



REQUEST FOR QUOTATION 2024-CS-01

“Recreation Fees and Charges Review”

**Quotation for:** **Recreation Fees and Charges Review**  
District of Sparwood  
367 Pine Avenue, Box 520  
Sparwood, BC V0B 2G0

**Will be received by:** District of Sparwood  
Attention: Jenna Jensen  
jjensen@sparwood.ca

**Closing time and date:** **Friday, May 31, 2024. 2:00pm MST.**

## **1. Introduction and Background**

The District of Sparwood (“the District”) is requesting quotations from qualified firms to conduct a recreation fees and charges review.

The purpose of this request for quotation is to deliver a report detailing comments from community partners, stakeholders through comparative review and best practices research. The report will provide feedback and comments and recommended strategies and changes to the existing policies and procedures to support a recreation fees and charges structure. A documented change management process will also be required.

## **2. Scope of Work (Owner’s Statement of Requirements)**

The Consultant’s report will assist the District in establishing a fees and charges process that is practical, transparent, consistent, and a fair approach to setting fees and charges for its recreation facilities, programs and services. It will help ensure that fees and charges align with the District’s Budget Policy, Strategic Plan, Official Community Plan and Parks and Recreation Master Plan while effectively managing operational expenses and the quality services they fund, at a sustainable level.

Engagement and seeking input from the District residents, user groups and organizations will be an important part of this project to help understand their values, priorities, challenges and provide opportunities to inform the report as well as communicate the outcomes of this study.

The fees and charges study will include a review of the existing process of setting fees and charges, review of current bylaws, policies and procedures and all related applicable documents.

The following reference documents are available to the successful Proponent:

- [Recreation Fees and Charges Bylaw 1231, 2018](#)
- [Official Community Plan Bylaw, 1165, 2015](#)
- [Financial Plan Bylaw 1311, 2023](#)
- [Parks and Trails Bylaw 1217, 2020](#)
- [Parks and Recreation Master Plan](#)
- [2023-2026 Strategic Priorities Report](#)
- Other relevant documents as required

The Consultant will provide recommendations to support process and input to the development of the District's Recreation Fees and Charges Bylaw in the following areas:

- Definitions
- All fees listed in the Recreation Fees and Charges Bylaw (Admission Rates, Rental Fees and Charges, Advertising)
- Prime vs Non-Prime Time Rates
- Local vs Out of Town Rates
- User Group Storage Rates (not a current category)
- Cost Recovery Analysis- Develop a methodology for updating fees on a yearly basis; as fees should keep pace with rising costs or changing infrastructure and be reasonably predictable
- Review of Subsidization Levels- Develop guiding principles for an appropriate level of subsidy (define the baseline a municipality is expected to provide), explore the user's ability to pay, and propose supporting fee structure. The principles and resulting fees should be defensible, promote fairness, equity and inclusion, and transparency.
- Program Participant Fees
- Other applicable items as identified

In addition, the report will include a market review and analysis of the District's recreation facility rental and facility use drop in fees and charges through a regional context, considering comparable type of local governments and private facilities in regions and communities of similar industry and size.

### **3. Form of Agreement**

The form of agreement will be similar to the one found in Appendix D.

### **4. Definitions**

The definitions can be found within the Appendix D.

### **5. Project Inquires**

Inquiries regarding the Request for Quotation shall be directed by Monday, May 27, 2024 2:00pm MST. c/w project name to:

**Jenna Jensen**  
**Director of Community Services**  
District of Sparwood  
367 Pine Avenue, Box 520  
Sparwood, BC. V0B 2G0  
Phone: 250.425.6813  
Email: jjensen@sparwood.ca

## **6. Submission of quotation and instruction to proponents**

Complete quotations shall be scanned & attached as a PDF and submitted by email to District of Sparwood, attention to Jenna Jensen at jjensen@sparwood.ca prior to the Request for Quotation Closing time and date.

The Contractor will comply with the provisions of the Worker's Compensation Act of British Columbia and provide proof, satisfactory to the District that all assessments have been paid and that they are in good standing.

Where electronic submissions or email are permitted, the electronic submissions or email should be sent to the address specified. Receipt of any electronic submissions by email is not guaranteed. All electronic submissions or emails with financial information must be included in the form of a PDF file attachment and the quotation amount must not be contained within the body of the email. Changes will be accepted up to the closing date and time provided the change is in the same format specified in the paragraph above. Due to potential electronic submission or email issues, all electronic submissions or emails should be confirmed by requesting a delivery and/or read receipt by phone. The District of Sparwood will endeavor to only read attachments after the closing date and time for submissions and cannot guarantee that files have not been received incomplete or corrupt.

By submitting electronically, the proponent accepts that files may be received by the District of Sparwood that are incomplete or corrupt and accepts all responsibility for incomplete or corrupt files. The District of Sparwood cannot guarantee the security of electronic submissions or emails and by submitting only by electronic submission or email, the proponent accepts all liability for lost or insecure data.

The Contractor shall commence the required work by **no later than 4 weeks following the award of the contract.**

## **7. Submission Format**

Please include descriptions and references that support the Proponent's capabilities in providing the consulting services by covering the following categories in 20 pages or less, not including appended materials such as full project descriptions, resumes, etc.

### Cover Letter

Cover letter (1-page) containing company name, contact name, address, phone number, fax number and email address are the minimum requirements, and which branch of the company the primary contact is located at.

### General Information

- Description of firm and sub-consultants (if any)
- Legal company organization
- List of applicable designations

### Relevant Experience

- Firm's overall reputation, service capabilities and end product quality as it relates to this RFQ
- List and describe comparable professional services provided by the firm, or project work, that is currently in progress or completed within the last 5 years; including the firm's role. For each assignment, include contract value; owner; location; contact name and title, address, telephone number, and email address
- A minimum of three references from other local government agencies, preferably from British Columbia or Alberta. The references should be for the above listed assignments
- Firm's capacity and intent to proceed without delay if selected; availability is essential
- Understanding of Recreation best practices in determining fee structures

### Approach to Project Management and Effectiveness

- Describe the step-by-step strategy and process in delivering the scope of work and report. This should include at minimum the following: background review and research, stakeholder engagement, analysis, review of draft report and final report.
- Include a project management schedule with key project milestones and dates identified
- Describe proponent's understanding of the project and provide an outline of the major contents of the report
- Describe the proponent's experience in delivering services on time in a manner that suits the needs of the District
- Describe experiences or methods that confirm the quality and value of work
- Provide statement regarding your assurance that this engagement will not result in any conflicts of interest

### Core Team Experience and Qualifications

- Describe each core team member's position within the firm. Provide resumes of each proposed core team member. List professional credentials and affiliations
- Identify core team's leader. A single point of contact is required for this assignment
- Briefly describe each core team member's roles and responsibilities
- Provide core team's experience working together on similar types of assignments or projects
- Identify core team members' capacity (percent of time) available that can be made available to service the District over the project term
- Identify proposed sub-consultants, if any
- Team members experience or understanding of Recreation processes in establishing fees and charges

### Fee Schedule & Hours

- Provide a total fee, in Canadian dollars, including disbursements to complete the work including estimated hours per phase

- Provide a schedule of fees to complete any additions to the scope of work including proposed sub-consultant costs
- Provide a schedule of fees for expected disbursements (if excluded from the proposal)

## **General**

The District of Sparwood reserves the right to accept or reject any and all quotations and to waive irregularities and informalities at its discretion. The District of Sparwood reserves the right to accept a quotation other than that with the lowest price or highest evaluated score without stating reasons. By submitting a quotation, the Proponents waive any right to contest, in any proceedings or action, the right of the District of Sparwood to accept or reject any quotation in its sole and unfettered discretion. Without limiting the generality of the foregoing, the District of Sparwood may consider any other factors besides price, schedule and capability to perform the work in its sole and unfettered discretion.

This Request for Quotation does not commit the District of Sparwood to award a contract or pay any costs incurred in the preparation of a quotation or attendance at meetings with the District of Sparwood or Administration.

Submission of a quotation by the proponent gives the District of Sparwood the right to require the proponent to perform the Work as set out within the Request for Quotation Documents.

All proponents shall complete the unit prices in the attached Schedule of Quantities and submit with their quotation. The attached quantities are approximate in order to provide assistance in the quotation preparation and are to be used at the contractor's own risk. The owner reserves the right to adjust these quantities after the work is awarded.

No proponent shall collude or attempt to collude with any other proponent on this project.

## **8. Materials, equipment and labour**

The contractor is responsible for providing all materials, equipment and labour in order to adequately complete all components of the project as specified in the scope of work.

## **9. Insurance**

The contractor is required to provide commercial general liability insurance and vehicle liability insurance for a minimum value of \$5,000,000.00 respectively. The certificate of insurance shall name the District of Sparwood as additional named insured parties. The certificate shall be in a format acceptable to the Owner.

## **10. Business License**

The contractor and all sub-contractors must obtain and maintain a valid District of Sparwood Business License for the duration of the project.

## **11. Evaluation of Quotation**

The quotation submission should be clear, concise and complete. All submissions must include the completed Contractor Qualification Checklist and Acknowledgement of Addenda as well as a proposed start date. The District shall work on evaluating proponents and their decision shall be final. The following criteria will be used to evaluate quotations received:

A. Total Cost	20 points
B. Approach and Methodology	35 points
C. Work Plan / Schedule	20 points
D. Qualification, Experience and References	25 points

## 12. List of Appendices

The following are attached for reference:

Appendix A: Owner's Statement of Requirements

Appendix B: Form of Quotation

Appendix C: Contractor Qualification Checklist

Appendix D: Agreement for Services

**Appendix A**  
**Owner's Statement of Requirements**

In addition to the details outlined in the Scope of Work, the following criteria must be met;

1. The following items shall be included in the work;
  - a. A comprehensive Recreation Fees and Charges Review Report, including a summary version
  - b. Attendance at (up to three) Council meetings, one being to present the findings and recommendations in a final report
  - c. In-depth public engagement with Council, staff key stakeholders, community groups and the public, clearly identified within the proposal. There will be a requirement for the proponent to execute and lead the development of a consultant led communication information campaign and engage and inform the general public regarding the process and outcomes including opportunities to inform the report within the review process

**Appendix B  
Form of Quotation**

WE, THE UNDERSIGNED:

1. have received and carefully reviewed all of the Contract Documents, including the following Addenda:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(ADDENDA, IF ANY )

2. have full knowledge of the Place of the Work, and the Work required; and
3. have complied with the Request for Quotation;

and ACCORDINGLY WE HEREBY OFFER

4. to perform and complete all of the Work and to provide all the labour, equipment and material all as set out in the Contract Documents, in strict compliance with the Contract Documents; and
5. to achieve Substantial Performance of the Work on or **before** \_\_\_\_\_; and
6. to do the Work for the price of \$\_\_\_\_\_,  
 A price list of value added services have been attached to this form

WE CONFIRM:

7. that the price given includes the entire Scope of Work as outlined in the Request for Quotation; and
8. that the following appendices are attached to and form a part of this quotation.

WE AGREE:

9. that this quotation will be irrevocable and open for acceptance by the Owner for a period of 30 calendar days from the day following the Closing Date and Time, even if the quotation of another qualified firm is accepted by the Owner. The Owner will notify the successful proponent with a Notice of Award. The Owner reserves the right to delete portions of work without constituting a Change. If within this period the Owner delivers the Notice of Award by which the Owner accepts our quotation we will:
  - a) within 15 Days of receipt of the written Notice of Award, deliver to the Owner:
    - i) a Baseline Schedule
    - ii) a "clearance letter" indicating that the tenderer is in Worksafe BC compliance; and
    - iii) a copy of the insurance policies as specified in the Request for Quotations indicating that all such insurance coverage is in place and;
  - b) within 2 Days of receipt of written "Notice to Proceed", or such longer time as may be otherwise specified in the Notice to Proceed, commence the Work; and
  - c) sign the Contract Documents
10. that, if we receive written Notice of Award of this Contract and, contrary to paragraph 5 of this Form of Quotation, we:
  - a. fail or refuse to deliver the documents as specified by paragraph 10 of this Form of Quotation; or
  - b. fail or refuse to commence the Work as required by the Notice to Proceed,



then such failure or refusal will be deemed to be a refusal by us to enter into the Contract and the Owner may, on written notice to us, award the Contract to another party. We further agree that, as full compensation on account of damages suffered by the Owner because of such failure or refusal, we shall pay to the Owner the amount by which our price is less than the amount for which the Owner contracts with another party to perform the Work.

OUR ADDRESS IS AS FOLLOWS:

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Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Attention: \_\_\_\_\_

This quotation is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

**Appendix C  
Contractor Qualification Checklist**

Complete this checklist and attach all relevant information. No substitutions can be made for project personnel unless agreed to by the District.

Company \_\_\_\_\_

Project Personnel	Role	Years of Experience

Company bio attached

Reference 1, 2 & 3 attached (municipal and company references). Include quoted vs actual cost for projects.

	Reference 1	Reference 2
Municipality or company Name		
Contact Name		
Phone Number		
Email		

	Reference 3
Municipality or company Name	
Contact Name	
Phone Number	
Email	

**Appendix D**  
**Agreement for Services**

**PROFESSIONAL SERVICES CONTRACT**

This agreement (“**Contract**”) dated for reference [month and date], 2024, is

BETWEEN:

[**District of Sparwood**], a municipality formed under the laws of British Columbia and having an address at [136 Spruce Avenue, Sparwood, BC, V0B 2G0]

(the “**District of Sparwood**”)

AND:

[\***NAME OF CONTRACTOR**], a corporation [\***TBC**] formed under the laws of British Columbia and having an address at [\*address]

(the “**Contractor**”).

GIVEN THAT:

- A. The District of Sparwood desires to obtain certain services from the Contractor in the course of performing its municipal functions; and
- B. The Contractor is able and willing to provide the same to the District of Sparwood;

IN CONSIDERATION OF the mutual covenants made by the parties under this Contract, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

## **1.0 Definitions**

1.1 In this Contract, the meaning of certain terms is as follows:

- (a) “**Affected Party**” has the meaning set out in section 18.0;
- (b) “**Confidential Information**” has the meaning set out in section 13.0;
- (c) “**Force Majeure**” has the meaning set out in section 18.0;
- (d) “**Indemnifying Party**” has the meaning set out in section 20.0;
- (e) “**Protected Party**” has the meaning set out in section 20.0;
- (f) “**Services**” means the activities and deliverables described in Schedule A of this Contract;
- (g) “**Term**” has the meaning set out in section 3.0; and

(h) “Warranty Period” has the meaning set out in section 7.0.

## 2.0 Schedules Incorporated

2.1 The following are Schedules to, and form an integral part of, this Contract:

Schedule A – Services to be provided by the Contractor

Schedule B – Compensation

Schedule C – Subcontractors

## 3.0 Effective Date and Term

3.1 The term of this Contract (“Term”) is for [\*number of months or years] commencing on the date it is executed by all parties unless terminated earlier in accordance with section 11.0 or otherwise modified by the written agreement of the parties.

3.2 The parties do not intend the Term to automatically renew upon its completion.

## 4.0 Services

4.1 The Contractor agrees to provide the Services to the District of Sparwood, in accordance with the terms and conditions set out in this Contract.

4.2 The Contractor shall undertake and perform all Services with such degree of care, skill and diligence as would reasonably be expected from a person or entity performing services similar in scope, nature and complexity to the Services in accordance with industry practices and standards in the Province of British Columbia.

4.3 The Contractor shall:

- (a) supply and pay for all labour and materials necessary or advisable to provide the Services;
- (b) be responsible for all applications, permits or other approvals necessary or advisable to provide the Services;
- (c) maintain time records and books of account, invoices, receipts, and vouchers for all invoices issued and expenses incurred, in form and content satisfactory to the District of Sparwood;
- (d) upon request and as required by this Contract, fully inform the District of Sparwood of all work done in connection with providing the Services and
- (e) comply with the District of Sparwood’s instructions regarding the performance of the Services, provided such instructions are consistent with this Contract.

4.4 The Contractor agrees to retain, employ or assign competent, adequate and skilled personnel to perform the Services. In the event that any of the Contractor's personnel do not perform the Services to the standard established in section 4.2, the District of Sparwood may instruct the Contractor to make a change in personnel at the Contractor's expense, and the Contractor agrees to carry out the change.

4.5 The Contractor shall reasonably determine and carry out the method by which the Services are performed, subject to the Contractor’s obligations under this Contract.

- 4.6 The District of Sparwood reserves the right to amend or vary the Services upon notice in writing to the Contractor, provided that the amendment or variation of the Services shall be subject to the parties' agreement on amended compensation, if applicable.
- 4.7 The Contractor agrees that this Contract is not intended to create exclusive rights for the Contractor to perform services similar to the Services on behalf of the District of Sparwood. For certainty, the District of Sparwood may perform services similar to the Services using its own forces or another contractor at any time during the Term without contravening this Contract. Without limiting the generality of the foregoing, the District of Sparwood may:
- (a) solicit or procure additional services identical to the Services for service areas not included in this Contract;
  - (b) solicit or procure different services similar to the Services; or
  - (c) solicit or procure complementary services to the Services.

## **5.0 Change to Services**

- 5.1 The District of Sparwood may, in the District of Sparwood's sole discretion, change the Services in accordance with the process set out in the following paragraphs, provided the nature of the changed Services is similar to the general nature of the Services prior to the change.
- 5.2 To initiate the process of change to Services, the District of Sparwood shall deliver a written notice to the Contractor specifying the change.
- 5.3 Following delivery of the notice under section 5.2, the Contractor will, at its cost, prepare and deliver to the District of Sparwood the following in writing:
- (a) an itemized list of estimated changes, if any, in material, equipment and labour reasonably required to accommodate and implement the change in a cost-effective manner;
  - (b) the proposed amount of change in compensation due to the Contractor (positive or negative), if any. In preparing such a proposal, the Contractor will obtain the best value for money when procuring any work, services, supplies, materials or equipment and will hold itself to a standard for the procurement that is no less than good industry practice; and
  - (c) sufficient relevant information and supporting documentation to enable the District of Sparwood to properly evaluate the compensation adjustment, if any.
- 5.4 If there is no change to the compensation due to the Contractor or if the District of Sparwood agrees to adjust the compensation due to the Contractor pursuant to the Contractor's proposal, the parties will execute an amendment to this Contract reflecting the change in Services and, if applicable, the compensation.
- 5.5 If the District of Sparwood does not agree to the adjustment as identified in the Contractor's proposal, the District of Sparwood may deliver a notice to the Contractor that directs the Contractor to proceed with the proposed change in Services, with the adjustment to the compensation to be determined in accordance with section 17.0.
- 5.6 For certainty, the parties acknowledge that certain changes proposed by the District of Sparwood under section 5.0 may:

- (a) not result in any change in compensation due to the Contractor; or
- (b) result in a decrease in compensation due to the Contractor.

## 6.0 Compensation

- 6.1 During the Term, the District of Sparwood shall pay the Contractor compensation for the Services in accordance with the terms and in the manner set out in this Contract, particularly as set out in Schedule B.
- 6.2 Subject to the terms of this Contract, including the requirement to submit an invoice as set out herein, the Contractor shall be entitled to receive compensation at the end of each calendar month for the portion of the Services that were performed in the said calendar month.
- 6.3 The Contractor shall claim compensation that has become payable under section 6.2 by submitting a written invoice to the District of Sparwood. Such invoice must provide details of the Services performed during the period for which compensation is claimed and must be accompanied by documentation as may be reasonably required by the District of Sparwood to verify the amount of the invoice and the Services performed.
- 6.4 Within 15 calendar days of receiving the invoice, the District of Sparwood shall determine, on the basis of documentation provided with the invoice and the District of Sparwood own observations, whether the amount of the invoice is payable under the terms of this Contract and accordingly notify the Contractor if the invoice is rejected and, include reasons for such rejection. For certainty, in determining whether the amount of an invoice is payable, the District of Sparwood may rely on monitoring, inspection and investigation performed by the District of Sparwood under section 8.1.
- 6.5 If an invoice is rejected, the Contractor may resubmit a modified or corrected invoice at any time thereafter.
- 6.6 If an invoice is approved, the District of Sparwood shall pay the Contractor the amount of the approved invoice no later than 30 days following the date that the approved invoice, or a modified or corrected invoice is received.
- 6.7 The Contractor shall not be reimbursed for any costs or expenses unless such costs or expenses are expressly contemplated in Schedule B.
- 6.8 The Contractor represents that it is a GST registrant, and its GST registration number is [\*insert GST #]. The Contractor will remit all GST and other taxes as required under the *Excise Tax Act* (Canada) and other applicable enactments and shall indemnify and save harmless the District of Sparwood from any claims therefor. The Contractor's invoices will clearly show the amount of tax as a separate tax.
- 6.9 The Contractor shall be responsible for the payment of all income and other taxes attributable to any payments made under this Contract. The Contractor agrees to indemnify and save harmless the District of Sparwood from and against any 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 Contract.
- 6.10 The Contractor shall apply for and, immediately upon receipt, remit to the District of Sparwood any refund or remission of federal or provincial tax or duty available with respect to any Services provided in connection with this Contract.

6.11 The Contractor acknowledges that if the Services or any portion of the Services is of a nature that could give rise to a lien under the *Builders Lien Act*, the District of Sparwood will retain a holdback (as defined in the *Builders Lien Act*) on compensation due for such Services.

## 7.0 Warranty

7.1 The Contractor warrants and represents to the District of Sparwood that the Contractor has sufficient resources, expertise and experience to perform the Services to the standard set out in section 4.2.

7.2 The Contractor warrants that:

- (a) the Services provided hereunder will conform to the requirements of this Contract; and
- (b) each portion of the Services will be free of all defects and deficiencies, whether related to material or workmanship, for a period of 12 months from the date that the said portion of the Services is provided ("**Warranty Period**") and:
  - i. if, in the reasonable opinion of the District of Sparwood, defects and deficiencies, whether related to material or workmanship, appear during the Warranty Period, the Contractor shall immediately remedy, replace, re-perform or correct the pertinent Services at no cost to the District of Sparwood within a time reasonably fixed by the District of Sparwood;
  - ii. if the Contractor fails to respond or remedy, replace, re-perform or correct the Services within the time fixed by the District of Sparwood, the District of Sparwood may remedy, replace, re-perform or correct the Services, and any damage arising from it, by whatever means it chooses and the cost of same, shall be paid by the Contractor; and
  - iii. the Contractor further warrants that any portion of the Services which have been repaired, replaced, re-performed, remedied or corrected shall be free of defects and deficiencies, whether related to material or workmanship, for a further period of 12 months from the date of completion of the required repair, re-performance, remedy or correction.

## 8.0 Right to Monitor, Inspect and Investigate

8.1 The Contractor agrees that the District of Sparwood shall have a right to monitor and inspect the performance of Services by the Contractor contemporaneous to when the Services are being performed or are required to be performed under the terms of this Contract. Such monitoring and inspection may be conducted through personal observations or observations based on audio, visual, electronic or other means. Further, upon the conclusion or purported conclusion of any portion of the Services, the District of Sparwood shall have the right to investigate whether the performance or purported performance of the Services was in accordance with this Contract.

8.2 The Contractor agrees, upon request from the District of Sparwood, to take reasonable measures at its own cost to facilitate the monitoring, inspection or investigation by the District of Sparwood under section 8.1. If such facilitation requires capital expenditures, such as the purchase of equipment, tools or other property, these capital expenditures shall be at the District of Sparwood's cost, provided, however, that any such equipment, tools or other property paid for by the District of Sparwood shall, at the direction of the District of Sparwood, be turned over to the District of Sparwood at the end of the Term.

## **9.0 Subcontracting and Assignment**

- 9.1 The Contractor shall not subcontract any obligation under this Contract, other than to subcontractors listed in Schedule C of this Contract, without prior written consent of the District of Sparwood.
- 9.2 The District of Sparwood may, for reasonable cause, object to the use of a proposed subcontractor and require the Contractor to retain another qualified subcontractor.
- 9.3 No subcontract, whether consented to or not by the District of Sparwood, shall relieve the Contractor of any obligations under this Contract.
- 9.4 The Contractor shall ensure that every subcontractor fully complies with this Contract when performing the subcontracted Services.
- 9.5 Neither party may assign any of its rights or interests in this Contract.

## **10.0 Non-Compliance**

- 10.1 If the Contractor fails to observe, perform, or comply with any provision of this Contract, the District of Sparwood 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 the performance of all or part of the Services and give the Contractor a time limit for compliance, rectification or both.
- 10.2 If the District of Sparwood has set a time limit for compliance, rectification or both and the Contractor has failed to meet the time limit, the District of Sparwood may employ whatever means necessary to rectify that non-compliance, including performance of the Contractor's obligations on the Contractor's behalf, and the Contractor shall pay an amount equal to all costs reasonably incurred by the District of Sparwood in rectifying the non-compliance.

## **11.0 Termination**

- 11.1 The District of Sparwood may terminate this Contract at any time without cause by giving 30 calendar days' written notice of termination to the Contractor and paying the Contractor the compensation that becomes due for the Services provided until and the date that such termination becomes effective.
- 11.2 The District of Sparwood may terminate this Contract by written notice effective immediately if the District of Sparwood has set a time limit for compliance, rectification or both pursuant to section 10.2 and the Contractor fails to meet the time limit.
- 11.3 The District of Sparwood reserves the right at its exclusive option to terminate this Contract by written notice effective immediately without further liability of any kind in any of the following circumstances:
  - (a) the Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property;



- (b) the Contractor communicates or attempts to communicate with or lobby any employee, elected official or representative of the District of Sparwood with the intent to improperly influence the interpretation or administration of this Contract in such a manner that, in the reasonable opinion of the District of Sparwood, the communications or lobbying create a conflict of interest for the said employee, elected official or representative of the District of Sparwood and the conflict of interest cannot reasonably be managed other than by termination of this Contract; or
  - (c) for any Force Majeure event which lasts longer than 30 days.
- 11.4 Upon termination of this Contract, the Contractor agrees that all information pertaining to the District of Sparwood's business, including any software developed in part or whole during the performance of the Services, shall remain the property of the District of Sparwood, and shall promptly be delivered by the Contractor to the District of Sparwood's office, and no reproduction of any kind whatsoever shall be made of such information without the express written consent of the District of Sparwood.

## 12.0 Insurance

- 12.1 The Contractor shall, at its own expense, maintain at all times during the Term the following:
- (a) commercial general liability insurance with a limit of not less than \$5,000,000 [\*TBC] inclusive per occurrence for bodily injury (including death) and damage to property, including loss of use thereof. Such insurance shall include coverage for broad-form property damage, contractual liability, completed operations and product liability. The District of Sparwood shall be named as an additional insured on the policy, but only with respect to the operations of the Contractor in the performance of this Contract; and
  - (b) automobile liability insurance for a limit of not less than \$5,000,000 for all owned, leased or rented licensed vehicles used in the performance of the contract.
- 12.2 Maintenance of such insurance and the performance by the Contractor of their obligation under this clause shall not relieve the Contractor of liability under the indemnity provisions in this Contract.
- 12.3 All insurance coverages shall provide 30 days prior written notice to be given to the District of Sparwood in the event of cancellation or material changes
- 12.4 At the request of the District of Sparwood at any time during the Term, the Contractor shall provide to the District of Sparwood a certificate or certificates evidencing that the required insurance is in force and effect.

## 13.0 Workers Compensation Act

- 13.1 The Contractor shall carry and pay for insurance coverage under the *Workers Compensation Act* for all its employees.
- 13.2 The Contractor shall comply with all conditions of the *Workers Compensation Act* and regulations and will be responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services and shall indemnify and save harmless the District of Sparwood, its employees and agents, from and against any such fines, levies, penalties and assessments.

## 14.0 Confidentiality

- 14.1 During the Term, the District of Sparwood may make available to the Contractor certain information that is expressly identified as confidential to the District of Sparwood ("**Confidential Information**").

- 14.2 During and after the Term of this Contract, the Contractor shall not, directly or indirectly, disclose Confidential Information to any person or use any Confidential Information, except as required in the course of performing the Services and then only to staff of the District of Sparwood on a need-to-know basis, except with the prior written consent of the District of Sparwood.
- 14.3 The Contractor agrees to return to the District of Sparwood all the Confidential Information provided by the District of Sparwood and any copies of such material in its possession forthwith upon demand.
- 14.4 The Contractor shall obtain the prior written approval of the District of Sparwood prior to issuing any news release, undertaking any interview or issuing any information about this Contract or the Services to any journalist, media or the public.

## **15.0 Intellectual Property**

- 15.1 The Contractor agrees that any documentation or deliverables developed by the Contractor for the purposes of this Contract are the property of the District of Sparwood, and any copyrights, authorship rights, ownership rights or any other rights to such documentation or deliverables remain solely with the District of Sparwood.
- 15.2 The Contractor acknowledges the proprietary interest of the District of Sparwood in all names, trademarks, crests, or logos owned by the District of Sparwood and shall not use any District of Sparwood name, trademark, crest or logo without the prior written consent of the District of Sparwood.

## **16.0 Notices**

- 16.1 Any notice permitted or required to be given by a party hereunder shall be given in writing and may be delivered by hand by registered mail to the addresses set out on the first page of this Contract. Such notice may be given by e-mail provided that the e-mail address is one that the sender reasonably believes to be an e-mail address from which the receiving party's business with respect to the Contract is customarily carried out. Any notice delivered by hand or sent by e-mail shall be deemed to be given and received at the time of sending. Any notice that is sent by prepaid registered mail shall be deemed to have been received by the party to whom it is addressed on the fourth business day (Saturdays, Sundays and statutory holidays excluded) following the date of posting, provided that Canada Post service is not interrupted by strike or lock-out at the time of posting or within four business days thereafter, in which case the notice shall only be effective once it is actually delivered.

## **17.0 Dispute Resolution**

- 17.1 In the case of any dispute arising between the District of Sparwood and the Contractor with respect to which a mutually agreeable resolution is not reached in a reasonable period of time, either party may initiate the dispute resolution process provided herein by delivering written notice to the other party identifying the subject of the dispute.
- 17.2 Upon the notice provided in section 17.1 being delivered, the parties shall submit the dispute to mediation pursuant to the National Mediation Rules of the ADR Institute of Canada, Inc. The District of Sparwood and the Contractor will share equally the mediator's fees and any administrative fee but will otherwise bear their own expense. The place of mediation will be Sparwood, British Columbia.
- 17.3 If the dispute has not been resolved within 45 calendar days of the matter being submitted to mediation, then subject to the parties otherwise agreeing, the mediation shall be deemed to have been concluded. Once the mediation is concluded or deemed to be concluded, any dispute not settled may be litigated in accordance with applicable laws and courts in British Columbia.

## 18.0 Force Majeure

- 18.1 For the purposes of this Contract, the term “**Force Majeure**” means an event (a) that is beyond reasonable control of a party (“**Affected Party**”); (b) was unforeseeable at the time the Affected Party executed this Contract; and (c) which impairs the Affected Party's ability to perform its obligations under this Contract. Such events include acts of nature such as floods, droughts and fire; explosions, wars, acts of terrorism or insurrection; riots, strikes, lockouts or other labour disruptions; and amendments to laws, rules, regulations or order of a duly constituted governmental authority. Events that do not constitute Force Majeure include financial difficulties, operational difficulties such as lack of personnel or material, global supply chain issues, and inflation.
- 18.2 Provided that the Affected Party serves notice of the Force Majeure as soon as reasonably possible to the other party and to the extent that the Affected Party's performance is impeded by the Force Majeure, the Affected Party shall not be in breach of its obligations under this Contract.
- 18.3 The parties acknowledge and agree that during an event of Force Majeure, the Affected Party's obligations pursuant to this Contract shall be reduced or suspended as the case may be, but not longer than the continuance of the Force Majeure, except for a reasonable time period after if required by the Affected Party actor to resume its obligations.

## 19.0 Indemnity and Release

- 19.1 The District of Sparwood and Contractor shall each (“**Indemnifying Party**”) indemnify, release and save harmless the other party and its elected and appointed officials, officers, employees, agents, contractors, successors and assigns (“**Protected Parties**”) from any 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 any of the Protected Parties to the extent arising from a negligent acts, a negligent omission, or wilful misconduct of the Indemnifying Party or any person under the Indemnifying Party's control.

## 20.0 Powers Preserved

- 20.1 Except as expressly set out in this Contract, nothing in this Contract shall prejudice or affect the rights and powers of the District of Sparwood 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 Contract had not been executed and delivered.
- 20.2 **Interpretation**
- 20.3 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.
- 20.4 Wherever the singular, masculine, or neuter is used in this Contract, the same shall be construed as meaning the plural, the feminine, or body corporate where the context or the parties so require.
- 20.5 Unless otherwise specified in this Contract, all references to currency are in Canadian dollars.
- 20.6 The headings included in this Contract are for convenience only and do not form part of this Contract, and will not be used to interpret, define or limit the scope or intent of this Contract.

20.7 Unless otherwise indicated in this Contract, any reference to an enactment shall mean an enactment of British Columbia and shall include any amendments or re-enactments.

## **21.0 General**

21.1 The parties agree that no agency, partnership, joint venture or employer-employee relationship is intended or created by this Contract.

21.2 Time is of the essence of this Contract.

21.3 Parties may, by written agreement, amend this Contract.

21.4 This Contract enures 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.

21.5 Waiver by a party of any breach of any term, covenant or condition of this Contract by the other party is not a waiver of any subsequent default by the latter.

21.6 This Contract shall be governed and construed in accordance with the laws of the Province of British Columbia.

21.7 If any portion of this Contract 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 Contract.

21.8 This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

21.9 The provisions in this Contract 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 Contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

[District of Sparwood], by its authorized signatories:

_____	)	_____	)
Name:	)	Name:	)
	)		)
	)		)
Date: _____	)	Date: _____	)
	)		)

[NAME OF CONTRACTOR], by its authorized signatories:

_____	)	_____	)
Name:	)	Name:	)
	)		)
	)		)
Date: _____	)	Date: _____	)
	)		)

SCHEDULE A

SERVICES TO BE PROVIDED BY CONTRACTOR

SCHEDULE B  
COMPENSATION

*[Insert relevant payment information.]*

SCHEDULE C  
SUBCONTRACTORS

*[Insert names of subcontractors, if applicable.]*