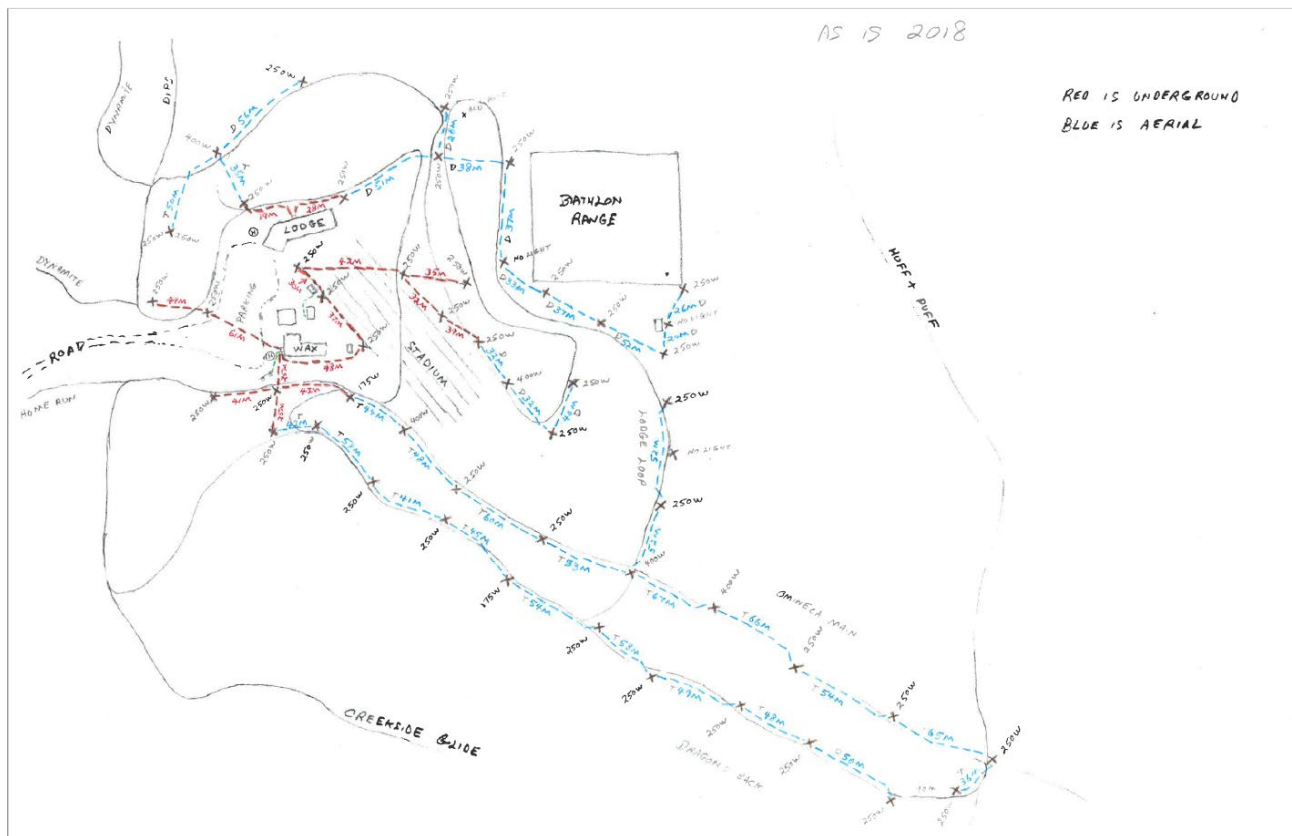


Article 16 Entire Agreement

- 16.1 This agreement constitutes the sole and entire agreement between the Regional District and the Consultant relating to the Project and supersedes all prior agreements and communications between them whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties whether expressed or implied shall form a part hereof.
- 16.2 The Consultant, by signing this agreement, is agreeing in writing to be the Principal Consultant and agrees to perform all the duties and responsibilities of the Principal Consultant as set out in the most current edition of the Workers' Compensation Board, Occupational Health and Safety Regulation including amendments and the duties and responsibilities normally required of a consultant by the Workers' Compensation Board.
- 16.3 Wherever the masculine gender is used in this agreement it includes the feminine and body corporate where the context so requires.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

<p>The signatures of the Signing Authority of the REGIONAL DISTRICT OF BULKLEY-NECHAKO was hereto affixed:</p> <hr/> <p><i>Gerry Thiessen, Chair</i></p> <hr/> <p><i>Curtis Helgesen, Chief Administrative Officer</i></p>	<p><i>Corporate seal</i></p>
<p>CONSULTANT by its authorized signatories:</p> <hr/> <p><i>Authorized Signatory</i></p> <hr/> <p><i>Authorized Signatory</i></p>	





APPENDIX “D” – Proposed Lit Trail Expansion

