



REQUEST FOR PROPOSALS

KOOTENAY LAKE PARTNERSHIP COORDINATOR POSITION

Issued: on May 13, 2022

Closing Location:

Development Services, Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

Closing Date and Time:

June 22, 2022 and 2:00 pm (PST)

**Nelson Wight
Planning Manager
250-352-8184
plandept@rdck.bc.ca**

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PART 1 – INVITATION & INSTRUCTIONS TO PROPONENTS

1.1 Executive Summary

On behalf of the Kootenay Lake Partnership, the Regional District of Central Kootenay (RDCK) is requesting proposals from qualified individuals for a Kootenay Lake Partnership (KLP) Coordinator Position. This position is part time for a minimum of 10 hours per week. Additional work will be dependent on project work and grant funding.

- The Coordinator will facilitate and act as Chair of all quarterly Kootenay Lake Partnership meetings:
 - Ensure decision are made on the basis of consensus
 - Record and distribute meeting notes along with any other relevant information
- Take an objective role and remain as neutral as possible in the conduct of the business of the KLP
- Ensure the active participation of KLP members for quarterly meetings, public information sessions, technical review committees or as requested by Kootenay Lake Partnership
- Apply for grant funding as directed by the Kootenay Lake Partnership, submit grant reports
- Keep accurate financial records of Kootenay Lake Partnerships activities
- Maintain the Kootenay Lake Partnership website
- Enable access to records for all Kootenay Lake Partnership members

Timeline of milestones and deliverables:

May 13, 2022	-	Issue Request for Proposals
May 25, 2022	-	Deadline for submissions
June 8, 2022	-	Award contract
June 22, 2022	-	Contract begins
June 22, 2024	-	Contract ends

The RDCK is seeking Proposals to supply the Services herein described on or before June 22, 2024.

1.2 Request for Proposal Terminology

The following terms will apply to this Request for Proposal and to any subsequent Contract. Submission of a proposal in response to this Request for Proposal indicates acceptance of all the following terms.

Throughout this Request for Proposal, terminology is used as follows:

- a) **“Contract”** means the written agreement resulting from this Request for Proposal executed by the RDCK and the Consultant;
- b) **“Consultant”** means the successful Proponent to this Request for Proposal who enters into a written Contract with the RDCK;

- c) **“Must”** or “mandatory” means a requirement that must be met in order for a proposal to receive consideration;
- d) **“Proponent”** means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal;
- e) **“Regional District”** means the Regional District of Central Kootenay (RDCK);
- f) **“Should”** or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposal;

1.3 Proposal Documents

It is the responsibility of the Proponent to ascertain that they have received a full set of Proposal documents. Upon submission of their Proposal, the Proponent shall be deemed conclusively to have been in full possession of a full set of Proposal Documents.

1.4 Inquiries and Clarifications

It is the responsibility of the Proponent to thoroughly examine the documents and ensure that the requirements contained are fully understood.

Requests for clarifications or additional information related to this Request for Proposal should be directed, **in writing**, to the following person:

Nelson Wight
Planning Manager
250-352-8184
plandept@rdck.bc.ca

Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the Regional District’s option.

1.5 Examination of Sites and Local Conditions

The Proponent must satisfy themselves as to the practicability of executing the work in accordance with the Contract, and shall be held to have satisfied themselves in every particular before making up a Proposal, by inquiry and by attending the site visit if it is a requirement.

The Proponent should examine the site and surroundings and, before submitting a Proposal shall satisfy themselves as to the nature of the site, the quantities and nature of the work and equipment necessary for the completion of the work, the means of access to the site, the accommodation they may require, and in general, shall obtain all relevant information as to risks, contingencies and other circumstances which may influence their Proposal.

1.6 ~~Mandatory Site Visit~~

~~A mandatory site visit is scheduled as follows:~~

1.7 Proposal Closing Date, Time and Location

Proposals must be submitted by the Closing Date and Time to the Closing Location identified on the cover page of this Request for Proposal.

1.8 Proposal Submissions

A digital PDF format of the Proposal submission may be sent by e-mail to: **plandept@rdck.bc.ca**

The RDCK email server has about a 10mb file size limit. Proponents are to ensure that they have gotten a confirmation of receipt of email prior to the closing time. Larger submissions should be broken down into 2 or more emails or arrangements should be made ahead of time for file transfer by ftp.

Proponents wishing to send or deliver a Proposal submission in paper format to the RDCK should submit one printed copy in a SEALED enveloped CLEARLY MARKED "**Request for Proposal - Kootenay Lake Partnership Coordinator Position**"

1. The Proponent's name and full mailing address should be clearly marked on the outside of the response envelope.
2. Faxed proposals will not be accepted.

1.9 Ownership of Proposals and Freedom of Information

All responses to this Request for Proposal become the property of the RDCK. By submitting a Proposal the Proponent agrees the RDCK has the right to copy the Proposal Documents. Proposals will be held in confidence by the RDCK, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Proposal under that Act. The requirement for confidentiality shall not apply to any Proposal that is incorporated into a Contract for the Work. Further, the RDCK may disclose all or part of any Proposal to the RDCK Board at a public meeting of the Board, when making a recommendation for the award of the Contract.

1.10 RDCK's Right to Accept or Reject Proposal

The lowest or any Proposal will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Proposal which it deems most advantageous and favourable in the interests of the RDCK; and waive informalities in, or reject any or all Proposals, in each case without giving any notice. If there is only one compliant Proposal received by the Closing Date, the RDCK reserves the right to accept the Proposal or cancel the Proposal process with no further consideration for the sole Proposal. This includes the right to cancel this Request for Proposal at any time prior to entering into a Contract with the Consultant. The RDCK reserves the right to cancel at any time before award of the Contract without being obliged to any Proponent – not just where there is only one compliant Proposal.

Proposals that contain qualifying conditions or otherwise fail to conform to these Instructions to Proponents may be disqualified or rejected. The RDCK, however, may at its sole discretion reject or retain for consideration Proposals which are non-conforming because they do not contain the content or form

required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

1.11 No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Proposal, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim. In no event will the RDCK be responsible for the costs of preparation or submission of a Proposal.

1.12 Conflict of Interest

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent has any financial or personal relationship or affiliation with any elected official or employee of the RDCK or their immediate families which might in any way be seen (in the RDCK's sole and unfettered discretion) to create a conflict.

1.13 Anti-Collusion, Fraud & Corruption

The Proponent shall not communicate to any person prior to the opening of Proposals (other than to the RDCK through the delivery of a Proposal in the prescribed manner) the amount of any Proposal, or at any time adjust the amount of any Proposal by arrangement with any other persons, make any arrangement with any other person about whether or not he or that other person should or should not submit a Proposal or otherwise collude with any other person in any manner whatsoever in the Proposal process.

Any breach of this provision or non-compliance on the part of a Proponent shall, without affecting the Proponent's liability for such breach or non-compliance, result in the Proposal's disqualification.

1.14 Confidentiality

Confidential information about the RDCK obtained by Proponents must not be disclosed unless authorized to do so, in writing, by the RDCK. The Proponent agrees that his obligation of confidentiality will survive the termination of any Contract awarded under this Proposal process.

1.15 Irrevocability and Acceptance of Proposal

After the Closing Date and Time, all Proposals are irrevocable. By submission of a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the RDCK for the Work on the terms and conditions set out in the Proposal. Each Proposal will be irrevocable and open for acceptance by the RDCK for a period of ninety (90) calendar days from the day following the Proposal Closing Date and Time, even if the Proposal of another Proponent is accepted by the RDCK. By submission of a clear and detailed written notice the Proponent may amend or withdraw its Proposal PRIOR to the closing date and time.

1.16 Irregularities and Informalities

The RDCK reserves the right, at its sole discretion to waive minor irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the RDCK to do so.

1.17 Discrepancies or Omissions

Proponents finding discrepancies or omissions in the specifications or other documents or having any doubts about the meaning or intent of any part thereof should immediately request, in writing, clarification from **Nelson Wight, plandept@rdck.bc.ca**, who will send written instructions or explanations to all parties having a set of the Proposal Documents. Any work on a Proposal done by the Proponent after the discovery of discrepancies, errors or omissions, which the Proponent fails to seek clarification about, shall be done at the Proponent's risk.

1.18 Modification of Terms/Addenda

The RDCK reserves the right to modify the terms of this Request for Proposal at any time before the Closing Date and Time in its sole discretion. Written Addenda are the only means of amending or clarifying any of the information contained in the information package. The RDCK may amend or clarify the information package by issuing an Addendum. No employee or agent of the RDCK is authorized to amend or clarify the content of the information package or any Addenda except by issuing an Addendum. The RDCK makes no guarantee as to the timely delivery of any Addendum. Addenda issued prior to closing of this Invitation to Proposal shall become a part of the Proposal Documents.

1.19 Liability for Errors

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

1.20 Basis of Contract Award

Proponents are hereby notified that the RDCK intends to review and enter into a Contract for the Work based not only on the Proposal price, but the other factors considered essential by the RDCK to provide a service for the Work being requested. Proposal evaluation may include, but is not limited to:

- Proponent's suggested approach to the work
- Professional qualification of managerial, technical and in-field personnel
- Labour rates for key personnel
- Other associated costs to perform the Work
- Staff and corporate experience with projects similar to that being contemplated in the Work
- References provided by other clients of the Proponent
- Experience of the Proponent on past RDCK projects
- Confirmation of the proponents ability to facilitate project completion in accordance with the schedule
- Availability of project team to complete the work in a timely manner

- Compliance with these terms of reference and completeness of the Proposal
- Total project cost
- Proponent's understanding of RDCK requirements and expectations
- The overall value that the Proposal represents to the RDCK, based on quality, service and price
- Any other value-added benefits offered by the Proponent which are not specifically addressed in this Request for Proposal

The evaluation process will be conducted solely at the discretion of the RDCK. The RDCK may decide to utilize other criteria in the review of Proposals other than those set forth above; in particular, the price to carry out the work will not be the only or primary criterion that will be utilized by the RDCK. The RDCK reserves the right to make inquiries regarding any or all Proposals and to verify all information submitted by Proponents. Proponents shall be competent and capable of performing the work. Proponents may be required to provide further evidence of previous experience and financial responsibility.

The RDCK reserves the right, at its discretion, to negotiate with any Proponent that the RDCK believes has the most advantageous Proposal or with any other Proponent or Proponents concurrently. In no event will the RDCK be required to offer any modified terms to any other Proponent prior to entering into a Contract with the successful Proponent, and the RDCK shall incur no liability to any other Proponent as a result of such negotiations or modifications.

Proponents are advised that, after receipt of Proposals and prior to award of Contract, Proponents may be required to provide the RDCK with additional information concerning the Proponent or their Proposal including, but not limited to, a further breakdown of relevant components of the proposed prices.

The RDCK reserves the right to reject any Proposals of a company that is, or whose principals are, at the time of submitting a Proposal, engaged in a lawsuit against the RDCK in relation to work similar to that being proposed.

The RDCK reserves the right to reject any Proposals of a company that owes, or whose principals owe, monies to the RDCK at the time of submitting a Proposal.

1.21 Definition of Contract

This Request for Proposal should not be construed as an Agreement or Contract to purchase goods or services. The RDCK is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The RDCK will be under no obligation to receive further information, whether written or oral, from a Proponent after the Proposal Closing Date and Time.

Neither the acceptance of a Proposal nor the execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw.

Notice in writing to a Proponent that it has been identified as the Consultant and the subsequent full execution of a written Agreement will constitute a Contract for the performance of the Work and no Proponent will acquire any legal or equitable rights or privileges relative to the Work until the occurrence of both such events.

1.22 Form of Contract

By submission of a Proposal, the Proponent agrees that, should it be identified as the successful Proponent, it is willing to enter into a Consulting Services Agreement with the RDCK within fifteen (15) days of the date of the Notice of Award. A copy of the RDCK Consulting Services Agreement is attached in Appendix A.

By submission of a Proposal, the Proponent agrees that, should it be identified as the Consultant, it is willing provide to the RDCK the necessary Insurance Policies and WorkSafe BC Clearance Letter within fifteen (15) days of the date of the Notice of Award.

PART 2 – SPECIFICATIONS

Project Description

The Kootenay Lake Partnership was formed in 2010 as a multi-agency and Ktunaxa and yaqan nukiy initiative to support management approaches for a productive and healthy Kootenay Lake. It integrates resources from Federal and Provincial agencies, Ktunaxa, and local governments in order to address common concerns and issues around jurisdictional responsibilities, enforcement and ongoing stewardship of ecosystems, fisheries and wildlife values. The partners recognize that a collaborative approach yields the best chance for conservation of the natural, social and cultural values around Kootenay Lake. The participants include the Regional District of Central Kootenay, the City of Nelson, and the Village of Kaslo; Fisheries and Oceans Canada; Ministry of Forests, Lands, Natural Resources Operations and Rural Development; Interior Health Authority; yaqan nukiy (Lower Kootenay Band); and the Ktunaxa Nation Council, Lands and Resources Sector.

The geographic scope of the KLP is the study area which includes:

Kootenay Lake

- West Arm to Corra Linn Dam
- North Arm to the mouth of Duncan River
- South Arm to the mouth of the Kootenay River
- Foreshore to 100m inland or to a logical physical break, i.e. East side – Highway 3A / West side – rail line.

Purpose of Position

The Kootenay Lake Partnership requires a program coordinator that will also act as the chairperson of the Partnership. As the Chair of the KLP, the coordinator will take an objective role and remain as neutral as possible in the conduct of the business of the Kootenay Lake Partnership.

Scope of Work

- The Coordinator will facilitate and act as Chair of all quarterly Kootenay Lake Partnership meetings:
- Ensure decisions are made on the basis of consensus
- Record and distribute meeting notes along with any other relevant information
- Maintain the KLP website
- Enable access to file hosting and sharing service for all KLP members
- Ensure the active participation of KLP members for quarterly meetings, public information sessions, technical review committees or as requested by KLP
- Apply for grant funding as directed by KLP, submit grant reports
- Keep accurate financial records of KLP activities, with the support of RDCK
- Act as the spokesperson for the Partnership communicating with the media and the public in consultation with the contract manager

- Deliver concise, clear, factually accurate, complete and audience appropriate oral and written communication, briefing reports, and information materials on complex subjects
- Build and maintain key working relationships with colleagues, clients, outside agencies and interested parties
- Liaise with Friends of Kootenay Lake and other non-profit organizations on public outreach initiatives as directed by the KLP
- Design, develop, organize, and facilitate multiparty stakeholder consultation processes as directed by RDCK contract manager or KLP.
- Engage with potentially contentious audiences and facilitate dispute resolution
- Maintain up to date knowledge of Ktunaxa values, issues and interests as they relate to KLP
- Stay current on all information and project material solicited through contracted services by the KLP steering committee)
- Conduct administrative duties as required
- Other duties as required

Position Deliverables

1. Coordinate, facilitate and chair the KLP steering committee meetings quarterly
2. Assist KLP to prepare targeted training on the use and implementation of the Kootenay Lake Shoreline Development Guidelines Document with applicable agencies.
3. Support Guidance Document Implementation Steering Committee meeting(s)
4. Maintain and provide quarterly updates on the KLP budget or as requested by KLP
5. Act as a spokesperson and communicate with public on the KLP and projects underway
6. Provide KLP with updates on possible grant funding available for projects and prepare grant applications as directed by the KLP

PART 3 – PROPOSAL SUBMISSION

3.1 Proposal Format

The Proposal should clearly convey the Proponent’s intent in a clear and concise manner. The Proposal should contain a covering letter, Table of Contents and a short executive summary of the key features of the proposal. All pages should be consecutively numbered.

3.2 Proposal Content

3.2.1 The Firm

- a. Firm Experience / Past Performance - The firm’s past project experience with infrastructure development and that experience specifically relating to solid waste facilities.
- b. Project Team - The qualifications and experience of the personnel the Proponent intends to use for the Work. This must include any subcontractors proposed to be used in the Work
- c. Resources - The qualifications and experience of the Proponent’s reserve personnel backing up the Project Team and the quality and quantity of resources available to the firm such as technical aids, IT resources, equipment etc.

3.2.2 The Proposal

- a. Methodology / Task Evaluation - The Proponent’s approach to the services required as set out in Part 2 Specifications. Consideration is given to whether the Proponent has effectively addressed each aspect of the Request for Proposal, thoroughly understood the requirements of the Request for Proposal, chosen a suitable approach, and identified problem areas. The Proponent is expected to adhere as closely as possible to the project components outlined in Part 2; however, Proponents may suggest alternative approaches or propose modifications to the specifications.
- b. Scheduling / Work Plan - The completeness of the task items and rationale of the work plan which shows a clear indication of the anticipated work schedule along with any other supporting documents pertinent to the project. The RDCK requests that proponents agree to meet or better the following project deliverable milestones for completion of the project schedule:

Timeline of milestones and deliverables:

- | | | |
|----------------|---|-----------------------------|
| March 13, 2022 | - | Issue Request for Proposals |
| May 25, 2022 | - | Deadline for submissions |
| June 8, 2022 | - | Award contract |
| June 22, 2022 | - | Contract begin |
| June 22, 2024 | - | Contract end |

- c. Detailed Cost Breakdown – the Proponent should provide a detailed cost breakdown of all work tasks which includes details of the team members assigned to those tasks, hours budgeted for each team member and hourly rates for each team member. Proposal should also include details of Proponent's preferred arrangements for mileage, per diem and other disbursements.



Consulting Services Agreement

Contract #: [YYYY-##-DEPT_CONTRACTOR_NAME](#)

Project: [Add project name](#)

GL Code: [Add code](#)

THIS AGREEMENT executed and dated for reference the:

[day](#) day of [month](#), [year](#)
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY

(hereinafter called the "RDCK")

at the following address:

Box 590, 202 Lakeside Drive

Nelson, BC V1L 5R4

AND

[CLICK HERE TO ADD RECIPIENT NAME](#)

(hereinafter called the "Recipient")

at the following address:

[Click here to add address](#)

[City, Province, Postal Code](#)

Agreement Administrator: [Add name](#)

Telephone #: [Click here to add phone #](#)

Email: [Click here to add email](#)

Agreement Administrator: [Add name](#)

Telephone: [Click here to add phone #](#)

Email: [Click here to add email](#)

WorkSafe BC Account: [WorkSafe BC Account No.](#)

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE REGIONAL DISTRICT OF CENTRAL KOOTENAY AND THE CONSULTANT AGREE AS FOLLOWS:

- (a) **SERVICES:** The Consultant shall provide the services which are set out in the Consultant's proposal dated [\[Date\]](#) (the "Proposal") which forms part of this Agreement and as detailed in Schedule "A" of this Agreement (the "Services"). It is agreed that Services may also include any additional services authorized and agreed to by the Consultant and the RDCK by written agreement after the Agreement has commenced ("Additional Services").
- (b) **CHANGES TO SERVICES:** The RDCK and the Consultant acknowledge that it may be necessary to modify the Services, the Project schedule and/or the Budget in order to complete the Project. In the event that the RDCK or the Consultant wishes to make a change or changes to the Services, the Project schedule and/or the Budget it shall notify the other of the proposed change and reason(s) therefore. The party receiving the notification shall review and consider the proposal for change and shall as soon as is reasonably possible and no longer than within five (5) working days, advise in writing the party proposing the change whether it agrees to the change. Where the parties agree to the change, such agreement will form part of this Agreement and be formalized by means of a Scope Change Letter.

Any RDCK authorized services required of the Consultant beyond those Services set out in the Proposal shall

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be considered Additional Services. The Consultant shall be compensated for all Additional Services on an hourly or per diem basis, as agreed upon by the RDCK and the Consultant in writing by means of a Scope Change Letter prior to the Consultant performing the Additional Services.

- (c) **TERM:** Notwithstanding the date of execution of this Agreement the Consultant shall provide the Services described in Schedule A hereof commencing on **[Start Date]** (Start Date) and ending on **[End Date]** (End Date) (the "Term").
- (d) **LOCATION:** The location for delivery of the Services shall be **[Enter Location]**.
- (e) **PAYMENT:** The total budget for the Services, as specified in the Proposal is **[\$[Contract Amount] Choose GST Option]** and on the terms set out in Schedule B. The budget for the Services is broken into tasks in the Proposal. The Consultant agrees to complete all of the tasks specified in the Proposal at a cost that will not exceed the budget amount for each task. The Consultant shall submit an invoice to the RDCK for payment, together with supporting documents, in respect of the hours worked and disbursements made on or before the last day of each month, for the RDCK's approval and due processing.
- (f) Schedules A and B are incorporated into, and form part of this Agreement.
- (g) The following terms and conditions are incorporated into, and form part of this Agreement.

THE CONSULTANT' OBLIGATIONS

- 1** The Consultant shall:
 - (a) Undertake all work and supply all materials necessary to perform the Services, unless stipulated otherwise in Schedule A.
 - (b) In performing the Services, at all times, act in the best interests of the Regional District of Central Kootenay (herein after called the "**RDCK**"). Also, the Consultant shall exercise that degree of professional care, skill and diligence required according to generally accepted professional engineering standards and by the *Engineers and Geoscientists Act of British Columbia*, current as of the date that the Services are rendered.
 - (c) Engage the services of staff, sub-consultants and sub-contractors who have the education, training, skill and experience necessary to perform the Services, and shall cause them to perform the Services on behalf of the Consultant.
 - (d) Employ only those sub-consultants and sub-contractors identified in the Proposal to supply the Services. The Consultant agrees that it has the responsibility for the coordination of all professional Services rendered to the RDCK by the Consultant or by its sub-consultants or sub-contractors on the Project. The Consultant may, with the written approval of the RDCK, such approval not to be unreasonably withheld, replace any of the identified project team members described in the Proposal with other professional staff possessing equivalent knowledge, ability and skills.
 - (e) Ensure that all personnel hired by the Consultant to perform the Services will be the employees of the Consultant and not to the RDCK with the Consultant being solely responsible for the arrangement of reliefs and substitutions pay supervision, discipline, employment insurance, workers compensation, leave and all other matters arising out of the relationship of employer and employee.
 - (f) Upon the request of the RDCK fully inform the RDCK of the work done by the Consultant in connection with the provision of the Services and permit the RDCK at all reasonable times to inspect, review and copy all works, productions, buildings, accounting records, findings, data, specifications, drawings, working papers,

reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the Consultant as a result of this Agreement.

- (g) Comply with all applicable municipal, provincial and federal legislation and regulations.
- (h) At its own expense, obtain all permits and licenses necessary for the performance of the Services, and on request provide the RDCK with proof of having obtained such licenses or permits.
- (i) Promptly pay all persons employed by it.
- (j) Not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK.
- (k) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services.
- (l) Not perform any service for any other person, firm or corporation which, in the reasonable opinion of the RDCK, may give rise to a conflict of interest.
- (m) Be an independent Consultant and not the servant, employee or agent of the RDCK. The Consultant and the RDCK acknowledge and agree that this Agreement does not create a partnership or joint venture between them.
- (n) Accept instructions from the RDCK, provided that the Consultant shall not be subject to the control of the RDCK in respect of the manner in which such instructions are carried out.
- (o) At its own expense, obtain Workers Compensation Board coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work. Upon request, the Consultant shall provide the RDCK with proof of such compliance.
- (p) Be responsible for all fines, levies, penalties and assessments made or imposed under the *Worker's Compensation Act* and regulations relating in any way to the Services, and indemnify and save harmless fines, levies, penalties and assessments.
- (q) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money.
- (r) Establish and maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred.
- (s) Notwithstanding the provision of any insurance coverage by the RDCK, indemnify and save harmless the RDCK, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "Claims"), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant or its subconsultant(s), subcontractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDCK its other consultant(s), contractor(s), assign(s) and authorized representative(s) or any other persons.
- (t) Use due care that no person or property is injured and no rights infringed in the performance of the Services, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Services or in any other respect whatsoever.

- (u) During the Term of this Agreement, take out and maintain commercial general liability insurance in the **Amount of Insurance**, and if applicable professional liability insurance or environmental impairment liability insurance in the amount of **Amount of Insurance** per occurrence and **Amount of Insurance** in aggregate. The policies shall insure against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services, be in a form acceptable to the Chief Financial Officer of the RDCK, name the RDCK as an additional insured and shall provide the RDCK with a certificate of insurance upon execution of this Agreement, with such insurance extended to include the Contractor's Blanket Contractual Liability and include a cross liability clause and requiring the insurer not to cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Consultant does not provide or maintain in force the insurance required by this Agreement, the Consultant agrees that the RDCK may take out the necessary insurance and the Consultant shall pay to the RDCK the amount of the premium immediately on demand;

The insurance policy (policies) carried by the Contractor will be primary in respect to the operation of the named insured pursuant to the contract with the local government. Any insurance or self-insurance maintained by the local government will be in excess of such insurance policy (policies) and will not contribute to it;

If the nature of the services or goods provided requires the use of vehicles, the Contractor shall take out and maintain Automobile Liability (third party) insurance with a minimum limit of \$5,000,000.

- (v) Keep confidential for an unlimited period of time all communications, plans, specifications, reports or other information used in connection with the Project except:
 - (i) those requiring disclosure by operation of law; and
 - (ii) any disclosure authorized in writing by the RDCK.

CONSTRUCTION SUPERVISION

- (w) Inspect the site where the Services are to be performed (the "Site") and become familiar with all conditions pertaining thereto prior to commencement of the Services.
- (x) Where materials and supplies are to be provided by the Consultant, use only the best quality available.
- (y) Where samples of materials or supplies are requested by the RDCK, submit them to the RDCK for the RDCK's approval prior to their use.
- (z) Not cover up any works without the prior approval or consent of the RDCK and, if so required by the RDCK, uncover such works at the Consultant's expense.
- (aa) Keep the Site free of accumulated waste material and rubbish caused by it or the Services and, on the completion of the Services, leave the Site in a safe, clean and sanitary condition.
- (bb) At all times, treat as confidential all information and material supplied to or obtained by the Consultant or subconsultant as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK.

STANDARD OF CARE

- (cc) The RDCK recognizes that sub-surface conditions may vary from those encountered where samplings, borings, surveys or explorations are located by the Consultant and that the data, interpretations and recommendations of the Consultant are based solely on the information available to it.

UNDERGROUND UTILITIES

- (dd) The Consultant shall be responsible for locating all underground utilities prior to commencing subterranean work and provide proof of such to the RDCK.

SAFETY

- (ee) The Consultant shall be responsible for its activity and that of its employees on the job site. This shall not be construed to relieve the RDCK or any other contractor of their obligation to maintain a safe job site. Neither the presence of the Consultant nor of its employees, sub-consultants, sub-contractors and agents shall be understood to imply control of the operations of others, nor shall it be construed to be an acceptance of responsibility for job site safety.

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY'S OBLIGATIONS

- 2 The RDCK shall:
 - (a) Retain the Consultant to provide the Services as set out in this Agreement.
 - (b) Subject to the provisions of this Agreement, pay the Consultant, in full payment for the Services which in the opinion of the RDCK at the times set out is Schedule "B" of this Agreement (herein called "**Agreement Price**"), and the Consultant shall accept such payment as full payment for the Services.
 - (i) Notwithstanding Subsection 2(b), not be under any obligation to advance to the Consultant more than 90% of the Agreement Price for Services rendered in accordance with Schedule "A" to the satisfaction of the RDCK. The 10% holdback shall be retained and paid back in accordance with the *Builder Lien Act*.
 - (ii) providing that it is not in breach of any of its obligations under this Agreement, holdback from the Agreement Price in addition to the 10% holdback contemplated in Subsection 2(b)(i), sufficient monies to indemnify the RDCK completely against any lien or claim of lien arising in connection with the provision of the Services.
 - (c) Provide the Consultant with all reports, data, studies, plans, specifications, documents and information available to the RDCK and relevant to the Project. The Consultant shall be entitled to rely on the reports, data studies, plans, specifications, documents and other information provided by the RDCK.
 - (d) Provide access to any site or adjacent properties as required to complete the Project. The Consultant shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Consultant, or of his employees, sub-consultants, sub-contractors or agents.
 - (e) Give the Consultant reasonable notice of anything the RDCK considers likely to materially affect the provision of the Services.
 - (f) Examine all studies, reports, sketches, proposals and documents provided by the Consultant under this Agreement, and render decisions pertaining thereto within a reasonable time.

TERMINATION OF AGREEMENT

- 3** Should the Consultant neglect to complete the Services properly or fail to perform any of its obligations under this Agreement, the RDCK may notify the Consultant in writing that it is in default of its contractual obligations and instruct it to correct the default within fourteen (14) working days of receiving the notice. Failure to comply with the default request extends to the RDCK the option, without any other right or remedy, of suspending the Consultant's performance of the Services or immediately terminating this Agreement. The RDCK shall pay the Consultant for all Services performed and all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension or termination.
- 4** Other than for reasons set forth in section 3 the RDCK may suspend or terminate this Agreement for any reason by giving thirty (30) calendar 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 an event, the Consultant will be paid by the RDCK pursuant to this Agreement, for the completed tasks according to the Project schedule of tasks remaining unpaid as of the effective date of such suspension or termination.
- 5** Should the RDCK fail to perform any of its obligations under this Agreement, the Consultant may notify the RDCK in writing that it is in default of its contractual obligations and instruct it to correct the default within fourteen (14) working days of receiving the notice. Failure to comply with the default request extends to the Consultant the option, without limiting any other right or remedy the Consultant may have, of immediately terminating this Agreement and requesting settlement for all Services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination.
- 6** Should the Consultant's Services be suspended by the RDCK at any time for more than thirty (30) calendar days in any calendar year through no fault of the Consultant, the Consultant shall have the right until such suspension is lifted by the RDCK, to terminate this Agreement upon giving seven (7) working days' written notice to the RDCK. In such an event, the Consultant will be paid by the RDCK pursuant to this Agreement, for the completed tasks as per the Schedule of Tasks that remain unpaid as of the effective date of such termination.

GENERAL TERMS

- 7** The RDCK shall be the sole judge of the work, material and the standards of workmanship in respect of both quality and quantity of the Services, and their decision on all questions in dispute with regard thereto, or as to the meaning and intentions of this Agreement, and as to the meaning or interpretation of the plans, drawings and specifications, shall be final, and no Services shall be deemed to have been performed as to entitle the Consultant to payment therefrom, until the RDCK is satisfied therewith.
- 8** The RDCK certifies that the Service purchased pursuant to this Agreement are for the use of and are being purchased by the RDCK and are therefore SUBJECT TO THE FEDERAL GOODS AND SERVICES TAX.
- 9** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 10** Time shall be of the essence of this Agreement.
- 11** Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.

- 12 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 13 A waiver of any provision or breach by the Consultant of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.
- 14 A waiver under Section 13 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 15 Everything produced, received or acquired (the **“Material”**) by the Consultant or subcontractor as a result of this Agreement, including any property provided by the RDCK to the Consultant or sub-consultant, shall:
 - (a) be the exclusive property of the RDCK; and
 - (b) be delivered by the Consultant to the RDCK immediately upon the RDCK giving notice of such request to the Consultant.
- 16 The copyright in the Material belongs to the RDCK.
- 17 The RDCK may, at its discretion, notify the Consultant that the terms, amounts and types of insurance required to be obtained by the Consultant hereunder be changed.
- 18 Where the Consultant is a corporation, it does hereby covenant that the signatory hereto has been duly authorized by the requisite proceedings to enter into and execute this Agreement on behalf of the Consultant.
- 19 Where the Consultant is a partnership, all partners are to execute this Agreement.
- 20 Sections 1 f), l), m), s), and 18 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.
- 21 The ideas, processes, or other information contained in the Consultant’s Proposal is proprietary and, until the Consultant’s Proposal is accepted, shall not be disclosed to any parties outside of the RDCK’s staff or be duplicated by any means or used in whole or in part for any purpose. Should the Consultant’s Proposal be accepted, the RDCK shall have the right to duplicate, use or disclose the information contained therein.
- 22 Neither the RDCK nor the Consultant will be considered in default of this Agreement for non-performance due to strikes, labour disputes, riots, civil insurrection, mechanical breakdowns, war, floods, or acts of God or for other reasons beyond the reasonable control of the RDCK or the Consultant.
- 23 Unbudgeted disbursements incurred by the Consultant due to delays caused by weather conditions and/or poor site access shall be for the RDCK’s account.
- 24 The parties shall make all reasonable efforts to resolve a dispute by amicable negotiations and agree to provide, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 25 All matters in dispute, which cannot be settled by the RDCK and the Consultant, may, with the concurrence of both the RDCK and the Consultant, be submitted to final and binding arbitration to a single arbitrator appointed jointly by them.
- 26 No person shall be nominated to act as arbitrator who is in any way financially interested in the Project or in the affairs of either the RDCK or the Consultant.

- 27 In the event that the RDCK and the Consultant cannot agree to an arbitrator, such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia.
- 28 If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion shall be severed and the decision that it is illegal or invalid does not affect the validity of this Agreement.
- 29 This Agreement constitutes the sole and entire Agreement between the RDCK and the Consultant relating to the Project and completely supersedes and abrogates any prior agreements existing between the RDCK and the Consultant, whether written or oral.
- 30 The headings in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.
- 31 Parts 2, 3 and 4 of the **Choose Document Type** of the RDCK dated **[Enter Date]** and the Contractor's **Choose Document Type** provided in response are hereby incorporated into and forms part of this Agreement.
- 32 Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed or delivered.

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

REGIONAL DISTRICT OF CENTRAL KOOTENAY	CLICK HERE TO ADD RECIPIENT NAME
<hr/> (Signature of Authorized Signatory)	<hr/> (Signature of Authorized Signatory)
<hr/> (Name and Title of Authorized Signatory)	<hr/> (Name and Title of Authorized Signatory)
<hr/> (Signature of Authorized Signatory)	<hr/> (Signature of Authorized Signatory)
<hr/> (Name and Title of Authorized Signatory)	<hr/> (Name and Title of Authorized Signatory)

APPENDIX A

APPENDIX A

APPENDIX B – Supporting Documentation

Documents available upon request:

- Shoreline Guidance Document: Kootenay Lake
- Kootenay Lake Foreshore Integrated Management Planning (FIMP) 2022 Report
- Kootenay Lake Partnership Terms of Reference
- Frequently Asked Questions