

REQUEST FOR PROPOSALS



RFP-2603 Playground Installations

The Central Coast Regional District (CCRD) invites proposals from qualified contractors to design, construct and install three picnic tables, two concrete pads, a bench and two sets of pole obstacles for local playgrounds.

ISSUE DATE: August 6, 2026

CLOSING TIME AND DATE: August 21, 2026

QUERIES

Contact: Hans Granander, Director of Operations, 250-982-0081
Central Coast Regional District
Box 186, 626 Cliff Street, Bella Coola, BC V0T 1C0
E-mail: hgranander@ccrd.ca

The Central Coast Regional District ("Regional District") will determine, at its sole discretion, whether the query requires response and such responses will be made available to all by issue of addenda posted to the regional districts website (www.ccrd.ca). No verbal conversation will affect or modify the terms of this RFP.

Administrative Requirements

Definitions

Throughout this RFP, the following definitions apply:

"Contract" means the written agreement resulting from this RFP executed by the CCRD and the Contractor;

"Contractor" means the successful Proponent to this RFP who enters into a written Contract with CCRD;

"must", or "mandatory" means a requirement that must be met in order for a Proposal to receive consideration;

"Proponent" means an individual or company that submits (or intends to submit) a Proposal;

"Proposal" means the document submitted by the Proponent;

"CCRD" means the Central Coast Regional District;

"RFP" means the process described in this document;

"should" or "desirable" means a requirement having a significant degree of importance to the RFP.

Terms and Conditions

The following terms and conditions will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms herein and that are included in any addenda issued by the CCRD. Provisions in Proposals that contradict any of the terms of this RFP will be as if not written and do not exist.

Addenda

The Proponent is required to regularly check the CCRD's website for any updated information and addenda issued before the closing date. If there is any discrepancy in the RFP documentation, the CCRD's original file will prevail.

Late Proposals

Proposal will be marked with its receipt time at the closing location. Only a Proposal received and marked before the closing time will be considered to have been received on time. A Proposal received after the closing time may not be considered. In the event of a dispute, the receipt time of the Proposal is as recorded by the CCRD at the closing location will prevail. The Proponent is advised to verify prior to the closing time that the CCRD has received the Proposal.

Eligibility

A Proposal may not be evaluated if the Proponent's current or past corporate or other interests may, in the CCRD's opinion, give rise to a conflict of interest in connection with the project described in this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent is advised to consult with the Contact Person prior to submitting a Proposal.

Evaluation

The evaluation of the Proposal will be by staff of the CCRD but may include Contractors/contractors of the CCRD. The CCRD's intent is to enter into a Contract with the Proponent who has been evaluated as having the most desirable proposal. The CCRD may, at its discretion, request clarifications or additional information from Proponents with respect to any Proposals, make such requests to only selected Proponents, and consider such clarifications or additional information in evaluating the Proposals.

Negotiation/Negotiation Delay

The CCRD reserves the right, prior to awarding the Contract, to negotiate changes to the scope of work (including pricing to meet budget) with the successful Proponent without advising any other Proponent or allowing any other Proponent to vary their Proposal as a result of the changes to the scope of work or to the contract documents and the CCRD may enter into a changed or different contract with the successful Proponent without liability to Proponents who were not awarded the Contract.

If a Contract cannot be negotiated within 14 days of notification of the successful Proponent, the CCRD may, at its sole discretion at any time thereafter, terminate negotiations with such Proponent and either negotiate a Contract with the next qualified Proponent, reissue the RFP, or terminate the RFP process and not enter into a Contract with any of the Proponents.

Alternative Solutions

If alternative solutions are to be offered, the Proponent should consult with the Contact Person prior to submitting the Proposal.

Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time. Upon closing time, all Proposals become final. The Proponent will not change the wording of the Proposal after closing and no words or comments will be added to the Proposal unless requested by the CCRD for purposes of clarification.

Proponents' Expenses

The Proponent is solely responsible for its own expenses in preparing the Proposal and in subsequent negotiations with the CCRD, if any. Regardless of whether or not the CCRD elects to reject all Proposals, the CCRD will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other cause of action whatsoever.

Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it has no cause of action, for any reason whatsoever, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing the Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing time. The accuracy and completeness of the Proposal shall be the sole responsibility of the Proponent and any errors or omissions shall be corrected at the Proponent's expense.

Firm Pricing

Prices will be firm for the entire contract. Unless the RFP specifically states otherwise.

Currency and Taxes

Prices quoted are to be

- in Canadian dollars;
- inclusive of all fees;
- exclusive of disbursements, for which a detailed estimate shall be provided by the Proponent; and
- inclusive of all applicable taxes, broken out.

Completeness of Proposal

By submitting the Proposal, the Proponent warrants that, if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Contractor at no charge.

Subcontracting

The use of a subcontractor(s) (who should be identified in the Proposal) may be acceptable. This includes a joint submission by two Proponents having

no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be defined in the Proposal. However, a proposed subcontractor whose current or past corporate or other interests may, in the CCRD's opinion, give rise to a conflict of interest in connection with the subject-matter of the RFP may not be acceptable. This includes, but is not limited to, a subcontractor involved in the preparation of this RFP. If a Proponent is in doubt as to whether a proposed subcontractor may give rise to a conflict of interest, the Proponent should consult with the Contact Person prior to submitting a Proposal. Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. The addition of new subcontractors, or any other changes to the subcontractor list, as set out in the Contract will not be allowed without the written consent of the Regional District.

Acceptance of Proposals

This RFP is not an agreement to purchase goods or services. The CCRD is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The CCRD will assess Proposals in light of the evaluation criteria. The CCRD is under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of the Proposal nor 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 by-law.

Definition of Contract

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

Contract

By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the CCRD in substantially the terms set out in Schedule B.

Liability for Errors

While the CCRD has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for the Proponents. The information is

not guaranteed or warranted to be accurate by the CCRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

Modification of Terms

The CCRD reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a Contract with the successful Proponent.

Ownership of Proposals

All Proposals submitted to the CCRD become the property of the CCRD. They will be received and held in confidence by the CCRD, subject to the provisions of this RFP and the Freedom of Information and Protection of Privacy Act. Use of Request for Proposals Any portion of this document, or any information supplied by the CCRD in relation to this RFP may not be used or disclosed, for any purpose other than for the submission of the Proposal. Without limiting the generality of the foregoing by submission of the Proposal, the Proponent agrees to hold in confidence all information supplied by the CCRD in relation to this RFP.

Reciprocity

The CCRD may consider and evaluate a Proposal from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.

No Lobbying or Solicitation

The Proponent must not attempt to communicate directly or indirectly with any employee, contractor or representative of the CCRD, including the members of the evaluation team and any elected officials of the CCRD, or with members of the public or the media, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by the CCRD herein or otherwise.

Collection & Use of Personal Information

The Proponent is solely responsible for familiarizing itself and for ensuring that it complies, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires the Proponent to provide the CCRD with personal information of employees or subcontractors who have been included as resources in response to this RFP,

the Proponent will ensure that it has obtained written consent from each of those persons before forwarding such personal information to the CCRD. Such written consents are to specify that the personal information may be forwarded to the CCRD for the purposes of responding to this RFP and use by the CCRD for the purposes set out in the RFP. The CCRD may, at any time, request the original consents or copies of the original consents from the Proponent, and upon such request being made, the Proponent will immediately supply such originals or copies to the CCRD.

INSTRUCTION TO PROPONENTS

DESCRIPTION OF SERVICES

TERM

The term of the Contract will see works commence on or about September 15, 2026 and conclude no later than November 30, 2026.

RFP DOCUMENTS

There is no RFP document package for this project.

QUERIES

Queries and requests for clarification related to this RFP are to be submitted, in writing, to the following Contact Person:

Contact: Hans Granander or Denis Tippie
Central Coast Regional District
Box 186, 626 Cliff Street, Bella Coola, BC V0T 1C0
E-mail: hgranander@ccrd.ca; dtippie@ccrd.ca

The Central Coast Regional District will determine, at its sole discretion, whether the query requires response and such responses will be made available to all by issue of addenda posted to the regional districts website (www.ccrd.ca). No verbal conversation will affect or modify the terms of this RFP.

CLOSING DATE AND TIME AND PROPOSAL OPENING

Proposals must be received by the CCRD in electronic form on or before 4:00 pm PDT on August 21, 2026. Late proposals will not be accepted nor will proposals submitted in paper form be accepted. Proposals will not be opened in public.

PROPOSAL FORMAT

The CCRD requests that the following format and sequence be followed in order to provide consistency in considering proposals.

- Title page, including RFP title, proponents name, address, phone number, e-mail address, name of representative and form of business organization (sole proprietorship, partnership, corporation, corporation number, etc.); and
- Letter of introduction, identifying the proponent, the key contacts and their contact information, previous experience in similar projects and contact information for references; and
- The body of the proposal including your approach, methodology with regard to the project including and cost breakdown.

SUBMISSION OF PROPOSALS

Proposals must be submitted to the CCRD in electronic form via e-mail to hgranander@ccrd.ca. Paper documentation will not be accepted. Submission must be less than 150 MB. Any submission greater than 150 megabytes must be separated into two emails.

The subject line of the e-mail must include: "RFP-2603 – [Proponent Name]"

Commented [MS1]: ?

Commented [1R2]: Term - I'm not sure whether Board needs to approve winning bid. That's why I stated Sept 15 day after BOD meet. But can go earlier if BD approval not needed. Please remove reference to document package.

The proposal shall include signed documents as required by this RFP, submitted by a person authorized to legally bind the proponent.

EVALUATION CRITERIA

Proponents must meet or exceed mandatory requirements and must demonstrate in their proposal that they have clear understanding of the RFP requirements. Proponents need to articulate their proposals intentions and expectations indicating how they will fulfill the requirements set out in Schedule A and what they will provide in order to meet the objectives of this project that criteria for evaluation of the proposals may include, but is not limited to:

Criteria	Relative Weight
Proponent experience on similar projects.	40%
Cost effectiveness (value for money, clarity of pricing, and demonstrated ability to work within budget)	40%
Workplan outlining timeframes to complete required works.	10%
Local sourcing and materials	10%
Total	100%

PROJECT DETAILS

SCOPE OF WORK

Please see Schedule A – Scope of Work

TERMS OF PAYMENT

The proponent must specify in the proposal the terms of payment required for the duration of the project (if more frequent than a monthly invoicing cycle.)

COSTS

The proponent will provide a fixed price for all work necessary to complete the scope of work as set out in Schedule A, as well as an average hourly rate for any extras in the event of changes in the scope of work (for clarity, Please note any changes to the scope of work must be authorized in advance and in writing by the CCRD). Total cost of all services provided, must not exceed \$29,000.00 CDN inclusive of materials, labour, equipment, and applicable taxes exclusive of GST. Proposals exceeding this amount will be considered non-compliant and will not be evaluated.

GENERAL CONDITIONS

INSURANCE

Except as may be otherwise expressly approved by the Central Coast Regional District in writing, the proponent will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Central Coast Regional District:

- a. Commercial General Liability Insurance with not less than \$2,000,000 coverage per occurrence insuring the Contractor from liability resulting from errors and omissions in the performance of services under the contract. The Central Coast Regional District must be named as an additional insured on this policy and the policy shall contain a cross-liability clause.
- a. The successful Contractor must also provide the Central Coast Regional District with a certificate issued by the insurer(s) as evidence of the coverage required on or before commencement of the project.
- b. Each policy of insurance required under this agreement shall be maintained during the continuance of this agreement and shall not be capable of cancellation unless 30 days' notice is first given to the Central Coast Regional District.

- c. The successful Contractor must ensure that every subcontractor provides and maintains insurance substantially in accordance with the requirements of this agreement. The successful Contractor shall be as fully responsible to the Central Coast Regional District for acts and omissions of subcontractors and of persons employed directly or indirectly by them as for acts and omissions of persons directly employed by the Contractor.

WORKSAFE

The successful proponent shall:

- a. Hold a valid WorkSafeBC registration number for the duration of the project.
- b. Produce a copy of a WorkSafe BC registration number on or before commencement of the project.
- c. Comply with Occupational Health and Safety Regulations.
- d. In the event of a multiple employer workplace (i.e. Field work requiring survey, geotechnical investigation, traffic control etc.) be the designated prime contractor, and fulfil the prime contractor's responsibilities as defined in:
 - i. WorkSafeBC Occupational Health and Safety Regulation, Notice of Project, Section 20.2, and Coordination of Multiple Employer Workplaces, Section 20.3; Workers Compensation Act (RSBC 1996), Coordination at multiple- employer workplaces, Section 118, Subsections (1) & (2); General Requirements; Section 3.10 Worksafe BC.

COMPLIANCE

The work to be carried out must comply with and be in accordance with all provincial and local government laws, permits, regulations and policies.

INDEMNITY

Except to the extent arising out of the negligent acts or omissions of the CCRD and its directors, officers, employees, volunteers, contractors, agents, successors and assigns, as determined by a court of competent jurisdiction, the Proponent/Contractor shall release, indemnify and save harmless the CCRD and its directors, officers, employees, volunteers, contractors, agents, successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Proponent/Contractor, its employees, agents, or assigns in the performance of the Services herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive notwithstanding the completion of the Services under this Agreement and/or the expiry or termination of this Agreement. The indemnity provided by the Proponent/Contractor to the CCRD will not in any way be limited or restricted by the insurance requirements or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

SCHEDULES

SCHEDULE A – Scope of Work

SCHEDULE B – Draft ~~Services~~ Agreement

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SCHEDULE A - SCOPE OF WORK

(The term "Contractor" below refers to the successful Proponent)

The CCRD manages the playgrounds at Walker Island and Smith Sub-division (Nusatsum) and grant funding is available through the Investing in Canada Infrastructure Program to upgrade the facilities at these playgrounds. Accordingly, three picnic tables, two concrete pads, a bench and two sets of obstacle poles are to be designed, constructed and installed at the sites.

KEY ACTIVITIES

The Contractor will undertake the following works in consultation and cooperation with the Central Coast Regional District's staff:

The selected contractor will:

- Design, construct and install three picnic tables with concrete base/frame and cedar timber table top and seating 8 ft by 3 ft table top
- Construct two concrete pads for the picnic tables, ~ 10 ft x 9 ft
- Design construct and install one bench with concrete base/frame and cedar timber seating and backrest to CCRD satisfaction. 8 ft long
- Design, construct and install two sets of 5 obstacle poles, 10-12" diameter x 8 ft (contact CCRD for conceptual drawing)
- Designs to be approved by CCRD prior to construction.
- Install the items as instructed by the CCRD.
- Contractor responsible for all material costs
- Contractor responsible for all design, labour and construction cost
- Contractor responsible for all delivery costs

TIMELINE AND MILESTONES

- RFP issued on or before: August 4, 2026
- Closing date of RFP: August 21, 2026
- Successful proponent selected and project commenced on or about: September 15, 2026
- Project concluded no later than: November 30, 2026

GENERAL REQUIREMENTS OF THE WORK

- The Contractor is responsible for all labour, supervision, materials, tools and equipment required for the execution of the work described herein.
- The Contractor is responsible for ensuring their staff adhere to the OH&S, and any other relevant policies of the workplaces that they are operating within.
- The Contractor is the prime contractor for the purposes of the Workers Compensation Act.
- Final acceptance of the work described herein will be by the CCRD when all deficiencies are completed.

SCHEDULE B – DRAFT SERVICES AGREEMENT

CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT made this [Date] day of [Month, Year].

BETWEEN:

CENTRAL COAST REGIONAL DISTRICT,
PO Box 186, 626 Cliff Street
Bella Coola, BC V0T 1C0, Canada
(the "**Regional District**")

AND:

(the "**Contractor**")

WHEREAS:

- A. The CCRD issued a Request for Proposals for "**Playground Installations**" on [Month, Day, Year] (the "**RFP**") which RFP and any addenda, clarifications, and amendments are attached as Schedule A to this Agreement;
- B. The Contractor submitted a Proposal to provide Services in response to the RFP, which Proposal is attached as Schedule A to this Agreement, and the CCRD has accepted the Proposal subject to the terms and conditions of this Agreement; and,
- C. The CCRD and the Contractor (collectively the "**Parties**") wish to enter into an agreement for the performance of Services by the Contractor, as an independent contractor, for the CCRD, on the terms and subject to the terms and conditions set out in this Agreement.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements in this Agreement, the Parties agree as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

- (a) "**Agreement**" means this Agreement and such other documents that are attached to this Agreement as Schedules and as supplemented or amended from time to time;
- (b) "**CCRD Representatives**" means the CCRD employees or representatives who are authorized in Schedule A to deal with the Contractor on behalf of the CCRD in connection with the Services or to make decisions in connection with this Agreement;
- (c) "**Fees**" means the compensation that the CCRD will pay the Contractor as set out in Part **Error! Reference source not found.** of this Agreement, or as amended in writing by the Parties;
- (d) "**Personnel**" means the Contractor and its employees, agents, and subcontractors;
- (e) "**Proposal**" means the Proposal submitted by the Contractor in response to the RFP, together with any supplements, clarifications, or amendments accepted by the CCRD and subject to the terms and conditions set out in this Agreement;
- (f) "**RFP**" has the meaning described in paragraph A of the Preamble to this Agreement, together with any supplements, addenda, and amendments thereto;

- (g) “**Services**” means all of the deliverables, requirements, and activities to be provided by the Contractor as described in the Proposal and as otherwise directed by the CCRD in writing;
- (h) “**Term**” means the term of this Agreement and shall be consistent with the dates in Schedule A of this Agreement, unless otherwise terminated pursuant to the provisions of this Agreement; and,
- (i) “**Subcontractor**” means all subcontractors, suppliers, and agents of the Contractor.

1.2 Unless otherwise specified in this Agreement, all references to currency are in Canadian dollars.

1.3 The following are Schedules to, and form an integral part of, this Agreement:

Schedule A – **RFP – Playground Installations** plus all related addenda, clarifications, and amendments

Schedule B – Proposal _____ (the ‘Contractor’) proposal titled _____

1.4 In the event of a conflict between the provisions of any of the documents referenced in section 1.3, then the documents shall govern and take precedence in the following order:

- a. this Agreement;
- b. Schedule B; and then,
- c. Schedule A.

2.0 EFFECTIVE DATE

- 2.1 This Agreement comes into force and effect immediately upon execution by all of the Parties.
- 2.2 The Term of this Agreement shall be for the period commencing on the date described in section 2.1 and ending when the Services are completed or this Agreement is terminated in accordance with Part 10.0.

3.0 INDEPENDENT CONTRACTOR

- 3.1 The Contractor will provide the Services as an independent contractor and not as an employee of the CCRD. The performance of the Services must meet the approval of the CCRD and will be subject to the CCRD general right of supervision.
- 3.2 The Contractor represents and warrants to the CCRD that it has the authority to enter into this Agreement and carry out its transactions and all necessary resolutions and procedural formalities have been completed and the persons executing this Agreement on its behalf are duly authorized to do so.

4.0 PERSONNEL, SUBCONTRACTORS AND WORKERS’ COMPENSATION

- 4.1 All Personnel are the sole responsibility of the Contractor, and the Contractor will provide only personnel who have the qualifications, experience, and capabilities to provide and perform the Services.
- 4.2 All Personnel hired by the Contractor to perform the Services shall be the employees of the Contractor and shall not be the employees of the CCRD.
- 4.3 The Contractor shall be held as fully responsible for the acts and omissions of its Personnel.
- 4.4 The Contractor shall refrain from doing anything that would result in Personnel hired by the Contractor being considered the employees of the CCRD.

- 4.5 No Subcontractors will be permitted or engaged except those expressly named by the Contractor in writing to the CCRD and subsequently permitted in writing by the CCRD Representatives.
- 4.6 The Contractor will preserve and protect the rights of the CCRD with respect to any Services performed under subcontract and will incorporate the conditions of this Agreement into all subcontracts as necessary to fully preserve the rights of the CCRD under this Agreement.
- 4.7 The Contractor shall reassign, replace, or remove Personnel who:
- (a) do not meet the requirements described above;
 - (b) who have behaved or are likely to behave in a manner detrimental to the provision of the Service;
 - (c) have violated or are likely to violate the confidentiality provisions of this Agreement; or,
 - (d) have been identified in writing by the CCRD as not meeting the performance, qualifications, experience, or suitability requirements to provide the Services.
- 4.8 The Contractor shall bear the expense of replacing its Personnel.
- 4.9 Nothing in this Agreement restricts the right of the Contractor to terminate any Personnel, or renders the CCRD liable for any termination of Personnel, or for any labour strike or lockout involving the Contractor's Personnel.
- 4.10 The Contractor will be registered as an independent firm under the *Workers' Compensation Act* and shall provide the CCRD with proof of such registration before the Effective Date. For the purposes of the *Workers' Compensation Act*, the Contractor shall be designated as the Prime Contractor and is therefore responsible for coordinating all occupational health and safety issues for any sites, areas or locations in which the Contractor works unless the CCRD provides written notification to the Contractor of other arrangements.
- 4.11 Without limiting the provisions of section 4.3 above, the Contractor will comply with the provisions of the *Workers' Compensation Act*, the *Industrial Health and Safety Regulations* made under that Act and will be responsible for maintaining a system to ensure compliance with all Worker's Compensation Board and *Workers' Compensation Act* regulations and all safety regulations and policies of the CCRD, including the CCRD accident prevention and safety programs. The Contractor will be required to submit evidence of such compliance to the CCRD as requested.
- 4.12 The Contractor is required to sign the WorkSafeBC Safety Covenant which is attached as Schedule C to this Agreement and prior to receiving any payment from the CCRD the Contractor may be required to provide to the CCRD a WorkSafeBC Clearance Letter confirming that all assessments have been paid and the Contractor is in good standing.

5.0 ASSIGNMENT

- 5.1 Subject to sections **Error! Reference source not found.** and 5.2, the Contractor will not assign or sub-contract any of the Contractor's obligations under the Contract Documents to any third party, and will not assign or otherwise transfer any of the rights of payment under the Contract Documents to any third party, without in each case the prior written consent of the CCRD which consent the CCRD may arbitrarily withhold.
- 5.2 Despite section 5.1, the Contractor may utilize those Subcontractors expressly stated in writing and subsequently permitted by the CCRD but only for the area of responsibility set out beside their name, provided always that the Contractor may not substitute or replace those Subcontractors, or permit those Subcontractors to further assign, sub-let, or sub-contract, their obligations under the Contract Documents, except in accordance with section 5.1 above.
- 5.3 If the CCRD should consent to any such assignment or subletting all or any part of the Services, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Services, but shall

continue to be responsible for the same in the same manner as if all the Services had been performed by the Contractor.

6.0 TIME OF THE ESSENCE

- 6.1 For all requests made by the CCRD pursuant to this Agreement, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the CCRD, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.

7.0 SERVICES

- 7.1 The CCRD hereby retains the Contractor as an independent contractor to provide the Services.
- 7.2 The Contractor covenants and agrees to provide the Services strictly in accordance with the terms and conditions set out in this Agreement.
- 7.3 The Contractor shall provide the Services during the time period set out in this agreement regardless of the date of execution or delivery of this Agreement unless an extension of the time period is agreed to in writing by both Parties.
- 7.4 The Contractor will perform the Services in a continuous, safe, diligent, and workmanlike manner. The Contractor shall perform Services in a competent and professional manner and to a standard of care, skill, and diligence maintained by persons providing similar services. Any Services or deliverable supplied hereunder shall have no material inherent defects, shall conform to and operate in accordance with its specifications, including all specifications set out in this Agreement or otherwise provided to the Contractor by the CCRD. The Contractor shall rectify at its expense any defects or deficiencies in the Services relating to labour and material that occur during the Term and within 12 months of the expiration of this Agreement.
- 7.5 The Contractor and its Personnel will at all times during the provision of the Services obey, conform to and comply with:
- a. the CCRD standards and policies as they exist and may be amended and supplemented from time to time;
 - b. all applicable laws and regulations; and,
 - c. the provisions of any licences, permits and other authorizations and approvals held by the CCRD.
- 7.6 Except as otherwise agreed by the Parties, the Contractor will provide all labour, tools, and equipment necessary to provide the Services.
- 7.7 The obligations in section 7.4 are in addition to and not in substitution for any statutory warranty or any other right or remedy which the CCRD might have been given.
- 7.8 The CCRD or Contractor may deem it necessary or appropriate from time to time to add, remove, increase, reduce, or otherwise amend the Services. Either Party may make a proposal in writing to the other Party for such an amendment, provided the proposal is consistent with the intent of the CCRD set out in Section 1.1, the RFP, or any other interest of the CCRD. Upon such a proposal being made, the Parties shall mutually and in good faith evaluate feasibility, manner, and timing for implementation, impact on Fees, impact on performance requirements, and related matters. Upon reaching agreement on terms, the Parties may amend the Services in writing. For certainty, no change to Services shall be valid unless agreed upon in writing by the Parties.

8.0 CONTRACTOR OBLIGATIONS

- 8.1 The Contractor shall be responsible for the payment of all income and other taxes attributable to any payments made under this Agreement. The Contractor agrees to indemnify and save harmless the Company from and against any and all manner of actions, claims and demands which may be made against it in respect of any fees, assessments, levies, rates, taxes, or other charges made, demanded, assessed, or otherwise claimed by any provincial or federal government or other body of competent jurisdiction in respect of any monies paid to the Contractor under this Agreement.
- 8.2 Unless otherwise provided herein, the Contractor is an independent contractor and shall pay all sales or excise taxes in force during the term of this Agreement, provided that any increase or decrease in such taxes shall increase or decrease the amount due under this Agreement.
- 8.3 The Contractor shall apply for and, immediately upon receipt, remit to the CCRD any refund or remission of federal or provincial tax or duty available with respect to any items used in connection with this Agreement.
- 8.4 The Contractor shall supply and pay for all labour and materials necessary or advisable to provide the Services.
- 8.5 The Contractor shall maintain time records and books of account, invoices, receipts, and vouchers for all expenses incurred, in form and content satisfactory to the CCRD.
- 8.6 The Contractor shall comply with the CCRD instructions regarding the performance of the Services, but is not required to do so regarding the manner in which those instructions are carried out, except as specified in this Agreement.
- 8.7 The Contractor shall, when necessary, provide and supervise a sufficient number of Personnel to enable timely and proper performance and completion of the Services, and shall ensure that all such Personnel are competent, work efficiently and are qualified by education, training and experience to carry out the tasks to which each is assigned.
- 8.8 The Contractor shall not provide services to any other person or organization where that could reasonably give rise to a conflict of interest with respect to the Contractor's duties under this Agreement.
- 8.9 In carrying out its obligations hereunder, the Contractor shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications, and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits, and registrations as may be required by law. The costs for these licenses, permits, and registrations shall be the responsibility of the Contractor.
- 8.10 **FEES**
- 10.1 During the term of this Agreement the CCRD shall pay the Fees to the Contractor for the Services at the rates and times described in the Proposal up to [Dollar Amount] exclusive of GST and PST.
- 10.2 The Contractor shall submit monthly invoices to the CCRD with a reasonable level of detail that will permit the CCRD to track them in comparison with the rates and times set out in the Proposal.
- 10.3 The CCRD shall not pay the Contractor for any Fees or expenses in excess of any limit specified in the Proposal, except where that is agreed to in writing in advance by the parties.
- 10.4 The Contractor shall be paid net thirty (30) days from receipt of invoice for Services. Prior to making any payment to the Contractor, the CCRD may require the Contractor to furnish reasonable documentation, including receipted payrolls, to the CCRD in compliance with applicable enactments. Invoices must be in a form and must contain such information as required by the CCRD.

9.0 INDEMNIFICATION AND INSURANCE

- 11.1 The Contractor shall indemnify, release and save harmless the CCRD and its elected and appointed officials, officers, employees, agents, contractors, successors and assigns from any and all liabilities, actions, damages, claims, losses, orders, fines, penalties, costs, and expenses, including the full amount of all legal fees and expenses that may be brought against, or suffered or incurred by, the CCRD or any of its elected and appointed officials, officers, employees, agents, contractors, successors, and assigns, in any way directly or indirectly arising from or in connection with the activities, actions, or omissions of the Contractor or any of its employees, subcontractors, agents, licenses, servants, invitees, or anyone for whom the Contractor is in law responsible, in relation to the Services or in connection with this Agreement. The indemnities set out in this paragraph do not include indemnifications for negligence on the part of the CCRD or a person for whom the CCRD is responsible at law. This paragraph will survive termination of this Agreement.
- 11.2 The Contractor releases the CCRD from and against all liabilities, claims, demands, damages, costs, expenses, suits, and actions which the Contractor may at any time have against the CCRD in respect of the Services, this Agreement, and related matters. The obligations of the Contractor under this section survive the expiry or earlier termination of this Agreement.
- 11.3 The Contractor shall, at its own expense, through the duration of this Agreement secure, maintain, and pay for general liability insurance on an occurrence base with a limit of not less than \$2,000,000 (three million dollars), inclusive per occurrence for personal injury, bodily injury, and property damage and on such other terms as the CCRD may reasonably request to ensure its interests are protected under this Agreement. The CCRD, its officers, officials, and employees shall be added as additional insureds. The Contractor shall provide particulars of the insurance coverage to the CCRD for approval prior to the commencement of the Services.

10.0 DEFAULT AND TERMINATION

- 12.1 If the Contractor fails to observe, perform, or comply with any provision of this Agreement, then the CCRD may, at its sole discretion:
- (a) allow the Contractor to continue to provide the Services with a time limit for compliance, rectification, or both; or,
 - (b) suspend all or part of the Services, including payments in whole or in part, and give the Contractor a time limit for compliance, rectification, or both.
- 12.2 If the CCRD has set a time limit for compliance, rectification, or both and believes that the Contractor has failed to meet the time limit, the CCRD may employ whatever means necessary to rectify that non-compliance, including performance of the Contractor's obligations on the Contractor's behalf and/or termination of this Agreement, and the Contractor shall pay an amount equal to all costs reasonably incurred by the CCRD in rectifying the non-compliance.
- 12.3 The CCRD may also terminate this Agreement with thirty (30) days' notice for any reason, in which case the CCRD will only be required to pay the Contractor the Fees for Services performed and expenses incurred up to the effective date of the termination and for any reasonable time and expenses incurred to bring the Services to a close in a prompt and orderly manner.
- 12.4 Upon termination of this Agreement for a breach, the CCRD may procure similar Services and the Contractor shall be liable to the CCRD for any excess costs for such similar Services. The Contractor shall not be liable for any excess costs if failure to perform arises by Acts of God or acts or omissions of the CCRD.
- 12.5 If the Contractor fails to carry out its obligations under this Agreement, the CCRD shall be entitled to retain from any amounts payable to the Contractor an amount equal to the greater of any costs incurred by the CCRD in performing the obligations of the Contractor that are not carried out or the amount of any loss or damage incurred by the CCRD as a result of the failure of the Contractor to perform those obligations.

Additionally, the CCRD may assess at its sole discretion, an additional 15 percent surcharge for administrative costs.

- 12.6 The remedies of the CCRD listed herein shall not limit the CCRD from any other relief or remedies to which it is entitled at law. No reference to or exercise of any specific right or remedy by the CCRD prejudices or precludes the CCRD from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the CCRD may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the CCRD is entitled to commence and maintain an action against the Contractor to collect any sum not paid when due, without exercising the option to terminate this Agreement.

11.0 DISPUTE RESOLUTION

- 13.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("**Dispute**") using the dispute resolution procedures set out in this Section.
- 13.2 **Negotiation:** The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations.
- 13.3 **Mediation:** If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator.
- 13.4 The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- 13.5 **Litigation:** If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

12.0 NOTICE

- 14.1 Any notice required under this Agreement to the Contractor shall be delivered to the Contractor's address in the recitals of this Agreement. Any notice required in this Agreement to the CCRD, shall be delivered to the CCRD Representatives. Unless otherwise agreed upon, notice shall be deemed delivered upon confirmation of delivery receipt signature by courier or Canada Post, or confirmation of receipt of facsimile or email by the recipient party.

13.0 GENERAL

- 15.1 The Contractor is an independent contractor, and is not, and this Agreement does not render the Contractor as an agent or employee of the CCRD, and, without limiting the generality of the foregoing, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the CCRD.
- 15.2 This Agreement endures to the benefit of and is binding upon the parties and their respective successors and permitted assigns, notwithstanding any rule of law or equity to the contrary.
- 15.3 Waiver by a Party of any breach of any term, covenant, or condition of this Agreement by the other Party is not a waiver of any subsequent default by the other Party. Failure by a Party to take any action in respect of any breach of any term, covenant or condition of this Agreement by the other Party is not a waiver of such term, covenant or condition.



- 15.4 Parties may by written agreement amend this Agreement.
- 15.5 Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees, and invitees of such party, wherever the context so requires or permits.
- 15.6 This Agreement shall be construed in accordance with the laws of the Province of British Columbia.
- 15.7 If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
- 15.8 The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants, and agreements whether verbal or written, between the parties with respect to the subject matter of this Agreement.
- 15.9 Except as expressly set out in this Agreement, nothing in this Agreement shall prejudice or affect the rights and powers of the CCRD 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 and delivered.
- 15.10 This Agreement may be executed via facsimile or digitally and in counterparts, which together shall constitute a single agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the dates set out below:

THE CENTRAL COAST REGIONAL DISTRICT by its authorized signatories:

Name: _____, Chief Administrative Officer

Name: _____, Chief Financial Officer

_____, by its authorized signatories:

Name:

Name: