

PARKS AND ENVIRONMENTAL SERVICES – REGIONAL PARKS

Request for Proposal

RFP No. 2019-PCR-01
Pay Parking Management RFP

March 2019

CAPITAL REGIONAL DISTRICT

Request for Proposal

Contents

1. Instructions to Proponents 1

 1.1. Invitation 1

 1.2. Closing Time and Date for Submission of Proposals 1

 1.3. Not a Tender 1

 1.4. Proposal Documents 1

 1.5. Inquiries 2

 1.6. Information Meeting 2

 1.7. Addenda 2

 1.8. Late Proposals 2

 1.9. Amendments to Proposals 2

 1.10. CRD's Right to Modify Terms and Negotiate 3

 1.11. Examination of Contract Documents and Site 3

2. Proposal Submission Form and Contents 3

 2.1. Package 3

 2.2. Form of Proposal 3

 2.3. Signature 3

3. Evaluation and Selection 4

 3.1. Evaluation Team 4

 3.2. Evaluation Criteria 4

 3.3. Litigation 4

 3.4. Additional Information 4

 3.5. Interviews 4

 3.6. Multiple Preferred Proposals 5

 3.7. Negotiation of Contract and Award 5

4. General Conditions 5

 4.1. No CRD Obligation 5

 4.2. Proponents Expenses 5

 4.3. No Contract 5

 4.4. Conflict of Interest 5

 4.5. Solicitation of CRD Staff, Board Members, Contractors 5

 4.6. Disclaimers/Limitations of Liability 6

 4.7. Confidentiality 6

 4.8. Ownership of Proposals and Freedom of Information 6

 4.9. Time 6

 4.10. Acceptance of Terms 6

List of Appendices

CONFIRMATION OF RECEIPT FORM

APPENDIX "A" – SCOPE OF SERVICES

APPENDIX "B" – FORM OF PROPOSAL

APPENDIX "C" – EVALUATION FORM

APPENDIX "D" – PRO FORMA CONTRACT FOR SERVICES

CAPITAL REGIONAL DISTRICT
REQUEST FOR PROPOSAL
PAY PARKING MANAGEMENT RFP
RFP NO. 2019-PCRP-01

1. Instructions to Proponents

1.1. Invitation

The Capital Regional District ("CRD") invites detailed proposals from consultants (the "Proponents") in strict accordance with these Proposal Documents (CRD, RFP No. 2019-PCRP-01). The proposals will be evaluated for the selection of a consultant (or consultants) with the intent to enter into a contract (the "Contract") to provide the services described in Appendix "A".

CRD Regional Parks invites proposals for seasonal parking management services to operate pay parking at Thetis Lake and Sooke Potholes Regional Parks for a five (5) year term effective May 1, 2019.

A Contract will not necessarily result from this Request for Proposal ("RFP").

1.2. Closing Time and Date for Submission of Proposals

The CRD will accept three copies of each proposal, in accordance with the instructions contained herein, at the following specific physical location:

Attention: Jim Bell
Park Operations Supervisor
Regional Parks
Address: Capital Regional District
490 Atkins Avenue
Victoria, British Columbia V9B 2Z8
Fax: 1.250.478.5416

On or before the following date and time (the "Closing Time"):

Time: 4:00 p.m. [local time]
Date: 29 March 2019

The CRD reserves the right to extend the Closing Time at its sole discretion.

Proposals must not be sent by fax or electronically.

1.3. Not a Tender

This is a Request for Proposal and not a tender call.

1.4. Proposal Documents

Each Proponent will ensure it provides its correct name, address, email address, telephone number and facsimile number to the CRD at the time the Proponent receives a set of Proposal Documents.

Failure to return the attached Receipt Confirmation Form to the CRD Representative listed in section 1.5 within five (5) days of receiving the Proposal Documents may result in no further communication regarding this RFP.

Please use and reference the above RFP number on all correspondence.

Proponents are advised to read and respond appropriately to all sections of the RFP.

Incomplete proposals may be rejected at the sole discretion of the CRD.

1.5. Inquiries

All inquiries related to this RFP, including whether or not the Contract has been awarded, should be directed in writing to the person named below (the "CRD Representative"). Information obtained from any person or source other than the CRD Representative may not be relied upon.

Name: Jim Bell
Address: 490 Atkins Avenue, Victoria BC V9B 2Z8
Fax: 1.250.478.5416
Telephone: 1.250.360.3356
Email: jbell@crd.bc.ca

Inquiries should be made no less than seven (7) days prior to Closing Time. The CRD reserves the right not to respond to inquiries made less than seven (7) days prior to Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the CRD.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the CRD Representative. If the CRD determines that an amendment is required to this RFP, the CRD Representative will issue a written addendum to the Proponents. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

1.6. Information Meeting

A mandatory information meeting will be hosted by the CRD Representative to discuss the CRD's requirements under this RFP. **At the time of issuance of this RFP a meeting has been scheduled as follows:**

Date: 25 March 2019
Time: 9:00 a.m. to 1:00 p.m. (Local Time)
Location: 490 Atkins Avenue, Victoria BC
Phone: 1.250.360.3354

1.7. Addenda

If the CRD determines that an amendment is required to this RFP, the CRD will issue a written addendum to all Proponents of record that will be incorporated into and become a part of this RFP. Failure to acknowledge and address all addenda in a Proposal may render the Proposal invalid.

1.8. Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Proposals received after the Closing Time will be returned unopened to the Proponent.

1.9. Amendments to Proposals

Proposals may be revised by written amendment, provided they are delivered to the location set out in section 1.2. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 2.3. Fax amendments are permitted provided they

are received by the CRD's fax machine prior to the Closing Time, but such fax amendments may show only the change to the proposal price(s) and in no event disclose the actual proposal price(s). A Proponent bears all risk that the CRD's fax equipment functions properly so as to facilitate timely delivery of any fax amendment. All faxed amendments should be sent to the CRD fax number listed in section 1.2.

1.10. CRD's Right to Modify Terms and Negotiate

The CRD, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The CRD also reserves the right following the Closing Time, and in accordance with the terms of this RFP, to negotiate with one or more Preferred Proponents any modification or variation of the terms of the RFP, including any of the documents referred to in the definition of "Contract" herein or any modification or variation of the terms of any Proposal, including price, that the CRD considers to be in its best interests. For certainty and without limiting the foregoing, the CRD may, for the purpose of entering into a Contract with any Proponent, amend the description of the required work included in this RFP so that it accurately reflects the services to be provided by the Proponent.

1.11. Examination of Contract Documents and Site

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including all attached Appendices, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

2. Proposal Submission Form and Contents

2.1. Package

Each Proposal must be submitted using a two-envelope process. One envelope must contain the Proponent's price, fee schedule or cost of its Proposal and be clearly marked "Financial Proposal" and the other envelope must contain the balance of the Proposal and be clearly marked "Technical Proposal". Proposals must be in a sealed package and marked on the outside with the Proponent's name, title of the Project and RFP number.

2.2. Form of Proposal

Proponents must submit their Proposal in accordance with the instructions set out in Appendix "B" – Form of Proposal,

2.3. Signature

The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full legal name of the corporation should be included, together with the names of the authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted.
- (b) If the Proponent is a partnership or joint venture then the legal name of the partnership or joint venture and the name of each partner or joint venturer should be included and each partner or joint venturer should sign personally (or, if one or more person(s) having signing authority for the partnership or joint venture should provide evidence to the satisfaction of the CRD that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above.

- (c) If the Proponent is an individual, including sole proprietorship, the name of the individual should be included.

3. Evaluation and Selection

3.1. Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the CRD by the Evaluation Team. The Evaluation Team may consult with others including CRD staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required.

3.2. Evaluation Criteria

The Evaluation Team will compare and evaluate each Proposal to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the CRD, using the following general criteria:

- (a) Understanding of issues specific to this assignment including proposed work methodology, proposed level of effort, proposed work schedule and sequence of work.
- (b) Experience and capability of firms and staff in similar assignments
- (c) Past performance of firm and staff as determined from the CRD and references.
- (d) Availability and commitment of resources including staff, office and technical support.
- (e) Past performance of cost and scheduling control practice.
- (f) Fee schedule and total cost of services (upset fee) to the CRD.

Specific criteria and their importance are outlined in the Evaluation Form attached as Appendix "C".

3.3. Litigation

In addition to any other provision of this RFP, the CRD may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the CRD, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the CRD will consider whether the litigation is likely to affect the Proponent's ability to work with the CRD, its contractors and representatives and whether the CRD's experience with the Proponent indicates that there is a risk the CRD will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

3.4. Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

3.5. Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

3.6. Multiple Preferred Proposals

The CRD reserves the right and discretion to divide up the Services, either by scope, geographic area, or on any other basis as the CRD may decide, and to select one or more Preferred Proponents to enter into discussions and/or negotiations with the CRD for one or more Contracts to perform all or a portion or portions of the Services. In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the CRD that might result or be achieved from the CRD dividing up the Services and entering into one or more Contracts with one or more Proponents.

3.7. Negotiation of Contract and Award

If the CRD selects one or more Preferred Proponents, then it may enter into a Contract with the Preferred Proponent(s), or enter into discussions with the Preferred Proponent(s) to attempt to negotiate the terms of the Contract(s), and such discussions may include but are not limited to negotiating amendments to the scope of Services and the Preferred Proponent's price(s).

If at any time the CRD reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, the CRD may give the Preferred Proponent(s) written notice to terminate discussions, in which event the CRD may then either open discussions and/or negotiations with another Proponent or Proponents, or terminate the RFP and retain or obtain the Services in some other manner.

Proponents will be notified in writing when a Contract has been awarded.

4. General Conditions

4.1. No CRD Obligation

This RFP does not commit the CRD in any way to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, or to award any Contract, and the CRD reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason.

4.2. Proponents Expenses

Proponents are solely responsible for their own expenses in preparing, submitting Proposals, and for any meetings, negotiations or discussions with the CRD or its representatives and contractors relating to or arising from this RFP.

4.3. No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

4.4. Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the CRD, its elected or appointed officials or employees. The CRD may rely upon such disclosure.

4.5. Solicitation of CRD Staff, Board Members, Contractors

Proponents and their agents will not contact any member of the CRD Board, CRD staff or CRD contractors with respect to this RFP, other than the CRD Representative named in section 1.5, at any time prior to entering into a Contract or the cancellation of this RFP.

4.6. Disclaimers/Limitations of Liability

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of the Proponent to obtain such approval, permit or license prior to commencement of the work under the anticipated Contract.

The CRD, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the CRD. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The CRD, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

4.7. Confidentiality

The RFP documents, or any portion thereof and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the CRD on a confidential basis as a result of or during the course of the RFP process.

4.8. Ownership of Proposals and Freedom of Information

Each Proposal submitted, as well as any other documents received from a Proponent, become the property of the CRD, and as such are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their Proposal that is submitted on a confidential basis. Subject to any requirement for access under FOIPPA, the CRD will hold in confidence any such information received from a Proponent. However, the CRD specifically reserves the right to distribute information about any Proposal internally to its own directors, officers and employees, to its consultants and contractors where the distribution of that information is considered by the CRD to be necessary to its internal consultation process.

4.9. Time

The timing for the submission and receipt of Proposals and any amendments thereto shall be determined by reference to the CRD local area network time.

4.10. Acceptance of Terms

The submission of a Proposal constitutes the agreement of the Proponent that all the terms and conditions of this RFP are accepted by the Proponent and incorporated in its Proposal.

APPENDIX “A” – SCOPE OF SERVICES

BACKGROUND

Capital Regional District (CRD) Regional Parks implements pay parking on a seasonal basis from May 1 to and including September 30 each year within designated parking areas at Thetis Lake and Sooke Potholes Regional Parks. People with disabilities displaying a **valid** disabled permit and parked within **designated** disabled stalls are exempt from the requirement to pay. CRD Regional Parks also reserves the right to exempt from pay parking approved community events.

All regional parks are open from sunrise to sunset only.

Park visitors have two pay parking options available: a single day use permit or a season pass (May 1 to September 30). The cost for pay parking as approved by the Capital Regional District Board (CRD) is as follows:

- **Day use permit: \$2.25**
- **Season pass: \$20.00**

At the discretion of the CRD Board, pay parking fees may be adjusted.

DELIVERABLES

CRD Regional Parks requires the following:

1.1 Operational

- **Thetis Lake Regional Park:** A minimum of four pay stations. At least one pay station must be capable of accepting coins and all major credit cards to provide day use permits and season passes
- **Sooke Potholes Regional Park:** A minimum of three pay stations. At least one pay station must be capable of accepting coins and all major credit cards to provide day use permits and season passes
- All pay stations must be operational during park open hours
- Highly visible pay parking signs and pay station locations are subject to approval by CRD Regional Parks prior to installation
- Pay parking signs must contain key information including but not limited to:
 - Phone number of the contractor
 - Business address of the contractor
- All pay parking day use permits and season passes provided by the contractor are subject to approval by CRD Regional Parks prior to public sale
- Replacement of lost or stolen season passes is the responsibility of the contractor
- The contractor will be responsible for all pay parking related day use permits, season passes, staffing, administration, signs, revenue collection, pay parking patrolling and pay parking enforcement
- All pay parking related signs and equipment must be removed from all sites at the conclusion of the pay parking season

1.2 Legal and Regulatory

- The contractor must be registered with WorkSafe BC, maintain coverage for the duration of the contract and provide CRD Regional Parks with their WorkSafe BC registration number
- The contractor will be required to submit to CRD Regional Parks a copy of a business license(s) to operate within the Town of View Royal and the District of Sooke
- The contractor will be considered to be the prime contractor and will be required to submit to CRD Regional Parks a copy of any staff safety plans acceptable to WorkSafe BC that demonstrate a commitment to the contractor's employee's safety
- Towing of vehicles by the contractor is strictly prohibited

1.3 Revenue

- The contractor will submit revenue each month for the term of the contract
- The contractor will submit monthly reports on revenues and expenditures that will include, but not be limited to the following:
 - Schedule of Revenue including but not limited to:
 - monthly meter revenue
 - season pass revenue
 - collected fine amount revenue
 - Schedule of Expenses including but not limited to:
 - management fee (percentage of gross revenue as per the contract)
 - season pass deposits
 - repairs and maintenance
 - sign servicing and supply
 - any other proposed miscellaneous expenses
 - A listing of operating expenses with supporting documentation
 - Any and all applicable taxes on net operating revenue
- Revenue collection from pay parking fines will be the sole responsibility of the contractor and is considered part of the gross revenue for the contract term.

APPENDIX “B” – FORM OF PROPOSAL

PROPONENT’S TECHNICAL PROPOSAL (ENVELOPE ONE)

At a minimum, please provide the following information using simplified language (e.g. understandable to the layperson) where possible:

- A prime consideration of CRD Regional Parks is customer service and convenience. Describe methods that will be employed to make any visit to regional parks during the pay parking season a pleasant experience and to encourage further visits. Discuss any operational challenges envisioned and indicate how these challenges will be resolved.
- Define the number and type of pay parking equipment provided
- Identify what makes your user interface simpler and more intuitive for customer interaction than those of your competition
- Provide visual examples of a typical pay station day use permit and season pass
- Describe and provide a recommended schedule for how routine and preventative maintenance service call outs to the facility will be provided
- Describe the pay parking enforcement services

PROPONENTS FINANCIAL PROPOSAL (ENVELOPE TWO)

Proponents are required to organize and include comprehensive information to assist CRD Regional Parks in evaluating financial proposals. CRD Regional Parks is asking for clear, concise and comprehensive information that clearly outlines the financial aspects of the proposal as follows:

- Describe in detail how CRD Regional Parks will be able to monitor and control revenues generated through violations
- Describe in detail the process in place for the collection of outstanding violations
- Management fee based on a percentage of the gross revenue share for each year of the proposed term (see below for pay parking gross revenues for the years 2014 – 2018)
- Revenue projections based on established pay parking rates
- Describe in detail revenue security, accounting controls and procedures
- Describe in detail all anticipated operating costs
- Monthly reporting statements
- Set up costs
- Identify when and how often pay stations will have their cash and credit card data collected
- Provide comprehensive details of the security and audit procedures that are used to protect the money collected from the pay stations

- Provide clarification and accept responsibility that all card data collection and enquiries will be compliant with Payment Card Industry (PCI) requirements
- Identify when (by day of the month) monies, cash and credit card revenues will be given to CRD Regional Parks
- Identify when (by day of month) a Monthly Statement of Account will be delivered to CRD Regional Parks.

CRD REGIONAL PARKS PAY PARKING GROSS REVENUE 2014 – 2018

THETIS LAKE AND SOOKE POTHOLE REGIONAL PARKS

YEAR	GROSS REVENUE
2014	\$
2015	\$
2016	\$
2017	\$
2018	\$

Evaluation Form, continued

	P O I N T S	PROPONENTS							
Total Brought Forward	500								
3. <u>THE METHOD</u>									
3.1 Operational roles/responsibilities	100								
3.2 Legal and Regulatory	100								
TOTAL METHOD	200								
4. <u>THE FINANCIAL</u>									
4.1 Forecasted gross revenue for each year of the five (5) year term	100								
4.2 Management fee percentage	100								
4.3 Net to CRD Regional Parks for each year of five (5) year term	100								
TOTAL FINANCIAL	300								
TOTAL	1000								

CRD Consultants Policy—Evaluation Procedures

Both technical merit and cost are awarded a maximum of 500 points each, for a total potential of 1,000 evaluation points. Technical proposals will be opened and marked out of a total score of 500 points against the evaluation grid before any financial proposals are opened. Each technical presentation will be evaluated on the basis of the firm's experience, competence of its personnel and acceptability of the method proposed.

A firm's technical proposal shall be deemed qualified only if it complies with all requirements contained in the Request for Proposal.

Only proposals whose technical scores are within 15% of the proposal awarded the highest technical score will have their financial proposals opened and evaluated. All other financial proposals will be returned unopened upon appointment of the selected firm. The only exception to this policy is when the proposal of the second-ranked firm is more than 15% below the highest technical score and still technically qualified. In such a case, the second-ranked firm would have its financial proposal opened to avoid a non-competitive situation.

In all cases, the Capital Regional District reserves the right to cancel the competition and call for new proposals.

Financial proposals can be awarded a maximum of 500 points. The financial proposal with the lowest cost of fees will be awarded 500 points, which will be added to the technical score, resulting in the firm's total score. The percentage by which each of the remaining firms' proposed costs exceeds the cost of the lowest qualified proposal will be the percentage by which the 500 points is reduced, prior to adding it to the technical score resulting in each firm's total score.

For example, if the proposed cost of Firm A exceeds the lowest proposed cost (Firm B) by 10%, Firm A will add 500 minus (10% of 500), or 450 points to its technical score. The firm receiving the highest total score will be judged to have the best value to the Region.

COSTS INCLUDED IN PROPOSAL EVALUATION

All personnel fees, salaries, wages and reimbursable expenses will be taken into account in the proposal evaluation.

DEBRIEFING

Subsequent to final selection of a firm for contract award, all other proposing firms have the right to receive a debriefing on the strengths and weaknesses of their proposal. Points awarded by evaluation teams for both technical and financial proposals will remain confidential and may not be divulged to any proposing firm.

Minimum Technical Score

Technical proposals must achieve a score of at least 350 points (70%) to be considered "technically qualified". Financial proposals for firms failing to achieve the minimum technical score will not be opened.

**APPENDIX "D" – PRO FORMA CONTRACT FOR SERVICES
CONTRACT FOR SERVICES**

THIS AGREEMENT dated for reference and made as of the [] day of [], 201[]

BETWEEN:

CAPITAL REGIONAL DISTRICT
625 Fisgard Street
Victoria, BC V8W 2S6
Fax No. 250-[]-[]

("CRD", "we", "us" or "our" as applicable)

OF THE FIRST PART

AND:

[CONTRACTOR NAME]

[ADDRESS]

Victoria, BC, X#X #X#

Fax No. 250-[]-[]

("Consultant", "you" or "your" as applicable)

OF THE SECOND PART

WHEREAS:

- A. The CRD called for proposals for the provision of consulting services for [CONTRACT NUMBER] [NAME OF PROJECT] (the "**Project**"), and the Consultant in reply submitted a proposal dated [DATE]. A copy of the call for proposals is attached as Schedule "C" to this Agreement, and a copy of the Consultant's proposal is attached as Schedules "D" and "E" to this Agreement.
- B. The CRD has agreed to engage the Consultant and the Consultant has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the CRD in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the CRD and the Consultant, in consideration of their mutual duties and responsibilities to one another under this agreement (the "**Agreement**"), agree as follows:

CONSULTANT'S OBLIGATIONS:

1. **Standard of Care** You must provide the Services with the degree of care, skill and diligence normally provided by consultants having similar qualifications in the performance of duties of a nature similar to the Services, and you must provide the Services within the time limits specified in Schedule "A" or, if no time limit is specified in Schedule "A", you must provide the Services promptly.
2. **Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in Schedule "A" to this Agreement. All other costs and expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.
3. **Confidentiality** You must not disclose any information, data or secret of the CRD to any person other than representatives of the CRD duly designated for that purpose in writing by us and you must not use for your own purposes or for any purpose other than those of the CRD any

information, data or secret you may acquire as a result of being engaged pursuant to this Agreement.

4. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of interest between your obligations under this Agreement and your obligations to such other person, firm or corporation.
5. **Ownership of Materials** All plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials produced by you under this Agreement (collectively, the "**Intellectual Property**") are and will remain our property even though you or another party has physical possession of them. You hereby waive in our favour any moral rights you, your employees, sub-consultants or sub-contractors may have in the Intellectual Property. Until the expiry or earlier termination of this Agreement, you may retain copies, including reproducible copies of the Intellectual Property. You must not use the Intellectual Property on other projects or for other clients except with written consent from us. You must obtain our consent before you publish or make public any of the Intellectual Property in book, periodical, electronic or any other form.
6. **Retention of Intellectual Property on Termination** Upon expiry or earlier termination of this Agreement, you must turn over to us all Intellectual Property, keeping a single copy for your own archival purposes.
7. **Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 3, 4, 5, 6 and 8 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
8. **Indemnification** You must indemnify and save harmless us and our elected officials, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising, from an error, omission or negligent or wilful act of you or your agents, employees, sub-consultants or sub-contractors, or from your breach of this Agreement.
9. **Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule "B" to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.
10. **Compliance with Laws** You must comply with all laws applicable to the provision of the Services.
11. **Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.
12. **Legal Relationship** The legal relationship between you and the CRD arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.
13. **Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this Agreement.

PAYMENT

14. **Payment for Services** We must pay you the fees for your Services at the times set out in Schedule "A". Where you are specifically authorized in Schedule "A" to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule "A" as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued no more than 30 days after receipt of your invoice, in accordance with our accounts payable policies.
15. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

TERMINATION AND SUSPENSION

16. **For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.
17. **For Absence** If for any reason you are unable to provide the Services using the individuals or subcontractors named in your proposal and set forth in this Agreement for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.
18. **Suspension** If your Services are suspended by the CRD at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the CRD to terminate this Agreement upon giving written notice thereof to the CRD. In such an event, you shall be paid by the CRD for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension unless the parties otherwise agree in writing.
19. **With Notice** If we are unwilling or unable to proceed with the Project we may terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination.

GENERAL

20. **Client to Provide Information** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the CRD, in the preparation of the call for proposals and this Agreement, the supply of oral or written information to you, the review of proposals or the carrying out of the CRD's responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the CRD in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the call for proposals, the supply of oral or written information to proponents, the review of proposals, or carrying out of the CRD's responsibilities under this Agreement.

21. **Client to Respond** We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.
22. **Site Access** We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.
23. **Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
24. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the CRD or the Consultant shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
25. **Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the CRD and the Consultant and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the CRD and the Consultant with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the CRD and the Consultant.
26. **Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
27. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
28. **Designation of Parties** In this Agreement, “we”, “us” and “our” refer to the CRD alone and never refer to the combination of the Consultant and CRD. The combination of the CRD and the Consultant is referred to as “the parties”.
29. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
30. **Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
31. **Time** Time is of the essence in this Agreement.
32. **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

DISPUTE RESOLUTION

33. **Arbitration** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the CRD and the Consultant, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.

- 34. **No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the CRD or the Consultant.
- 35. **Nominees** If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

DESIGNATED REPRESENTATIVES

- 36. **CRD Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the "CRD Representative") and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the CRD Representative in the place and stead of any person previously designated.
- 37. **Project Manager** You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the "Project Manager") and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

NOTICE

- 38. **Notice** Unless otherwise specified in this Agreement, any notice required to be given by either party shall be deemed to have been given if delivered by hand, mailed by prepaid registered mail or faxed to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice shall be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered by hand, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, force majeure or other cause beyond the control of the parties, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other means of communication which have not been so interrupted or shall deliver such notice by hand in order to ensure its prompt receipt.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

CAPITAL REGIONAL DISTRICT by its authorized signatories:)

_____))
Name)

_____))
Name)

XXXXXXXXXX by its authorized signatories:)

_____))
Name)

Name

)
)
)
)

SCHEDULE "A"
SERVICES AND FEES

SCHEDULE "B"

INSURANCE REQUIREMENTS

The Consultant shall, at his own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the CRD with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:

(a) Commercial General Liability Insurance

- i) The Consultant shall maintain Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations, and
- ii) this insurance shall be an all risk, occurrence based policy with a three million (\$3,000,000.00) minimum limit on an occurrence basis, and
- iii) the Capital Regional District shall be named as an additional insured, and
- iv) this policy shall contain the separation of insureds, cross liability clause in the conditions of the policy, and
- v) all such policies shall provide that no cancellation or material alteration in the policy shall become effective until 15 days after written notice of such cancellation, or alteration has been given to the CRD, and
- vi) the Consultant shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.

(b) Automobile Insurance

- i) The Consultant shall maintain Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence in respect of all vehicles owned and / or operated by the Consultant in connection with this agreement.

(c) Property Insurance

Notwithstanding anything contained elsewhere herein or within the service agreement, it is understood and agreed that the CRD will not be liable for any loss or damage to the Consultant's equipment including loss of use thereof. Each and every policy insuring Consultant's equipment to be used on this project shall contain a waiver of subrogation clause in the favour of the CRD.

(d) Professional Liability (Errors and Omissions) Insurance

- (i) The Consultant shall maintain Professional Liability (Errors and Omissions) Insurance coverage with a limit of not less than Five Hundred Thousand (\$500,000) per claim and an aggregate limit of not less than One Million (\$1,000,000) per policy period.
- (ii) The Consultant shall provide the CRD with a certificate of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.

2. The Consultant shall require that each of his Sub-Contractors provide evidence of comparable insurance in the name of the Sub-Contractor to that set forth under this schedule.

3. Maintenance of such insurance and the performance by the Contractor of its obligations under this schedule shall not relieve the Consultant of liability under the indemnity provisions set forth in this Agreement.

4. The CRD may take out and maintain the insurance required by this agreement at the cost of the Consultant if the Consultant is in default under this Agreement.

[CONSULTANT MUST SUBMIT A COPY OF THEIR INSURANCE CERTIFICATE HERE]

SCHEDULE "C"

CALL FOR PROPOSALS

SCHEDULE "D"
CONSULTANT'S PROPOSAL

SCHEDULE "E"
CONSULTANT'S FEE PROPOSAL