

District of Tumbler Ridge

Request for Proposal

Engineering Consulting Services Golf Course Road Upgrade

PROJECT INFORMATION

Project Number:	22FEME6001 - 2
Name of Project:	Golf Course Road Upgrade
Project Location:	Tumbler Ridge, BC
Date Request for Proposal Issued:	August 9, 2022
Deadline for Questions	August 19, 2022 @ 5:00pm (MST)
Deadline Date for Submissions:	August 29, 2022 @ 5:00pm (MST)
All Questions / Responses/Submissions shall be made to:	Joseph Thoms – Beairsto and Associates
Email Address:	josepht@baseng.ca
Address:	1212 1 st Street SE Calgary AB, T2G 2H8
Contact Number:	403 455 5537



PART 1 - INTRODUCTION

1.1 Invitation to Submit Proposal

The District of Tumbler Ridge invites Proponents to submit a proposal for the provision of Engineering Consulting Service for the Design and Construction Management of Golf Course Road further described in PART 3 – Proposal Deliverables.

The District intends to select the proponent who presents and is able to complete, a proposal that fulfills the District's objectives to the greatest degree and best satisfies the evaluation criteria as set out in this RFP.

For the purposes of this procurement process, the "District Contact" shall be

District Contact:

Email:

1.2 Contract for Deliverables

The selected proponent will be requested to enter into negotiations for an agreement with the District of Tumbler Ridge for the provision of the Deliverables in the form attached as **Appendix A** to the RFP. It is the District of Tumbler Ridge intention to enter into the Form of Agreement based on that attached as Appendix A to the RFP with only one (1) legal entity. The term of the agreement is to be for the period of time to complete the projects.



PART 2 - INSTRUCTIONS TO PROPONENT

2.1 Schedule of Events

Proponents should submit their proposals according to the following schedule and instructions. The following schedule is an estimated timeframe of events for the proposed RFP, which may be subject to change by the District throughout this process.

Issuing of Proposal	August 9, 2022
Deadline for Questions	August 19, 2022
Submission of Proposal Deadline	August 29, 2022

2.2 Proposals Should Be Submitted in Prescribed Manner

The proposal signed and dated will be received by email to

joseph@baseng.ca

RFP must be emailed at or prior to the predetermined time and date set forth or they will not be accepted for this Request for Proposal. RFP received late will not be considered.

Faxed proposals will not be accepted nor considered.

The District of Tumbler Ridge is not responsible for the timeliness of documents emailed nor will the District accept any RFP emailed to the wrong email address.

2.3 Withdrawing Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the District Contact and must be signed by an authorized representative. The District of Tumbler Ridge is under no obligation to return withdrawn proposals.



PART 3 – PROPOSAL DELIVERABLES

3.1 Purpose

The District of Tumbler Ridge is seeking proposals from qualified professional consulting firms to provide Design/Inspection services which include reviewing the existing road and infrastructure, survey, completing the final design, cost estimates, construction plans and specifications, and all permits as well as tendering assistance. Construction administration for the work which includes, but is not limited to material removal, drainage improvements, utility coordination and bituminous pavement.

3.2 Scope of work

The objective of completing the scope includes the following but is not limited to:

- Preliminary engineering,
- Detailed design,
- Contract tender preparation including administrative support and evaluation,
- Construction services and contract administration,

Preliminary Engineering

- The Consultant shall meet with District of Tumbler Ridge representatives to review project scope and complexity, design criteria, and related requirements and view existing conditions.
- Conduct environmental assessments to evaluate, document and any potential construction implications and prepare an environmental Risk Assessment for the project.
- Gather and review all information required for design, notification, acquiring permits and approvals. All work shall be in compliance with the conditions, requirements and restrictions of the various permits and approvals issued for this project.
- Topographical survey
- Utility locates
- Review of recent geotechnical investigation (to be provided to the successful proponent)

Detail Design

- The Consultant shall prepare detailed drawings, specifications and other data relating to water and sanitary upgrade.
- Prepare and submit all required environmental documents Obtain all required permits, crossing agreements, licenses and approvals.
- The Consultant shall submit a Construction Cost Estimate.



Contract tender preparation including administrative support and evaluation

- Prepare Tender documents, specifications, and drawings using the relevant contract.
- Provide response(s) to the District for any questions during the public procurement process.
- Review bid submissions and confirm bid price calculations. Provide evaluation comments and recommendations to the District for the award of the construction contract.

Construction services and contract administration

- Prepare supplementary drawings when required to clarify the consultant's design intent.
- Review the Contractor's Schedule of Values, review of fabricators' and suppliers' shop drawings, material samples and equipment, and other required submissions.
- The consultant shall attend biweekly jobsite meetings and make periodic visits to the jobsite to review the progress and quality of Work to determine if the Work is proceeding in accordance with the Contract Documents.
- Supervise all Construction activities
- The consultant shall provide a substantial completion observation of the installation and develop a final punch list for the project, collect operations & maintenance manuals, warranties, as-built marked up drawings and other close out documents from the installing contractor and reproduce Auto CAD file and PDF of as-built drawings from marked up drawings and submit to the District of Tumbler Ridge for project close out.
- Review of the Contractor's applications for payment, and determine that amounts invoiced are in reasonable agreement with the Schedule of Values and invoiced amounts.
- Weekly construction reports
- Prepare monthly progress payments to be submitted to the District for final review and processing.
- Facilitate a final construction inspection.

Post Construction

- Submissions of a Construction Completion Certificate.
- Submission of record drawings to the District.
- Submission of a final details and a summary report to the District.
- Manage/correct warranty issues as they arise and coordinate repairs with the Contractor. Warranty inspection prior to the expiration of the warranty period.



3.3.1 Methodology

Proponents are to provide written responses and their approach to the Scope of Work outlined above. This should include but is not limited to:

- (a) A detailed plan to complete the Scope of Work;
- (b) A schedule indicating the start date, completion date, submission deadlines and major milestones of the project; and
- (c) The proposal shall detail the methodology, proposed number of meetings and site visits, reporting methods, reporting periods, public consultation and list of stakeholders;



PART 4 – PROPOSAL FORMAT

Proposals shall contain the following and should be organized in the following format using the sequence provided below to facilitate evaluation and to ensure each proposal receives full consideration.

4.1. Executive Summary

Summary touching on pertinent points in the proposal you wish to highlight, including an overview of the project schedule and costs.

4.2. Corporate Profile, Qualifications and Experience

- Corporate information - organization size, structure, location, affiliates, number of staff and company's history;
- Identification of any sub-consultants or partners that are included as a part of the assigned project team, including the relationship between the proponent and any sub-consultants (i.e. past projects completed together);
- Summary of knowledge, skills and expertise in, Municipal Engineering Design Standards; and
- The number of years in operation and number of years providing similar services.

4.3. References and Past Performance on Similar Projects

Listing the proponent's related experience and expertise with three (3) similar projects within the past five (5) years. Projects should demonstrate the necessary knowledge, skills and expertise as they relate to the deliverables; all three (3) references should be from municipal government clients.

Project references must include:

- Project name;
- Client name;
- Name of the representative for the client, phone number and email address;
- Scope of Work/project summary;
- Contract dollar value; and
- Date and length of the project.

4.4. Project Team

Details should include the following:

- Identification and qualifications of the senior managers that will be engaged on the project with a description of related experience in performing work for similar projects;
- Identification and qualification of the project manager that will be responsible for the day-to-day delivery of the project with a description of related experience in performing work for similar projects. The details must clearly demonstrate the individual's skills and competency in performing work for similar projects;
- The roles and responsibilities of the proponent and any of its agents, employees and sub-consultants who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise in performing work for similar projects;
- An organizational chart indicating how the proponent intends to structure its working relationship with The District of Tumbler Ridge;
- Availability of key staff members/assigned project team and capacity to complete the work;



- Resumes should be provided for each key personnel, as a minimum should include education, experience, number of years with the proponent, or sub-consultant and the position within the company, recently completed projects of a similar nature and the role and responsibility the individual had on the identified projects; and

4.5. Project Understanding and Proposed Methodology

Detailing the organization's ability to satisfy, at minimum, all aspects of the project as outlined in this RFP. At a minimum this section shall include:

- Understanding of the overall project and the deliverables of the RFP;
- A project management plan identifying measures and practices employed to maintain schedule and cost control for the project including the steps the proponent's project manager would take to address unforeseen project concerns; and
- Identification of quality assurance processes.

4.6. Work Plan and Project Schedule for completing the Scope of Work for this RFP in accordance with the timelines identified above. Proponents are to include proposed timelines for required meetings with District of Tumbler Ridge staff for interviews to review project status and deliverables. Proposals should indicate anticipated meeting frequency and length.

4.7. A Detailed Cost Estimate to complete the full scope of work. The estimate shall include the number of days required to complete each of the tasks by each member of the consulting team. The proposal will include a table showing rates for all consulting team members. The Proponents shall provide information on the mark-up for disbursements.

4.8. Mandatory Forms must be included in the proposal as follows:

- Submission Form (Appendix B) completed and signed by an authorized representative of the proponent;
- Reference Form (Appendix C) completed.



PART 5 - EVALUATION OF PROPOSALS

Review and evaluation of the Request for Proposal submissions will encompass the Pass/Fail items for Mandatory Requirements and a points system for the Rated Criteria. The Proponent's submission should be organized and include sufficient information to provide for a ready evaluation of each parameter. Only complete and clear information will be evaluated, while incomplete or unclear submissions will be rated as "Fail" or scored accordingly.

5.1 Mandatory Requirements, Rated Criteria and Rectification

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Proponents submitting proposals that do not meet the mandatory requirements will be provided with an opportunity within the Rectification Period to rectify any deficiencies.

5.1.1 Mandatory Requirements

Section	Description	Evaluation
1	WorkSafe BC Clearance letter	Pass / Fail
2	EGBC Certification - Proponents shall provide proof of registration with EGBC and attach a copy of their Permit to Practice.	Pass / Fail
3	Insurance Requirements <ul style="list-style-type: none"> • Commercial General Liability Insurance (not less than \$2,000,000 per occurrence), said policy to indicate the Regional District as "additional insured"; • Professional Liability Insurance \$1,000,000.00 • Vehicle Third Party Liability (not less than \$2,000,000 per occurrence) 	Pass / Fail

5.1.2 Rated Criteria

Section	Description	Points
4	Corporate profile, relevant corporate experience.	10
5	Project team qualification and experience	25
6	A detailed cost estimate with unit rates and hours anticipated	10
7	References, from three (3) recent municipal government clients, for services provided similar to those requested in this RFP in the last five (5) years.	15
8	Provide a detailed plan that outlines an understanding of the project, the Scope of Work of this RFP, the proposed methodology, and the identification of scope items that may not be identified in the RFP but are essential for the successful completion of the project. See Section 3.3.1 for additional requirements	25



9	<p>Health, Safety and Environment Framework</p> <p>Provide a corporate approach to safety and the last five (5) years of safety statistics on projects managed.</p> <p>Identified potential environmental impacts and corporate mitigation measures to address them; and</p>	10
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PART 6 – TERMS AND CONDITIONS

6.1 General Information and Instructions

6.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.

6.1.2 Proposals in English

All proposals are to be in English only.

6.1.3 District's Information in RFP Only an Estimate

The District of Tumbler Ridge makes no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general size of the work. It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

6.1.4 Expenses:

District of Tumbler Ridge will not provide compensation or be responsible in any way for the costs, expenses, losses, damages or liability incurred by Proponents in the preparation of their response to this RFP.

6.2 Communication after Issuance of RFP

6.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising the RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information in writing by email to the District Contact on or before the Deadline for Questions. The District of Tumbler Ridge is under no obligation to provide additional information.

It is the responsibility of the proponent to seek clarification from the District Contact on any matter it considers to be unclear. The District of Tumbler Ridge shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process.

6.2.2 All New Information to Proponents by Way of Addenda

The RFP may be amended only by an addendum in accordance with this section. If the District of Tumbler Ridge, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP.

Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by the District of Tumbler Ridge. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

6.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda, the District of Tumbler



Ridge may at its discretion extend the Submission Deadline for a reasonable amount of time.

6.2.4 Verify, Clarify and Supplement

When evaluating responses, District of Tumbler Ridge may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal.

6.2.5 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

6.2.6 Proposal to Be Retained by District of Tumbler Ridge

The District of Tumbler Ridge will not return the proposal, or any accompanying documentation submitted by a proponent.

6.2.7 Litigation

Suppliers who have initiated legal proceedings against District of Tumbler Ridge are ineligible to submit a proposal in response to this RFP. For further information, please contact District Contact.

6.3 Negotiations, Notification and Debriefing

6.3.1 Selection of Top-Ranked Proponent

The top-ranked proponent, as established under Evaluation of Proposals, will receive a written invitation to enter into direct contract negotiations with the District of Tumbler Ridge.

6.3.2 Timeframe for Negotiations

The District of Tumbler Ridge intends to conclude negotiations with the top-ranked proponent within ten (10) days commencing from the date District of Tumbler Ridge invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Appendix B of the RFP Particulars, provide requested information in a timely fashion, and to conduct its negotiations expeditiously.

6.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process and the Submission Form (Appendix B) will not constitute a legally binding offer to enter into a contract on the part of the District of Tumbler Ridge or the proponent.

Negotiations may include requests by the District of Tumbler Ridge for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the District of Tumbler Ridge for improved pricing from the proponent.

6.3.4 Terms and Conditions

The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between District of Tumbler Ridge and the selected proponent.

6.3.5 Failure to Enter into Agreement

Proponents should note that if the parties cannot execute a contract within the allotted ten (10)



days, the District of Tumbler Ridge may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Terms and Conditions of the RFP Process and the Submission Form (Appendix B), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, the District of Tumbler Ridge may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, the District of Tumbler Ridge may discontinue further negotiations with the top-ranked proponent. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until the District of Tumbler Ridge elects to cancel the RFP process.

6.3.6 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations may be so notified at the commencement of the negotiation process. Once a contract is executed between the District of Tumbler Ridge and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

6.3.7 Debriefing

Proponents may request a debriefing after receipt of notification of award. All requests must be in writing to the District Contact and must be made within Ten (10) days of notification of award. The District will provide a written response to the proponent identifying how they ranked in the evaluation process and areas where the proponent may wish to improve for further proposals.

6.4 Prohibited Communications and Confidential Information

6.4.1 Prohibited Proponent Communications

The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

6.4.2 Proponent Not to Communicate with Media

A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the District Contact.

6.4.3 Confidential Information of District

All information provided by or obtained from the District of Tumbler Ridge in any form in connection with the RFP either before or after the issuance of the RFP

- (a) is the sole property of the District of Tumbler Ridge and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from the District of Tumbler Ridge;
and
- (d) shall be returned by the proponents to the District of Tumbler Ridge immediately upon the request of the District of Tumbler Ridge.



6.4.4 Confidential Information of Proponent

A proponent should identify any information in its proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the District of Tumbler Ridge. The confidentiality of such information will be maintained by the District of Tumbler Ridge, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to the District of Tumbler Ridge's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the District Contact.

6.4.5 Inappropriate Conduct

District of Tumbler Ridge may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of proposals containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honor its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by District of Tumbler Ridge, that constitutes a Conflict of Interest. District of Tumbler Ridge may also disqualify a proponent for any conduct, situation or circumstance that constitutes a Conflict of Interest in respect of this RFP process, as solely determined by the District of Tumbler Ridge. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

6.5 Procurement Process Non-binding

6.5.1 No Contract A and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor District of Tumbler Ridge shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honor a response to the RFP.

6.5.2 No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and District of Tumbler Ridge by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

6.5.3 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

6.5.4 Disqualification for Misrepresentation

District of Tumbler Ridge may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations or any other inaccurate,



misleading or incomplete information.

6.5.5 References and Past Performance

District of Tumbler Ridge's evaluation may include information provided by the proponent's references and may also consider the proponent's past performance on previous contracts with the District of Tumbler Ridge or other institutions.

6.5.6 Cancellation

The District of Tumbler Ridge may cancel or amend the RFP process without liability at any time.

6.6 Governing Law and Interpretation

6.6.1 Governing Law

The terms and conditions in this Part 3 – Terms and Conditions of the RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.



APPENDIX A – FORM OF AGREEMENT

The Form of Agreement for Consulting Services covered in this RFP, and to be executed between the District of Tumbler Ridge and the successful Proponents, is attached hereto as Appendix “A” to this RFP and is subject to change from time to time. Although the final wording of the provisions may be subject to negotiation, proponents should be prepared to enter into an Agreement to include the provisions as described in Appendix “A”.



HIS CONSULTING SERVICE AGREEMENT (the “Agreement”) dated: _____.

BY AND BETWEEN:

DISTRICT OF TUMBLER RIDGE, a municipal corporation formed pursuant to the Municipal Government Act, of the province of British Columbia (hereinafter referred to as the “District”)

OF THE FIRST PART
- and -

_____, a corporation formed pursuant to the laws of the Province of British Columbia (hereinafter referred to as the “Consultant”)

OF THE SECOND PART

WHEREAS the District is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide services to the District.

WHEREAS the Consultant is agreeable to providing such services to the District on the terms and conditions as set out in this Agreement.

NOW THEREFORE the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

The District designates (Name) _____, (Title) _____, as its District representative (“District Representative”) and, for the purposes of this Agreement, the District’s address shall be:

**District of Tumbler Ridge
305 Iles Way, PO Box 100,
Tumbler Ridge, BC V0C 2W0**

The Consultant designates (Name) _____, (Title) _____, as its representative and, for the purposes of this Agreement, the Consultant’s address shall be:

**(Name of Company)
(Address)
(Address)**



1. Services

The District hereby agrees to engage the Consultant to provide Consulting Services for _____ with District of Tumbler Ridge as outlined in the District’s Request for Proposal (“RFP”) _____, dated _____ (as set out and described in Scope of Work and the Consultant’s Proposal _____, dated _____ (as set out and described in Schedule “B”) attached hereto (collectively, the “Consulting Services”). The Consultant hereby agrees to provide such Consulting Services to the District. Any changes to the scope and/or costs of this Agreement must be pre-approved in writing by the (Director of Development Services for the District) _____, (Department) _____.

2. Term of Agreement

The Consultant hereby agrees to provide Consulting Services commencing on (Date) _____ and will remain in full force and effect through and including (Date) _____, subject only to any earlier termination of this Agreement as may hereinafter be provided for as outlined in this Agreement. Any changes in the Term of this Agreement will be in writing and mutually agreed upon by both parties, not to be unreasonably withheld.

3. Performance

The Consultant shall, in fulfillment of its duties hereunder, carry out such tasks as may be reasonably requested and to the satisfaction of the District, it being agreed and understood that all such duties shall be consistent with the Consultant’s expertise and experience. In performing the Consulting Services, the Consultant shall obey all applicable laws, regulations, rules and standards imposed by any government or the duly constituted public authority having jurisdiction over the parties to this Agreement or the Consulting Services to be performed. The Consultant also agrees to comply with all safety and security regulations imposed by the District from time to time.

4. Skill and Expertise

The Consultant hereby represents and warrants that it has, and during the Term of this Agreement shall continue to have, the requisite skills and experience necessary to perform the Consulting Services in accordance with the Terms and Conditions of this Agreement. The Consultant shall, at all times during the Term of the Agreement, act in the best interests of the District and shall perform the Consulting Services in a competent, good workmanlike and professional manner using care and diligence.

5. Compensation

For all Consulting Services rendered by the Consultant as required by this Agreement, the District will pay to the Consultant an amount not-to-exceed (Written dollar amount) _____ (\$00.00) excluding GST for services as follows:

	Total Value:



6. No Additional Payment for Unauthorized Work

No increase in the price of the work or any additional payment will be authorized by the District or made to the Consultant as a result of any change to the Agreement unless such increase or additional payment has been authorized in advance and in writing by the District's authorized representative. Only the District's authorized representative can make changes to this Agreement and all such changes must be in writing.

7. Invoices, Payments and Taxes

Unless specifically stated otherwise, all amounts in this Agreement are in: Canadian dollars (herein defined as "Cdn. dollars") in respect of Consulting and Services performed for the District. The Consultant agrees to invoice District in accordance with the following payment provisions.

7.1 All invoices shall be accompanied by such supporting documentation as the District may reasonably require from time to time. The District shall pay to the Consultant approximate invoice amounts within thirty (30) days of receipt of the applicable invoice. The Consultant agrees that any and all amounts on account of taxes (income or otherwise), pension plan contributions, unemployment insurance contributions or any other applicable regulations in respect of any fees paid to the government or other public authority by virtue of any law, rule or regulation in respect of any fees paid to the Consultant pursuant to the provisions of this Agreement, are the Consultant's responsibility and shall be paid by the Consultant. Should the District be obligated by law to make any payment or withholdings in respect of the Consulting Services, the Consultant hereby acknowledges that the District shall have the authority to make such payments or withholdings, and to deduct such amounts from fees payable to the Consultant under this Agreement. The Consultant hereby agrees to indemnify and hold harmless from and against any and all actions, claims, damages, costs and expenses whatsoever which may be brought against or suffered or incurred by the District, or which the District may incur, sustain or pay, arising out of or in any way connected with any remittances required by law in any jurisdiction in which the Consulting Services are being provided. The Consultant must state on each invoice the Purchase Order Number (herein defined as "PO#").

7.2 Where the Consultant is a non-resident of Canada, the District may be obligated by law to withhold an amount on the value of the Consulting Services rendered in Canada. Where it has such an obligation, the District will withhold the required amount from the amount of Compensation (as noted above in Paragraph 5. Compensation) to be paid to the Consultant and remit it to Canada Revenue Agency as required, unless the Consultant provides to the District a valid exemption certificate or waiver from withholding prior to performing the Consulting Services in Canada.

7.4 Subject to subsection (7.3) above, and only when applicable, the District will only reimburse costs for economy air travel and invoices received for either business or first-class air travel will be returned to the Consultant. Subject to subsection (7.3) above, the difference between the cost of economy fares and business/first class shall be the responsibility of the Consultant, and will not be reimbursed by the District.

7.5 At the end of each milestone payment during the Term of this Agreement the Consultant shall submit by e-mail an itemized invoice to "District of Tumbler Ridge" based on total number of hours of Consulting Services performed during the billing period, (if applicable). All invoices shall be addressed as follows and submitted by e-mail to joseph@baseng.ca



The Consultant must state on each invoice the PO#. The District will provide (i) the PO# to the Consultant, after full-execution of this Agreement), (ii) the Contract No. as recorded on the first page of this Agreement and (iii) the Consultant's goods and services tax registration number and identify whether the goods and services are taxable, exempt, zero-rated, or not applicable for the purpose of the goods and services tax.

And shall include at least the following:

- (i) Where applicable, time sheets for all Consulting Services performed during such month, providing a summary of the Consulting Services performed and the pre-approved expenses (if any) incurred during such month;
- (ii) A statement, directed to the District stating the invoice is for services rendered or materials supplied to "District of Tumbler Ridge";
- (iii) Copies of statements or original receipts for pre-approved expenses;
- (iv) A summary of fees, costs, and expenses payable by the District in respect of the invoices; and
- (v) A statement of sales tax and Federal Goods and Services Tax (herein define as, "GST") applicable to Paragraph (i) through (v) above, as a separate line item.

Consultant acknowledges and agrees to submit an invoice in accordance with the requirements of Paragraph 7.5 (i) through (v) above.

8. Confidentiality

In conjunction with providing the Consulting Services under this Agreement, it is acknowledged that the Consultant will have access to information ("Confidential Information") confidential to the business of the District. Confidential Information shall include, but is not limited to, financial information, intellectual property and engineering information or plans, business plans, concept plans, regulatory information, intellectual property and any other information owned by, used or concerning the District, which is not publicly known (including the terms of this Agreement and any information developed in conjunction with the Consultant providing the Consulting Services) and any other proprietary information, records, trade secrets and documentation owned by, used by or concerning the District, whether in written, oral, electronic or other form, whether disclosed before or after execution of this Agreement, whether or not specifically described or marked as confidential and whether provided by the District or an authorized agent of the District. Notwithstanding the foregoing, the release of information or intellectual property will be at the District's discretion. The Consultant covenants and agrees that all Confidential Information disclosed to the Consultant shall (a) be kept in strict confidence by the Consultant, (b) not be used, dealt with or exploited for any purpose or purposes other than the provision of the Consulting Services, and (c)

not be disclosed to any person or persons (other than the professional advisors of the Consultant, as required) unless required by law. This obligation will survive indefinitely upon termination of this Agreement.

The Consultant acknowledges and agrees that damages would be an inadequate remedy for breach of the foregoing obligations of confidentiality and that the District shall be entitled to



equitable relief (including injunction and specific performance) in addition to any other remedy available at law or in equity in respect of any such breach.

9. Non-Solicitation

Any attempt on the part of the Consultant to induce an employee to leave the District's employ, or any effort by the Consultant to interfere with the District's relationship with its employees or other Consultants would be harmful and damaging to the District.

The Consultant agrees that during the term of this Agreement, the Consultant will not in any way directly or indirectly:

- a) induce or attempt to induce any employee or other Consultant of the District to quit employment or retainer with the District;
- b) otherwise interfere with or disrupt the District's relationship with its employees or other Consultants;
- c) discuss employment opportunities or provide information about competitive employment to any of the District's employees or other Consultants; or
- d) solicit, entice, or hire away any employee or other Consultant of the District.

10. Ownership of Materials

All materials developed, produced, or in the process of being so under this Agreement, will be the property of the District. The use of the mentioned materials by the District will not be restricted in any manner. This includes, but is not limited to, raw data created at meetings with District of Tumbler Ridge staff.

11. Return of Property

Upon the expiry or termination of this Agreement, the Consultant will immediately return to the District any property, documentation, records, or confidential information which is the sole property of the District.

12. Assignment

The Consultant will not voluntarily or by operation of law assign or otherwise transfer its rights or obligations in whole or in part under this Agreement without the prior written consent of the District.

13. Subcontracts

No contractual relationship will be created between any subcontractor and the District. As the Consultant, you agree to bind every subcontractor by the terms of this

Agreement document, as far as applicable to the work of the subcontract.

14. Conflicts

If there is any conflict or inconsistency between this Agreement and any Schedule or other document, the provisions of this Agreement shall prevail.

15. Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.



16. Notice

Any notices given pursuant to the terms and conditions of this Agreement shall be served by way of ordinary pre-paid first-class mail, courier or e-mail as follows:

District of Tumbler Ridge
305 Iles Way, PO Box 100,
Tumbler Ridge, BC V0C 2W0

(Company) _____
(Address) _____
(Address) _____
(Name) _____ (Title) _____
Email: _____
Telephone: _____

or to such other address as to which any party may from time to time notify the other. Any notice addressed by registered mail to the District or to the Consultant pursuant to this

Section shall be deemed to have been effectively given on the four (4) days following the date of mailing. If notice is effected by e-mail, then the notice will be deemed to be effected on the first (1st) business day following the date of which the email was sent. Either party may change the particulars of its address for service as set out above by notice to the other party.

17. Costs and Legal Expenses

In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, any and all reasonable legal costs and fees associated directly with the action.

18. Indemnification

The Consultant shall be liable for and indemnify and save harmless the District, its elected representatives and employees and agents from all claims, costs, losses, expenses, actions, and suits caused by or arising out of direct or indirect performance of this Agreement or by reason of any matter or thing being done, permitted or omitted to be done, by the Consultant, its subcontractors, agents or employees and whether occasioned by negligence. The District shall not be liable or responsible in any way for any personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Consultant, or by any employee, agent or servant of the Consultant in the performance of this Agreement. Such indemnification shall survive this Agreement.

19. Insurance

The Consultant shall be liable for and indemnify and save harmless the District, its elected representatives and employees and agents from all claims, costs, losses, expenses, actions, and suits arising out of negligent performance of this Agreement by the Consultant, its subcontractors, agents or employees. The District shall not be liable or responsible in any way for any personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Consultant, or by any employee, agent or servant of the Consultant in the performance of this Agreement. Such indemnification shall survive this Agreement.



19.1. The Consultant hereby agrees to indemnify and hold harmless, the District from and against all losses and expenses suffered or incurred by the District arising from or connected with any personal injury, disability or death, however caused, to any of the Consultant's employees to the extent not covered by workers' compensation for any reason.

19.2. Commercial General Liability Insurance covering the legal liability of the Consultant providing at least two million dollars (Cdn. \$2,000,000.00) coverage, each occurrence, for injury, death, or property damage, including contractual liability. The Consultant agrees to reimburse the District for any and all damage(s) to the District's property caused by the Consultant, or its permitted subcontractors, in performing the work. The Consultant shall provide the District with evidence of coverage which includes (i) broad form property damage and (ii) "loss of use" in the definition of property damage, and (iii) Non-Owned vehicle insurance, for all applicable vehicles coverage in an amount of not less than two million dollars (Cdn. \$2,000,000.00) each occurrence.

19.3. Where any automobile is used for the performance of the work for the District in this Agreement, Consultant will provide Automobile liability insurance covering all automobiles licensed in the name of the Consultant that are used in connection with the Consulting Services and providing at least two million dollars (Cdn. \$2,000,000.00) coverage, each occurrence, for injury, death, or property damage resulting from each accident.

19.4 Professional liability / errors and omissions liability insurance having a limit of not less than two (2) million dollars (Cdn. \$2,000,000.00) per occurrence for protection from claims arising from any error, omission or negligent act of any member of the Consultant.

19.5 The insurance policies for the coverage above shall not be cancelled or changed in any manner which could negatively affect the District's interests unless the District has been given thirty (30) consecutive days prior written notice of any such cancellation or change. The Consultant shall be responsible for the payment of all deductibles on insurance policies that the Consultant is required to maintain under the Agreement.

19.6 The Consultant shall immediately advise the District's Representative of any loss or potential loss that has or may have occurred in conjunction with the Consultant performing the work. In addition, within three (3) consecutive days of any such loss or potential loss coming to the attention of the Consultant, the Consultant shall provide written notice of such loss or potential loss to the District's Representative, including full particulars thereof.

20. Worker's Compensation Board

Before commencing or performing the Consulting Services, the Consultant will obtain and provide to the District a letter or similar document, confirming that the Consultant has an active account that is in good standing from each Worker's Compensation Board or similar body constituted in accordance with the workers' compensation legislation of each jurisdiction in Canada in which the Consulting Services will be performed and that the Consultant has **not opted out** of workers compensation, where allowed.

The Consultant shall at all times comply with all the requirements of the Worker's Compensation Act (or equivalent legislation), amendments thereto, or any successor legislation; and shall upon notice by the District, provide evidence satisfactory to the District of said compliance with the Act prior to the commencement of any work resulting from this Agreement (herein defined as "WCB").



21. Occupational Health and Safety

The Consultant shall be responsible for the safety of workers on the Work Site in accordance with all Applicable Laws. The Consultant shall be the general representative and agent to the District for the purposes of ensuring compliance with Applicable Laws relating to safety for both itself and subcontractors.

21.1 The Consultant shall ensure all applicable OH&S Legislation, District Safety Policies, and industry standards are readily available to all of the Consultant's Personnel and that all of the Consultant's Personnel are aware of and comply with the OH&S Legislation, District Safety Policies and industry standards.

21.2 The Consultant shall ensure that all personnel working for the Consultant complete an appropriate safety orientation and safety meeting prior to starting work and the Consultant is responsible for providing all other training that may be required.

21.3 The District shall have the right to monitor the Consultant's work processes and procedures to ensure compliance with safety standards and procedures.

21.4 The Consultant is required to take immediate action to correct unsafe practices or conditions when reported or observed.

21.5 Upon the occurrence of any incident arising from or during the performance of the Agreement, including property damage, an accident, an environmental incident, a safety incident, an injury, a near miss and any other form of loss or damage, the Consultant shall immediately investigate the matter and in accordance with Exhibit A to this Contract, submit a report on the matter to a District Representative and to any government authorities as required by law. Failure of the Consultant to comply with any and all relevant safety legislation may result in the immediate suspension or termination of this Contract.

22. Compliance with Laws

The Consultant shall be responsible for complying with all Federal, Provincial (British Columbia), and Municipal laws, rules, regulations and guidelines that apply.

23. Suspension of Services

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

24. Termination of Contract

This Agreement may be terminated, in whole or in part, without further obligation, liability or expense of any kind under the following conditions:

a) should the Consultant be adjudged bankrupt, or become insolvent, the District may, without prejudice to any other right or remedy the Consultant may have, terminate the Agreement by giving the Consultant or their receiver or their trustee in bankruptcy, written notice;



b) at any time upon notice for a breach of the terms and conditions of this Agreement and such breach has not been cured within five (5) days of the written notice thereof from the District, or such other period of time as the District may agree to in writing;

c) at any time following the failure of the Consultant to remedy, repair, or correct any deficiency or defect upon receiving notice from the District;

d) upon thirty (30) day's written notice without cause to the Consultant from the District during the term of this Agreement, whereupon the District shall pay to the Consultant any fees and expenses due to the effective date of cancellation but not thereafter;

e) as otherwise provided in the Agreement.

The District's rights of termination shall be in addition to any other rights or remedies it may have in law, in equity, or under this Agreement.

25. Independent Contractor

The Consultant will be an independent contractor in the performance of this Agreement. No employer/employee relationship will be created between the District and the Consultant, or between the District and the Consultant's employees, subcontractors or agents. No rights, privileges, benefits or compensation, other than those, which are expressly set out in this Agreement, will apply to the Consultant.

26. Force Majeure

Neither party shall be responsible for any delay or failure to perform its obligations under the Agreement where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of public authority, Act of God, or any other cause beyond its control, except labour disruption. In the event a Force Majeure event occurs which delays or threatens to delay the performance of its obligations by a party, that party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses. Should the Force Majeure event last for longer than thirty (30) days, the District may terminate this Agreement, in whole or in part, without further liability, expense, or cost of any kind.

27. Endurement

This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

28. Time of the Essence

All references to time in this Agreement shall be of the essence.

29. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and shall be binding upon all successors and permitted assigns of the parties.

30. Titles and Headings

All Titles and Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

31. Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean



and include the feminine and vice versa.

32. Governing Law

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of British Columbia without regard to the jurisdiction in which any action or special proceeding may be instituted.

33. Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

34. Waiver

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

35. FOIP Policy

In the event that the District provides any personal information to the Consultant for the completion of the Consulting Services identified above, or the Consultant gathers personal information from any employee/resident/customer under this Agreement in order to complete the Consulting Services as stated in this Agreement, the Consultant acknowledges that the legislation known as the Freedom of Information and Protection of Privacy Act and regulations, as amended (hereinafter referred to as "FOIP") applies to that personal information (has same meaning as in FOIP), and agrees that the Consultant will handle that personal information in accordance with the obligations of the District under FOIP:

- a) The Consultant agrees that they will not collect personal information from any employee/resident/customer of the District except in connection with and for the purpose of providing the Consulting Services as identified in this Agreement.

- b) The Consultant shall maintain records of all information collected while providing the Consulting Services as identified in this Agreement. Any and all records collected, created, maintained or prepared in the performance of these Consulting Services are hereby deemed to be under the control of the District irrespective of custody and shall be maintained by the Consultant in accordance with FOIP.

- c) The Consultant shall ensure that all their employees and/or agents understand and comply with the obligations imposed on the Consultant under this Section, including without limitation, the protection of privacy of employees/residents/customers of the District.

36. Survival

Sections 8, 18, and 35 shall survive upon termination or expiry of this Agreement.



IN WITNESS WHEREOF the parties hereto have executed this document as of the day and year first above written.

**CONSULTANT:
(Name of Company)**

Authorizing Signature

Print Name/Title

Date

**DISTRICT:
DISTRICT OF TUMBLER
RIDGE**

Authorizing Signature

Print Name/Title

Date



APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact E-mail:	

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process and that there will be no legal relationship or obligations created until District of Tumbler Ridge and the selected proponent have executed a written contract.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP. The proponent encloses herewith as part of the proposal the mandatory forms set out below:

a)	FORM	INITIAL TO ACKNOWLEDGE
c)	Submission Form	
b)	Reference Form	

5. Addenda

The proponent is deemed to have read and accepted all addenda issued by District of Tumbler Ridge prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line: _____.

Proponents who fail to complete this section will be deemed to have received all posted addenda.



6. Conflict of Interest

For the purposes of this section, the term “Conflict of Interest” means

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of District of Tumbler Ridge in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or
- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.
- (c) If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.
- (d) Otherwise, if the statement below applies, check the box.
- (e) The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.
- (f) If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest, and must explain why the proponent believes that the Conflict of Interest should not result in disqualification from the RFP process:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of District of Tumbler Ridge and have ceased that employment within twelve (12) months prior to the Submission Deadline:

Name of Individual:
Job Classification:
Department:
Last Date of Employment with District of Tumbler Ridge:
Name of Last Supervisor:
Brief Description of Individual’s Job Functions:



Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:

(Repeat above for each identified individual)

The proponent agrees that, upon request, the proponent shall provide District of Tumbler Ridge with additional information from each individual identified above in the form prescribed by District of Tumbler Ridge.

7. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by District of Tumbler Ridge retained for the purpose of evaluating or participating in the evaluation of this proposal.

8. Disclosure of Information

The proponent hereby agrees that the price provided in this proposal for the deliverables outlined within this RFP is a total of \$_____. (excluding GST).

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name and Title

Date:

I have authority to bind the proponent



APPENDIX C – REFERENCE FORM

Each proponent is requested to provide three (3) references from clients who have obtained similar goods or services to those requested in the RFP from the proponent in the last five (5) years. The references should be from municipal government or public sector clients.

Reference #1 Company Name:
Company Address:
Contact Name:
Contact Telephone Number:
Date Work Undertaken:
Nature of Assignment:

Reference #2 Company Name:
Company Address:
Contact Name:
Contact Telephone Number:
Date Work Undertaken:
Nature of Assignment:

Reference #3 Company Name:
Company Address:
Contact Name:
Contact Telephone Number:
Date Work Undertaken:
Nature of Assignment:



Figure 1- Golf Course Road Location

Full depth road reconstruction of Golf Course Road
Approx. length 1200m

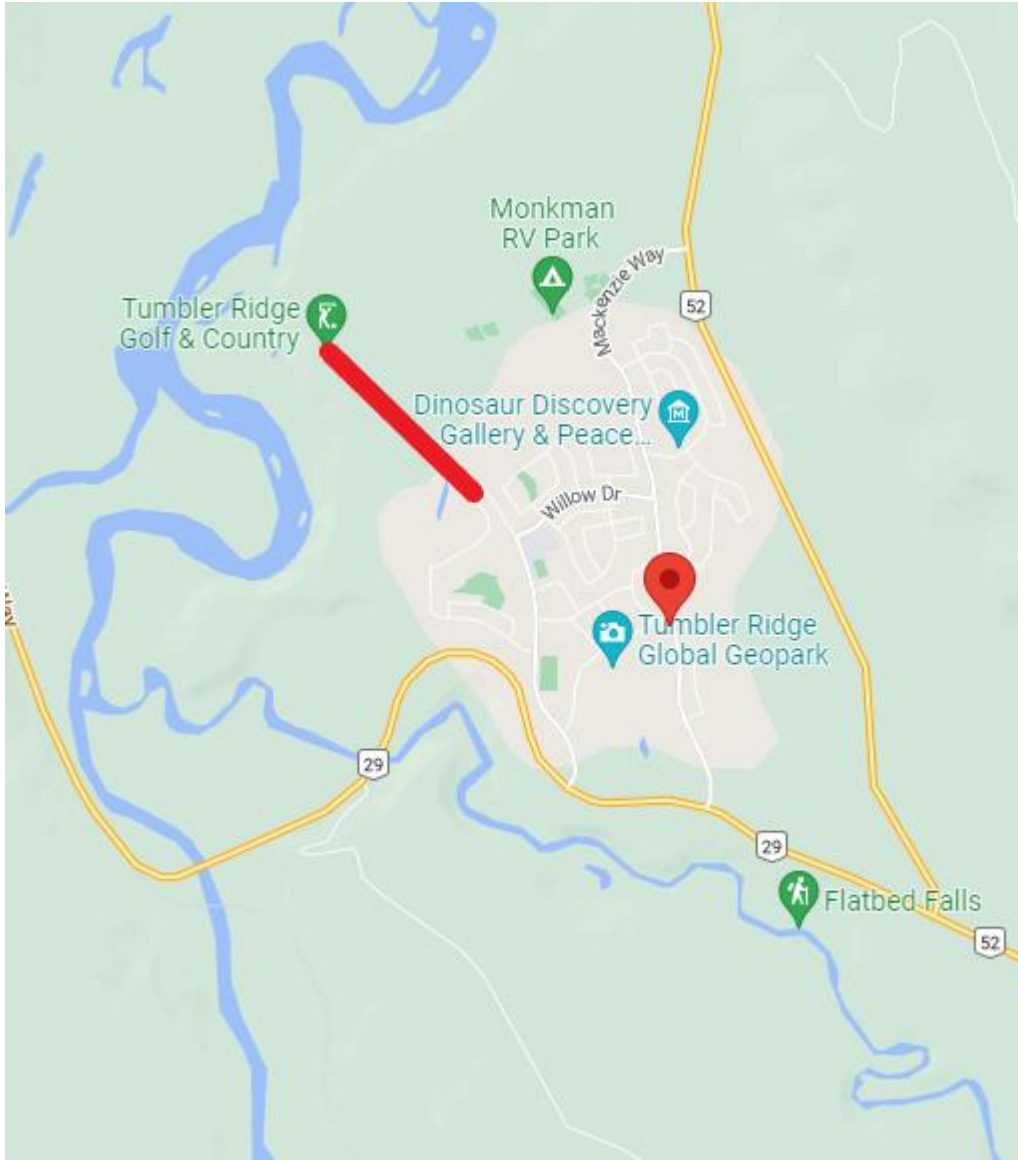


Figure 2 – Tumbler Ridge Map