



REQUEST FOR PROPOSALS (RFP)

Tree Master Plan: Consulting Services (RFP#2026-08)

Issue Date: May 22nd, 2026

Index

GLOSSARY	5
SUMMARY OF KEY INFORMATION	6
1.0 INSTRUCTIONS TO PROPONENTS	7
1.1 General	7
1.1.1 Purpose and Eligibility	7
1.1.2 Definitions.....	7
1.1.3 Receipt of Complete RFP.....	7
1.1.4 Closing Time and Submission Location for Proposal Delivery	7
1.1.5 Late Proposals.....	7
1.1.6 Revisions to Proposals Prior to Closing Time	7
1.1.7 Withdrawal of Proposal Prior to Closing Time.....	8
1.1.8 Proponent’s Clarification.....	8
1.1.9 Addenda	8
1.1.10 Conflict of Interest and Restricted Parties	8
1.1.11 Confidentiality.....	9
1.1.12 Reservation of Rights	9
1.1.13 Ownership of RFP Documents.....	9
1.1.14 Proponent’s Expenses.....	9
1.1.15 Sufficiency of Information Supplied by the District	9
1.1.16 Proponent’s Investigation	9
1.1.17 Access to the Site.....	10
1.1.18 Compliance with the Consulting Agreement.....	10
1.2 Responsibilities of the District	10
1.3 Responsibilities of the Consultant	10
1.3.1 Scope of Responsibilities.....	10
1.3.2 Prime Contractor.....	10
1.3.3 Safety Program.....	10
1.4 Proposal Process And Schedule	10
1.4.1 Proposal Schedule.....	10
1.4.2 Contact Person	11
1.4.3 Site Meeting	11
1.4.4 Commercial in Confidence Meeting(s)	11
1.4.5 Submission of Proposals.....	11
1.4.6 Evaluation of Proposals.....	12
1.4.7 Execution of Proposals.....	12
1.4.8 Proposal Acceptance	12
1.4.9 Execution of Consulting Agreement	12
1.4.10 Invoices and Payment	12
1.5 Right Not to Award	13
1.6 Acceptance	13

Index

1.6.1	Form of Proposal Acceptance	13
1.6.2	Signing of the Consulting Agreement.....	13
1.6.3	Prior to Commencement of Work.....	13
1.7	Dispute Resolution.....	13
1.8	Limitation of Damages	13
1.9	Collusion.....	14
1.10	Lobbying.....	14
1.11	Consultant’s Performance Evaluation.....	14
2.0	SCOPE OF WORK	16
2.1	Project Objectives and Requirements.....	16
2.2	Background.....	16
2.3	Project Scope	17
3.0	SUBMISSION REQUIREMENTS	25
3.1	General Submission Requirements	25
3.2	Financial Proposal.....	25
3.3	Technical Proposal	25
4.0	EVALUATION PROCESS AND CRITERIA	26
4.1	Evaluation Of Proposals	26
4.1.1	Process	26
4.1.2	Clarification & Rectification	26
4.1.3	Interviews	26
4.1.4	Disqualification.....	26
4.2	Evaluation Criteria.....	26
4.2.1	Criteria.....	26
4.2.2	Final Evaluation	27
4.3	Debriefing	28

Index

Appendix A – Financial Submission

Schedule 1 – Proposal Form

Appendix B – Sample Consulting Agreement

Schedule A – Terms of Reference

Schedule B – Proposal

Schedule C – Prime Contractor -- *Applicable if any on-site field work is required*

Schedule D – Insurance

Appendix C – General Release and Waiver of Liens

Appendix D – Copyright License Agreement

Glossary

For the purposes of this RFP, the terms in quotation marks have the following meanings:

“Acceptance” means confirmation of the District to accept the Proponent’s Proposal.

“Addendum” and **“Addenda”** are used interchangeably and mean any change(s) to this RFP communicated in writing by the District pursuant to this RFP.

“District” and **“Owner”** are used interchangeably and mean the District of Kent, British Columbia.

“Closing Location” means The District of Kent, Main Reception Desk, located at 7170 Cheam Avenue, Agassiz, British Columbia V0M 1A0

“Closing Time” has the meaning set out in the Instructions to Proponents.

“Completion Date” means the termination date of the Consulting Agreement, in accordance with the Agreement Documents.

“Contact Person” and **“Project Manager”** are used interchangeably and mean the District’s representative.

“Consultant” means the person or persons or a company whose Proposal has been accepted by the District and who has entered into a Consulting Agreement with the District and includes the Consultant’s personal representative or successors.

“Consultant’s Representative” means the representative of the Consultant designated under the Consulting Agreement.

“Consulting Agreement”, “Contract”, “Agreement” and **“Contract Documents”** are used interchangeably and mean the legal document to be negotiated between the District and the Preferred Proponent to undertake the Work.

“Evaluation Team” mean the personnel named by the District to evaluate the Proposals received in response to this RFP.

“Notice of Proposal Acceptance” means the date on which the Project Manager advises the Proponent of the District’s intent to accept the Proponent’s Proposal for the Project.

“Preferred Proponent” means the Proponent deemed to have the best overall Proposal in response to this RFP.

“Prime Contractor” means the directing Consultant, employer or other person who enters into a written Agreement with the Owner of that workplace to be the Prime Contractor and which Prime Contractor must ensure that the activities of employers, workers, and other persons at the workplace relating to occupational health and safety are coordinated and must do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Workers’ Compensation Act and the Occupational Health and Safety Regulations of British Columbia.

“Project Team” means the District staff and professional advisors who have prepared the RFP, the Agreement and all Schedules and Appendices.

“Proponent” means responder to this Request for Proposals.

“Proposal” means the submission by the Proponent.

“Proposal Price” and **“Price”** are used interchangeably and mean payment to the District as set out in Appendix “A” (Financial Submission).

“Request for Proposals” and **“RFP”** means and includes the complete set of documents, specifications and addenda issued by the District in respect of the Project.

“Standards” means any and all laws, building codes, professional standards and specifications applicable to the Work, or to work such as the Project, as they are in force from time to time or in the latest current version thereof, as the case may be.

“Substantial Completion” means the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use.

“Successful Proponent” means the party or entity representing the Preferred Proponent once the Consulting Agreement is signed.

“Work” and **“Service”** are used interchangeably and mean any action required under the Consulting Agreement to fulfill the obligations of the Successful Proponent.

Summary of Key Information

TITLE	The title of this RFP is: RFP #2026-08 Tree Master Plan: Consulting Services Please use this title on all correspondence.
PROJECT MANAGER	Dave Charbula, Senior Environmental Coordinator District of Kent 7170 Cheam Avenue Agassiz, BC V0M 1A0 Phone No.: 604-796-2235 Email: dcharbula@kentbc.ca
CLOSING TIME	The Closing Time is 3:00 p.m. (local time), June 26th, 2026 as determined by the clock at the Reception Desk.
NUMBER OF COPIES OF PROPOSAL	As instructed in 1.4.5 Submission of Proposals
SUBMISSION LOCATION	The District of Kent will be allowing both electronic or hard copy proposal submissions. Electronic Proposals are to be emailed to: info@kentbc.ca Hard Copy Proposals are to be delivered to: District Clerk, Main Reception Desk District of Kent 7170 Cheam Avenue Agassiz, BC V0M 1A0

1.0 Instructions to Proponents

1.1 General

1.1.1 Purpose and Eligibility

The purpose of this RFP is to solicit Proposals from qualified Proponents for **RFP #2026-08 – Tree Master Plan: Consulting Services**.

All Proposals received in response to this RFP will be evaluated and the Proponent judged to have the “best overall Proposal” will be selected to enter into negotiations leading to an Agreement with the District for the Work.

If negotiations with the Preferred Proponent are unsuccessful, the next highest rated Proponent may be deemed to be the Preferred Proponent and negotiations would be commenced with it.

1.1.2 Definitions

Unless otherwise defined, capitalized terms used in this RFP are defined in the Glossary.

1.1.3 Receipt of Complete RFP

It is the Proponent’s responsibility to ensure that it has received a complete RFP as listed in the Table of Contents. The submission of a Proposal constitutes representation by a Proponent that it has verified receipt of a complete RFP including any and all Addenda. Each and every Proposal will be deemed to be made on the basis of the entire RFP, including any and all Addenda issued prior to the Closing Time.

1.1.4 Closing Time and Submission Location for Proposal Delivery

The Closing time is 3:00 p.m. (local time), on June 26th, 2026. Proposals must be received at the Submission Location identified in the Summary of Key Information by the Closing Time. The clock at the main reception desk is the official clock.

1.1.5 Late Proposals

Proposals received after the Closing Time will not be considered or accepted. It is the sole responsibility of the Proponent to ensure that its Proposal is received at the Submission Location by the Closing Time.

1.1.6 Revisions to Proposals Prior to Closing Time

Proponents may make changes to their Proposals after the submission of their Proposals provided each revision is submitted in a sealed envelope and is received at the Submission Location, or submitted electronically in a separate file, before Closing Time. Revisions must be signed by an authorized signatory of the Proponent.

For the revisions to receive full consideration, Proponents should indicate the revisions made and should identify every page of a revision as:

Revision to Proposal
RFP #2026-08 – Tree Master Plan: Consulting Services
(Proponent’s Name)

Revisions received after the Closing Time will not be considered and will be returned unopened.

1.1.7 Withdrawal of Proposal Prior to Closing Time

A Proponent may withdraw its Proposal at any time before the Closing Time, by submission of a written notice from a duly authorized representative of the Proponent’s team, to the Contact Person that clearly and unequivocally states the Proponent’s intention to withdraw its Proposal.

1.0 Instructions to Proponents

1.1.8 Proponent’s Clarification

The Proponent must review the entire RFP prior to submitting a Proposal. Any requests for clarification of issues related to the RFP must be transmitted in writing to the Contact Person. Unless otherwise expressly permitted by the Contact Person in writing, requests for clarification of the subject matter of this RFP must be transmitted in writing to the Contact Person no later than three (3) days before the Closing Time.

The Contact Person will distribute copies of all RFP clarification requests and the corresponding responses to such requests to all Proponents with the exception of issues raised at commercial in confidence meetings.

By submitting a Proposal, the Proponent indicates acceptance of the entire RFP and waives any further right to rectify, clarify, or qualify any aspect of the RFP.

1.1.9 Addenda

Written Addenda are the only means of changing, amending or correcting this RFP. The Contact Person may change, amend or correct this RFP by issuing an Addendum to each Proponent. No employee or agent of the District, other than the Contact Person, is authorized to change, amend or correct the RFP or issue any Addenda.

Information pertaining to this RFP that is offered by or obtained from sources other than the Contact Person is not official, may be inaccurate, and must not be relied on in any way by any Proponent for any purpose associated with this RFP.

1.1.10 Conflict of Interest and Restricted Parties

Any Proposal is subject to disqualification if, in the District’s sole discretion, the current or past corporate or other interests of any person named in the Proposal might, in the District’s sole opinion, give rise to an actual potential or perceived conflict of interest in connection with the Project, and if a suitably qualified alternative person cannot be nominated by the Proponent within five (5) days of being notified by the District of the potential disqualification of the Proposal due to the perceived, actual or potential conflict of interest.

Restricted Parties are those parties (including their former and current employees) who have participated or are currently involved in the planning or preparation of this RFP and who may provide a material unfair advantage or confidential information to a Proponent that is not, or would not reasonably be expected to be, available to other Proponents.

Restricted Parties are not eligible to advise any Proponent in regard to this RFP and must not participate as an employee, advisor, consultant or member of any Proponent. Should any Proponent have concern as to the eligibility of any person on their Team, that Proponent should contact the Contact Person for clarification.

1.1.11 Confidentiality

All documents and other records pertaining to the Project that are in the custody of or under the control of the District are subject to the *Freedom of Information and Protection of Privacy Act*. Subject to the limitations of the *Freedom of Information and Protection of Privacy Act*, all documents and other records submitted in response to this RFP will be considered confidential.

The District may make the names of the Proponents public.

Proponents may not make any public comment or carry out any activities to publicly promote their Proposal or interest in the Project without the prior written consent of the District.

1.0 Instructions to Proponents

1.1.12 Reservation of Rights

This is a Request for Proposals and is not a contract tender call. No contractual, tort or other legal obligations are created or imposed on the District by this RFP or by submission of any Proposal or by consideration of, or failure or refusal to, consider any Proposal by the District. Further, the Consulting Agreement, when executed, is the sole source of any contractual obligation on the District with respect to the Project.

1.1.13 Ownership of RFP Documents

The District and its Project Team prepared the RFP, the Consulting Agreement and all Schedules and Appendices. The RFP documents contain intellectual property which is protected by copyright. The RFP, the Consulting Agreement and all Schedules and Appendices are to be used by Proponents solely for the purpose of preparing Proposals. .

1.1.14 Proponent's Expenses

Proponents are solely responsible for their own costs and expenses in preparing and submitting Proposals, responding to requests for clarifications or further information, and for any meetings, negotiations or discussions with the District or its representatives and consultants, relating to or arising from this RFP.

1.1.15 Sufficiency of Information Supplied by the District

Without derogating from the obligations of a Proponent to investigate and satisfy itself of every condition affecting the Project, unless otherwise expressly indicated in writing in this RFP, the District assumes responsibility for the accuracy of data supplied in this RFP, but does not assume responsibility for the sufficiency or interpretation of that data or that the data provided is necessarily representative of anticipated or actual conditions.

No warranty or guarantee as to accuracy, sufficiency, or relevance is made by any party for any other information, unless otherwise explicitly stated in this Section 1 - Instructions to Proponents.

1.1.16 Proponent's Investigation

By submitting a Proposal, a Proponent is deemed to have:

- a) Investigated and satisfied itself of every condition affecting the Work, including but not limited to the Site conditions, labour supply conditions, equipment and resources to be provided.
- b) Based its investigation on its own examination, knowledge, information, and judgement, and not upon any statement, representation, or information made or given by or on behalf of the District other than information contained in this RFP; and
- c) Assumed all risks regarding conditions affecting the Work.
- d) Been provided with the opportunity to request any additional information it may have required in order to prepare its Proposal.

1.1.17 Access to Sites

The intent of the project is (in part) to inventory existing trees, and assess the feasibility of planting future trees, on sites owned and maintained by the District of Kent (including along street boulevards, in public parks, and on other lands owned by the District). In most cases, these are public sites that can be visited by anyone without notice to the District. In a few cases, lands owned by the District may not be publicly accessible – during the project, the Consultant shall make arrangements through the District Project Manager, Dave Charbula.

1.0 Instructions to Proponents

1.1.18 Compliance with the Consulting Agreement

Proponents acknowledge that by submitting a Proposal, the Proponent who is selected to be the Preferred Proponent will be qualified to enter into a Consulting Agreement with the District and to perform the Work in strict accordance with the Consulting Agreement.

1.2 Responsibilities of the District

Pursuant to the provisions of the Consulting Agreement, the District will monitor the Consultant's performance as a knowledgeable Owner and may perform quality audits to verify the Consultant's delivery of the Services in accordance with the Consulting Agreement.

For clarity, nothing in this section creates any contractual or other legal obligation on the District. The Consulting Agreement, when executed, is the sole source of any contractual or other obligation on the District with respect to the Work.

1.3 Responsibilities of the Consultant

1.3.1 Scope of Responsibilities

The scope of the Consultant's responsibilities includes, but is not limited to, the requirements and responsibilities of the Consulting Agreement, including the RFP and the Proponent's Proposal.

1.3.2 Prime Contractor

By submitting a Proposal, a Proponent agrees that upon Acceptance of the Proposal, the Proponent, if selected as the Preferred Proponent, will execute the Consulting Agreement substantially in the form included in Appendix "B" of this RFP.

The Proponent also agrees that, upon Acceptance of its Proposal, the Proponent will be the Prime Contractor as defined in the Glossary for the Work where required by WorkSafeBC or where field work is being undertaken.

1.3.3 Safety Program

The Consultant shall develop, maintain, implement and supervise for the duration of the Contract, a comprehensive safety program that shall effectively incorporate and implement all safety precautions required by all applicable laws, ordinances, rules, regulations and orders and general operation practices for the safety of persons or property, including any general safety rules and regulations under the *Worker's Compensation Act* (British Columbia) the Workplace Hazardous Materials Information System or other Occupational Health and Safety legislation or regulations that may be applicable.

1.4 Proposal Process and Schedule

1.4.1 Proposal Schedule

The anticipated schedule for the Project is as follows:

Anticipated Date	Action
May 22 nd , 2026	Issue RFP to Proponents
June 26 th , 2026	RFP Closing Date
July 21 st , 2026	Proposal Acceptance (subject to change)
July 31 st , 2027	Substantial Completion

This schedule is subject to change and the District reserves the right to modify any and all

1.0 Instructions to Proponents

dates at its sole discretion.

1.4.2 Contact Person

Questions or clarifications regarding this RFP document can be directed to Dave Charbula, Senior Environmental Coordinator, by calling **604-796-2235**, or by email at dcharbula@kentbc.ca.

Information given orally by the District or by District staff members or representatives will not be binding on the District and will not be considered in any form or manner in the evaluation of the Proposals.

1.4.3 Site Meeting

A mandatory site meeting is not required prior to the award of this RFP. Nonetheless, proponents are encouraged to visit publicly accessible District-owned lands or project areas as required.

1.4.4 Commercial in Confidence Meeting(s)

All Proponents may request, in writing, commercial in confidence meeting(s) for the purpose of discussing in private the viability of their Proposal with the District prior to its submission, and for the purpose of discussing any other commercially sensitive issues relating to the Proponent's Proposal(s).

Proponents should submit written questions to the Contact Person at least three (3) days in advance of the scheduled commercial in confidence meeting(s). These questions should be clearly marked "Commercial in Confidence", and will not be distributed to all Proponents. The District will not distribute minutes of any commercial in confidence meeting. The District does however reserve the right to issue copies of any commercial in confidence questions and responses to all Proponents without compromising confidentiality.

Commercial in confidence meetings will be held at the sole discretion of the District.

1.4.5 Submission of Proposals

The District of Kent will be allowing both electronic or hard copy submissions for **RFP # 2026-08 – Tree Master Plan: Consulting Services**. Electronic submissions must be submitted via email to info@kentbc.ca. Delivery of hard copy submissions will continue to be accepted at this time as an alternative.

In order to be compliant, the Proponent should submit a Proposal that addresses all of the documentation requirements of this RFP.

Proposal deliverables are specified in Section 3 – Submission Requirements. Proposal deliverables have been kept to a minimum so as to avoid unnecessary expenditures of effort by all of the Proponents, but still being sufficient for the District to conduct a fair, thorough and objective evaluation.

Proponents must submit their Proposals to the Closing Location or e-mail address specified. The District will not accept Proposals submitted to any other location or e-mail address.

HARD COPY SUBMISSIONS:

The Proposals must be delivered to the District at the Closing Location no later than

3:00 p.m., local time on June 26th, 2026.

The District will assume no responsibility for timely receipt of any Proposal.

1.0 Instructions to Proponents

Proposals are to be submitted in two (2) separately sealed envelopes;

- Envelope # 1 to contain three (3) copies of the Technical Proposal, and
- Envelope # 2 to contain two (2) copies of the Financial Proposal.

Each Proponent should ensure that its Proposal is clearly marked on the outside as follows:

“RFP #2026-08 Tree Master Plan: Consulting Services”

District of Kent
7170 Cheam Avenue
Agassiz, BC V0M 1A0

CONFIDENTIAL – DO NOT OPEN

ELECTRONIC SUBMISSIONS:

Submissions must be forwarded via e-mail as follows:

info@kentbc.ca

Each RFP submission must be submitted in two (2) separate and clearly named files as follows:

“RFP #2026-08 Tree Master Plan: Consulting Services – Technical Proposal”

“RFP #2026-08 Tree Master Plan: Consulting Services – Financial Proposal”

Submissions submitted by email shall be deemed to be successfully received when displayed as new email in the in-box of the District email address no later than **3:00 pm, June 26th, 2026**. The District will not be liable for any delay for any reason including technological delays, or issues by either party’s network or email program, and the District will not be liable for any damages associated with Submissions not received. If submitting by email, early submission is strongly recommended.

Maximum email submission size is 36 MB. Compressed file formats, such as .zip, are flagged by our internal spam filter and may result in your submission not being received.

If your email submission is larger than 36MB, a link to a suitable filesharing service is acceptable. However, if the document is inaccessible for download by the District, it will be considered as not received. Submission using this method is at the Proponent’s own risk.

By responding to this Request for Proposal the Proponent, and all Team Members, acknowledges that:

- This RFP or the submission of any Proposal in response to it creates no contractual relationship or obligations between the District of Kent and any Team and is simply the District’s RFP process pursuant to which the District is seeking proposals only for the Work as specified in this RFP document;
- They confirm that the Proponent or each Prime Member has no interest whatsoever in the Proposal of any other Proponent, either directly or indirectly, has not entered into any agreement before the Proposal Due Date that could create such an interest;
- They have read and understood the provisions of this RFP;

1.0 Instructions to Proponents

- The District of Kent reserves the right to waive any irregularity in, to request clarification or additional information with respect to, and to negotiate modifications to any Proposal;

The District of Kent takes no responsibility for the accuracy or completeness of any information supplied during this Project and will not be responsible for any costs incurred in responding to this document

1.4.6 Evaluation of Proposals

Proposals will be evaluated by the District in accordance with Section 4 – Evaluation Process and Criteria.

1.4.7 Execution of Proposals

The Proponent is deemed to represent and warrant that its Proposal has been duly authorized and validly executed.

1.4.8 Proposal Acceptance

The District plans to advise Proponents of the selection of the Preferred Proponent within thirty (30) days of the Closing Time. The Preferred Proponent’s Proposal will be accepted, subject to successful post-selection negotiations, within sixty (60) days after the Closing Time.

The District reserves the right to negotiate changes to the Preferred Proponent’s Proposal and the Consulting Agreement with the Preferred Proponent prior to Acceptance.

If negotiations are not successfully concluded with the Preferred Proponent, the District may, at its sole discretion, cease negotiations with the Preferred Proponent and commence negotiations with the next highest ranked Proponent, or may terminate the RFP process.

1.4.9 Execution of the Consulting Agreement

Upon conclusion of negotiations, the District will provide the Preferred Proponent with three (3) copies of the Consulting Agreement, required for execution by the Preferred Proponent.

Within ten (10) days of the Preferred Proponent’s receipt of these documents, the Preferred Proponent will return them to the District, fully executed, together with any other documentation as defined in the Consulting Agreement.

The Consultant will proceed with the Work upon receipt of the fully executed Consulting Agreement from the District.

1.4.10 Invoices and Payment

Invoices should reference the Purchase Order number and are to be submitted to the

District of Kent
7170 Cheam Avenue
Agassiz, BC, V0M 1A0
Attention: Accounts Payable

Invoices may also be submitted electronically to accounting@kentbc.ca

If the invoice is accepted by the District of Kent as being correct and complete, payment will be made within thirty (30) days of acceptance. The successful Consultant may offer a discount for earlier payment, but is not obligated to do so, nor is the District of Kent obligated to accept an early payment discount offer.

All transactions shall be in Canadian dollars.

1.0 Instructions to Proponents

1.5 Right Not to Award

The District reserves the right to reject any or all Proposals. If the District determines that all Proposal prices submitted by all Proponents are too high or that all of the technical proposals are unacceptable, or the District decides, in their sole and absolute discretion, that they do not for any reason wish to continue with this RFP process, then the District may reject all of the Proposals. In the event the District rejects all of the Proposals, the District reserves the right to call for tenders or call for proposals for the same or similar Work.

1.6 Acceptance

1.6.1 Form of Proposal Acceptance

A written Notice of Proposal Acceptance is the only valid form of Acceptance of any Proposal.

1.6.2 Signing of the Consulting Agreement

By submitting a Proposal a Proponent agrees that upon the Proposal Acceptance, the Proponent, if selected as the Preferred Proponent, will execute the Consulting Agreement substantially in the form included in Appendix “B” of this RFP, within ten (10) days of the written Notice of Proposal Acceptance. The Preferred Proponent’s Proposal or any portion thereof, if accepted by the District, will form a part of the Consulting Agreement.

1.6.3 Prior to Commencement of Work

The Preferred Proponent must, within fourteen (14) days of the receipt of the Notice of Proposal Acceptance, and prior to commencement of Work on the Site, obtain and deliver to the District:

- a) A copy of a current clearance certificate from WorkSafeBC certifying that they are registered with WorksafeBC and are not in arrears in any payments of assessments;
- b) Proof of Insurance as per the attached “Sample Consulting Agreement”.

1.7 Dispute Resolution

Each Proponent, by submitting a Proposal, irrevocably agrees that:

- a) If the Proponent has any claim or dispute arising in connection with the procurement process of this RFP, it will not apply for injunctive relief or make any demand that this procurement process be postponed, cancelled or suspended;
- b) The Proponent shall, within fourteen (14) days of any claim or dispute arising in connection with the procurement process of this RFP, submit written notice to the Contact Person of any such claim or dispute;
- c) All claims or disputes not resolved through negotiation between the District and the applicable Proponent within twenty-one (21) days of the date of the written notice to the Contact Person will be referred to and finally resolved by binding arbitration in accordance with the *Commercial Arbitration Act*.

1.8 Limitation of Damages

If the District elects to reject any Proposal or all Proposals, the District will not be liable to any Proponent for any claims, whether for costs, damages, loss of anticipated profit, or any other matter whatsoever.

The District is not bound by, nor does it conduct its RFPs in accordance with any industry standard, practice or custom.

1.0 Instructions to Proponents

1.9 Collusion

Proponents will not discuss or communicate with one another the preparation of their Proposals. Each Proponent will ensure that its participation in the RFP process is conducted without collusion or fraud.

1.10 Lobbying

All Proponents are expressly forbidden from lobbying any member of the District, including elected leaders regarding this proposal call. Failure to comply with this requirement may lead to disqualification without further notice or warning.

1.11 Consultant's Performance Evaluation

During the performance of the Work, the District will monitor and evaluate the Consultant's performance in the delivery of the Service. This information will be used by the District as a reference should the Consultant participate in future District project competitions.

2.0 Scope of Work

2.1 Project Objectives & Requirements

The objectives of the Tree Master Plan Project are to prepare a practical, implementation-focused plan to guide tree planting, protection, and long-term urban forest management on District-owned lands. The Plan will support the District's Climate Action Plan target of establishing 15,000 large native trees on District lands by 2050, while also advancing secondary benefits including biodiversity and habitat enhancement, riparian shading and water temperature moderation, urban cooling, climate resilience, aesthetic improvement, and improved public access to green space.

The Tree Master Plan must be practical, locally appropriate, and suitable for implementation by a small municipality with limited staff capacity, competing land use considerations, and long-term maintenance responsibilities.

Proponents should have demonstrated experience in municipal urban forestry planning, GIS and spatial analysis, tree inventory or canopy assessment, stakeholder engagement, and preparation of practical, implementable plans and technical reports.

It is the intent of this assignment that the Proponent will provide one (1) designated Project Manager who will oversee the Work and communicate directly with the District's Project Manager.

Regardless of the exact scope of the Work proposed by the Proponent, the Proponent's Work must meet the intent of the Project Objectives & Requirements, the District's approved grant workplan (which has been adapted to form the Project Scope section of this document), and applicable FCM/GMF funding requirements.

2.2 Background

The District of Kent is located in the Fraser Valley along the north side of the Fraser River and includes the communities of Agassiz and Harrison Mills. The District is a large municipality with a small urban footprint, a substantial agricultural land base, and a varied landscape that includes Fraser River floodplain, uplands, mountains, waterways, parks, boulevards, civic lands, and riparian areas. These local conditions create both opportunities and constraints for tree planting, particularly where future planting must be balanced with floodplain management, agricultural land use, drainage infrastructure, servicing, maintenance, and ecological values.

The District has adopted a Climate Action Plan that includes a target to permanently establish 15,000 large native trees on District lands by 2050. The District's Official Community Plan also includes policies related to greenhouse gas reduction, climate change mitigation, protection and restoration of natural areas and forest ecosystems, and protection of riparian areas and sensitive habitats.

The District has received grant funding through the Federation of Canadian Municipalities' Green Municipal Fund, Growing Canada's Community Canopies program, to support the preparation of a Tree Master Plan. **The approved project budget is \$150,000, consisting of \$100,000 in FCM funding and a \$50,000 District contribution. The overall level of effort proposed by Proponents should be appropriate to this budget and should reflect the approved grant workplan provided in the Project Scope.**

At present, the District does not have a comprehensive inventory of existing trees on District-owned lands, a clear assessment of where future tree planting is most feasible, or an implementation framework to guide phased planting over time. This limits the District's ability

2.0 Scope of Work

to strategically prioritize tree planting, estimate future costs, coordinate maintenance needs, monitor progress toward its 2050 target, and pursue future grant-funded implementation projects.

This RFP has been prepared to retain a qualified consultant to address this gap through the development of a Tree Master Plan.

The District's Climate Action Plan can be accessed at the following link:

[Sustainability Spotlight | District of Kent](#)

The project intends to support future urban forestry management on District of Kent owned lands. In practice, that will mean evaluating tree planting in District parks, along District boulevards and road rights-of-way, and on other District-owned lands. District parks and road rights-of-way can be reviewed on a preliminary basis at the following links:

[Mapping and GIS | District of Kent](#)

[District of Kent - Parks and Trails App](#)

The following table provides a non-exhaustive list of additional parcels the District owns that may be reasonable candidates for future tree planting. Additional parcels may be discovered through the background phases of the project.

Address	PID	Size
3666 Lougheed Highway	024-386-723	6.0 hectares
3666 Lougheed Highway	024-386-731	2.3 hectares
N/A (portion of District dike)	006-823-939	2.5 hectares
1000 Tranmer Road	031-565-310	1.0 hectares
1080 Tranmer Road	031-565-301	3.3 hectares
N/A (portion of field)	006-824-293	2.2 hectares
4600 Cemetery Road	025-615-742	41.0 hectares

2.2.1 Grant Funding Requirements

The Tree Master Plan Project is funded in part through the Federation of Canadian Municipalities' Green Municipal Fund, Growing Canada's Community Canopies program.

The Consultant's Work must support the District's ability to meet its FCM/GMF grant reporting and disbursement obligations. In particular, the Consultant must provide clear evidence that each project phase has been completed. The grant agreement identifies August 30, 2027 as the approximate date for submission of final contribution materials; however, for the purposes of this RFP, Substantial Completion must be achieved by July 31, 2027 to allow time for District review and grant administration.

All reports and deliverables prepared by the Consultant must allow the District to meet FCM's copyright requirements. The Consultant will be required to provide either an assignment of copyright to the District, or an irrevocable, perpetual, non-exclusive, worldwide, royalty-free licence that allows the District to use, reproduce, distribute, modify, adapt, change formats, summarize, display, improve, translate, and sublicense the deliverables, including to FCM. This must include waiver of non-assignable rights, including moral rights, as required to allow

2.0 Scope of Work

FCM to share project reports. This does not apply to proposals submitted by the Proponents, only to the work product prepared by the successful Proponent.

Unless otherwise directed by the District, public-facing final reports must include the funding recognition and copyright statement required by FCM, including acknowledgement that the project was carried out with funding from Growing Canada's Community Canopies, an initiative financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Where any deliverable contains confidential information, the Consultant may be required to provide both a complete confidential version and an abridged non-confidential version suitable for public sharing.

2.3 Project Scope

The Consultant will prepare the Tree Master Plan in accordance with the District's approved grant workplan, the requirements of this RFP, and the Consultant's accepted proposal. The primary objective is to support the District's Climate Action Plan target of establishing 15,000 large native trees on District lands by 2050, while also advancing secondary benefits such as biodiversity and habitat enhancement, riparian shading and water temperature moderation, urban cooling, and aesthetic improvement.

The project will take place within the District of Kent, a largely agricultural Fraser Valley municipality with parks, boulevards, civic lands, and waterways that create both opportunities and constraints for tree planting. The plan must be tailored to local conditions, including land use, drainage, floodplain considerations, and ecological value. The work will include background and policy review, GIS-based inventory and mapping of existing trees and potential planting areas, field review, site suitability analysis, identification of priority planting locations, recommended species and planting approaches, maintenance considerations, costing, implementation phasing, and preparation of a final Tree Master Plan with clear targets, maps, and actions. Methods should combine GIS and field review, using aerial imagery, parcel/ownership, drainage, floodplain and environmental mapping, and, if available, LiDAR, to identify and prioritize feasible planting sites.

The project will also include engagement with Council, staff, applicable Indigenous Rightsholders, the community, and key stakeholders.

Following award of the project, the successful Proponent will have until July 31, 2027 to achieve Substantial Completion of the Work, including completion of all project phases, finalization of the Tree Master Plan, delivery of all supporting maps, data, working files, presentations, and completion of any required final reporting materials to support the District's grant obligations.

2.0 Scope of Work

The project will be subdivided into eight (8) key phases, generally consistent with the approved grant workplan:

1. **Project Initiation and Detailed Workplan;**
2. **Background Review and GIS/Data Assembly;**
3. **Tree Inventory and Field Verification;**
4. **Stakeholder and Community Engagement;**
5. **Opportunity Mapping and Planting Prioritization;**
6. **Draft Tree Master Plan;**
7. **Final Tree Master Plan and Presentation; and,**
8. **Final Reports to FCM.**

2.3.1 Project Initiation and Detailed Workplan

Following award of the project, the Consultant will initiate the project through a start-up meeting with the District's Project Manager and relevant District staff to confirm project requirements, scope, schedule, budget, deliverables, roles and responsibilities, communication protocols, available data, reporting requirements, and applicable FCM/GMF grant obligations. This phase will refine the project approach and develop a detailed workplan for completing the Tree Master Plan, while maintaining alignment with District objectives, the approved grant workplan as reflected in this Project Scope, applicable funding requirements, and future implementation needs.

The Consultant will use this RFP, the approved grant workplan, the Consultant's proposal, and input from District staff as the starting point for the detailed workplan. The workplan should describe how the Consultant will complete the remaining phases of the project, including background review, GIS and data assembly, tree inventory and field verification, stakeholder and community engagement, opportunity mapping and planting prioritization, draft and final plan preparation, presentation, handover, and final FCM reporting support. The workplan may recommend minor revisions to sequencing, methods, or level of effort where supported by professional judgment, provided the overall project objectives, approved budget, Substantial Completion date, and required deliverables are maintained.

Deliverable: The Consultant shall prepare a short memorandum, minimum one (1) page and maximum five (5) pages, outlining the proposed workplan for the remainder of the project. The memorandum shall include, at minimum, the proposed schedule, key milestones, phase deliverables, review points, Consultant team roles, required District inputs, communication procedures, and any recommended refinements to the workplan. The memorandum shall be submitted to the District for review and acceptance and will serve as proof of completion for Phase 1.

2.3.2 Background Review and GIS/Data Assembly

The Consultant will review relevant background documents, policies, plans, mapping, and available data to establish the baseline information required to prepare the Tree Master Plan. This phase should include review of applicable District documents, including but not limited to the District's Climate Action Plan, Official Community Plan, relevant environmental or

2.0 Scope of Work

stewardship planning documents, available GIS mapping, aerial imagery, parcel and ownership information, drainage and floodplain mapping, environmental mapping, and any other information relevant to identifying existing trees, potential planting areas, site constraints, ecological value, and implementation feasibility on District-owned lands.

The Consultant will assemble and review available GIS and spatial data to support later phases of the project, including tree inventory and field verification, opportunity mapping, site suitability analysis, planting prioritization, and implementation planning. Methods should combine available GIS data and background information with professional review to identify data gaps, confirm mapping assumptions, and prepare for efficient field review. Where available and appropriate, the Consultant should consider the use of LiDAR or other suitable spatial datasets to support analysis of existing tree cover, site conditions, and planting opportunities.

Deliverable: The Consultant shall prepare a short memorandum, minimum one (1) page and maximum five (5) pages, summarizing the background documents, policies, plans, GIS layers, spatial datasets, aerial imagery, and other information reviewed as part of this phase. The memorandum shall identify any key assumptions, relevant data gaps, limitations, or additional information required from the District to support later phases of the project. The memorandum shall be submitted to the District for review and acceptance and will serve as proof of completion for Phase 2.

2.3.3 Tree Inventory and Field Verification

The Consultant will complete a planning-level inventory of existing trees on District-owned lands, including parks, boulevards, and other District parcels identified through the background review and GIS/data assembly phase. The purpose of the inventory is to establish a practical baseline of existing District tree assets to support future planting decisions, maintenance planning, monitoring, and progress tracking toward the District's long-term tree establishment target.

The inventory should include field verification and should be prepared using methods appropriate to the scale, budget, and objectives of the project. The Consultant should recommend a reasonable minimum size threshold for individual tree inventory, such as a minimum diameter at breast height (DBH), and apply that threshold consistently once accepted by the District. Smaller planted trees, saplings, or restoration plantings may be recorded separately where they are relevant to future monitoring or District asset management. In areas with dense naturalized vegetation, riparian stands, or forested patches, the Consultant may recommend a stand-based or grouped inventory approach where individual stem inventory would not provide useful value relative to the level of effort required.

For individually inventoried trees, the inventory should include, at minimum, a unique tree identification number, GPS coordinate, approximate site location, land or site type, species identification where possible, DBH, and basic biophysical or condition information. Additional attributes may include approximate height or height class, canopy spread or canopy class, native or non-native status, general health or condition rating, notable structural concerns, maintenance considerations, planting conflicts or constraints, survey date, survey method, and

2.0 Scope of Work

field notes. GPS coordinates should be suitable for planning-level mapping and GIS use, but do not need to meet legal survey standards unless otherwise directed by the District.

The Consultant should use the inventory to confirm existing tree distribution, identify obvious data gaps, and support later phases of opportunity mapping, planting prioritization, maintenance planning, and monitoring. The inventory should be prepared in a format that can be used by District staff after the project is complete and should be compatible with common spreadsheet and GIS workflows.

Deliverable: The Consultant shall prepare a Tree Inventory Database in Microsoft Excel, CSV, GIS-compatible format, or similar format acceptable to the District. The inventory shall include the agreed-upon tree attributes, unique tree identification numbers, locations, and any grouped or stand-based inventory areas where applicable.

2.3.4 Stakeholder and Community Engagement

The Consultant will lead stakeholder and community engagement for the Tree Master Plan in a manner that is proportionate to the size and rural context of the District and appropriate to the scope of a plan focused on District-owned lands. Engagement will help identify community priorities, perceived opportunities and concerns, and desired co-benefits such as shade, aesthetics, biodiversity, and cooling.

The Consultant will prepare and coordinate an engagement process that includes applicable Indigenous Rightsholders, relevant District staff, the community, and key stakeholders. The Consultant will support early engagement with applicable Indigenous Rightsholders to share information about the Tree Master Plan and seek input on planting priorities, ecologically and culturally sensitive areas, appropriate species selection, and opportunities to incorporate Indigenous perspectives into urban forestry planning. The District recognizes that the extent and format of participation will depend on community interest and capacity, and this engagement should be approached respectfully and early in the process.

The Consultant will engage relevant District staff, including Operations, Engineering, Parks, Planning, and other applicable staff, throughout project development to identify opportunities and constraints on District lands, including servicing conflicts, maintenance requirements, drainage and floodplain considerations, park planning, and long-term operational feasibility. This internal collaboration will help ensure the final plan is practical, implementable, and supported across departments.

The Consultant will provide the public with opportunities to review and comment on the project through accessible engagement methods such as an online survey, public information materials, and a draft plan review opportunity. The Consultant will also seek input from relevant local environmental, stewardship, or community groups with an interest in tree planting, habitat enhancement, or public greenspace, including the Fraser Valley Conservancy and Fraser Valley Watersheds Coalition where appropriate.

In Kent's small rural context, the District does not anticipate a highly segmented engagement process. The Consultant should prepare engagement materials in clear, plain language and share them through practical channels such as the District website, social media, and written

2.0 Scope of Work

or email-based notice where appropriate. Public feedback opportunities should include online and written options to reduce participation barriers related to time, mobility, or comfort with in-person participation. Feedback received through engagement should be summarized and incorporated into the development of the Tree Master Plan where appropriate.

Deliverable: The Consultant shall prepare an Engagement Summary Memorandum, minimum one (1) page and maximum five (5) pages, summarizing engagement activities completed, groups or audiences engaged, communication materials prepared, feedback received, key themes, limitations, and how engagement input was considered in the development of the Tree Master Plan. The memorandum shall be submitted to the District for review and acceptance and will serve as proof of completion for Phase 4.

2.3.5 Opportunity Mapping and Planting Prioritization

The Consultant will use the background review, GIS/data assembly, tree inventory, field verification, and engagement findings to identify and prioritize feasible tree planting opportunities on District-owned lands. This phase should identify where future tree establishment is most practical and beneficial, including opportunities in parks, boulevards, civic lands, undeveloped District parcels, riparian areas, and other District-owned lands identified through earlier phases of the project.

The Consultant should assess planting opportunities in a manner that reflects local conditions, including land use, drainage, floodplain considerations, servicing conflicts, existing tree cover, ecological value, maintenance requirements, public visibility, access to green space, urban cooling, biodiversity and habitat enhancement, riparian shading, and long-term operational feasibility. The Consultant should clearly distinguish between highly feasible, conditionally feasible, and constrained planting sites, and should identify any assumptions, limitations, or further review required before implementation.

The Consultant should also identify preliminary planting priorities and estimated planting capacity by site type, such as parks, boulevards, riparian areas, civic lands, and undeveloped District parcels. Prioritization should consider both feasibility and potential co-benefits, including progress toward the District's long-term tree establishment target, climate resilience, biodiversity and ecosystem health, shade and cooling, public realm improvement, and maintenance practicality. Recommended planting approaches and species considerations may be preliminary at this stage and may be refined through the Draft Tree Master Plan.

Deliverable: The Consultant shall prepare an Opportunity Mapping and Planting Prioritization Package including PDF maps, and a summary table or spreadsheet identifying potential planting areas, preliminary planting capacity, feasibility category, priority ranking, site type, key constraints, potential co-benefits, and relevant notes. This package is intended to form a technical component of, and be incorporated into, the Draft and Final Tree Master Plan.

2.3.6 Draft Tree Master Plan

The Consultant will prepare a Draft Tree Master Plan for District review based on the background review, GIS/data assembly, tree inventory, field verification, engagement findings, opportunity mapping, and planting prioritization completed through earlier phases of the

2.0 Scope of Work

project. The Draft Tree Master Plan should provide a practical, implementation-focused roadmap for tree planting, protection, and long-term urban forest management on District-owned lands.

The Draft Tree Master Plan should include, at minimum, a summary of existing conditions, inventory findings, planting opportunities, site suitability considerations, priority planting locations, recommended species and planting approaches, maintenance considerations, preliminary costing, implementation phasing, and clear recommendations that can be carried forward through annual work planning, budgeting, future capital or operating decisions, and future grant applications. The Draft Tree Master Plan should also include draft maps, tables, figures, and other supporting materials needed to clearly communicate findings and recommendations.

The Draft Tree Master Plan should include a practical approach to measuring success and monitoring progress toward the District's intended outcomes. This should include consideration of indicators such as the amount and location of suitable planting area identified on District lands, estimated capacity for future tree establishment, number and priority of planting opportunities by site type, progress toward the District's long-term tree establishment target, survival and replacement rates, maintenance needs, and progress in advancing priority sites from planning to planting. The monitoring framework should be proportionate to the scale and capacity of a small municipality.

Deliverable: The Consultant shall prepare a Draft Tree Master Plan in Microsoft Word and PDF format, including draft maps, tables, figures, implementation recommendations, preliminary costing, phasing, and monitoring framework. The Draft Tree Master Plan shall incorporate or be supported by the Tree Inventory Database, Engagement Summary, and Opportunity Mapping and Planting Prioritization Package prepared through earlier phases. The Draft Tree Master Plan shall be submitted to the District for review and will serve as proof of completion for Phase 6.

2.3.7 Final Tree Master Plan and Presentation

Following preparation of the Draft Tree Master Plan, the Consultant will present the Draft Tree Master Plan to Council, or to another audience as directed by the District. The purpose of the presentation will be to summarize the draft findings, inventory and mapping results, planting opportunities, implementation recommendations, and proposed approach to monitoring progress toward the District's long-term tree establishment target.

Following the presentation and review period, the District may provide comments from Council, staff, stakeholders, Rightsholders, the community, or other reviewers as appropriate. The Consultant will revise and finalize the Tree Master Plan based on comments received from the District. The final Tree Master Plan should remain implementation-focused and should provide clear recommendations that can be carried forward through annual work planning, budgeting, future capital or operating decisions, and future grant applications.

The Final Tree Master Plan should include prioritized planting opportunities on District-owned lands, implementation phases, preliminary costing, maintenance considerations, recommended species and planting approaches, monitoring and reporting considerations, final

2.0 Scope of Work

maps, and supporting tables or figures. The Final Tree Master Plan should provide a practical roadmap for phased planting toward the District's long-term tree establishment target and should be suitable for use by District staff following project completion.

The Consultant will also provide a handover of the final plan, inventory data, maps, GIS-compatible files, working files, and other supporting materials, along with a staff review session to support knowledge transfer and future implementation.

Deliverable: The Consultant shall prepare and deliver a presentation of the Draft Tree Master Plan to Council or another audience as directed by the District. Following the presentation and District review period, the Consultant shall prepare a Final Tree Master Plan in Microsoft Word and PDF format, including a final dated PDF with searchable text suitable for submission to FCM. The Consultant shall also provide final maps, tables, figures, inventory data, GIS-compatible files, working files, and other supporting materials. The Draft Tree Master Plan presentation, Final Tree Master Plan, supporting materials, and staff handover/review session shall be completed to the District's satisfaction and will serve as proof of completion for Phase 7.

2.3.8 Final Reports to FCM

The Consultant will support the District in preparing final reporting materials required to satisfy the District's FCM/GMF grant obligations. This phase is intended to confirm that the project has been completed in alignment with the approved scope, grant objectives, and contract requirements, and to provide the District with the information needed to complete its final contribution request.

Reporting requirements are expected to include a Completion Report summarizing project implementation, outcomes, alignment with contract objectives, any major deviations, collaboration and inclusive engagement activities, and lessons learned. FCM's reporting requirements also require the final plan or study to be submitted as a final, dated PDF with searchable text; drafts or documents marked for internal use will not be accepted as the final Plans and Studies deliverable.

The Consultant shall prepare reporting materials in a manner that supports FCM's accessibility, copyright, confidentiality, and funding recognition requirements. Where directed by the District, the Consultant may be required to prepare both a complete confidential version and an abridged non-confidential version of reporting materials suitable for public sharing.

Deliverable: The Consultant shall prepare a Final FCM Reporting Package to support the District's final grant reporting and Request for Contribution. The package shall include a draft Completion Report, a summary of completed phases and associated deliverables, and any supporting materials reasonably required by the District to complete the Project Workbook and final grant reporting process. The package shall be submitted to the District for review and use in final grant administration.

3.0 Submission Requirements

3.1 General Submission Requirements

Proposals are to be submitted as instructed in 1.4.5 Submission of Proposals.

In order to be compliant, the Proponent should submit a Proposal that addresses all of the documentation requirements of this RFP.

During the Evaluation Process, the District may require additional information or clarification by the Proponent.

The Proponent must ensure that a complete, and clearly labelled Proposal is received at the Closing Location by the Closing Time. The District will assume no responsibility for timely receipt of any Proposal.

Any Proposal that is not complete in any way, or that does not comply with all of the requirements of this RFP, may be subject to disqualification at the sole discretion of the District.

Information provided by the District in any form that is part of this RFP must not be altered or contradicted in any way.

The Proposal submitted by each Proponent must be signed by an Authorized Signatory of the Proponent.

If the Proponent is a partnership or joint venture, a letter furnished by each partner or joint venturer and signed by an officer of the respective companies stating that the respective companies agree to be held jointly and severally liable for any and all duties and obligations of the Proponent under any Agreement arising therefrom, is to be included with their Proposal.

3.2 Financial Proposal

The Financial Proposal must include a signed copy of the Proposal Form, which is attached as Schedule 1 to Appendix "A"- Financial Submission. Appendix "A" clearly specifies the requirements for the Authorized Signatories to sign that document.

Proponents are to provide a detailed budget for the Project within the Financial Proposal, including but not limited to the following information:

- Hourly rates for each team member;
- Level of effort anticipated for each team member where the level of effort is related to tasks identified in the methodology;
- Disbursements;
- Total upset price, exclusive of GST, with GST shown separately.

3.3 Technical Proposal

In order to be compliant, the Proposal should address all of the documentation requirements set out in Section 4.2 – Evaluation Criteria. The Technical Proposal should not include fee amounts, hourly rates, disbursement costs, or total price.

4.0 Evaluation Process and Criteria

4.1 Evaluation of Proposals

4.1.1 Process

The RFP is to be submitted as instructed in 1.4.5 Submission of Proposals.

The **Technical Proposal** for each proposals will be opened and evaluated on its merits.

The evaluation criteria detailed in Section 4.2 will be used to evaluate technical proposals.

The **Financial Proposal** will be opened after the technical proposal review and an assessment of cost/benefit will be conducted.

The District reserves the right not to open the Financial Proposal of any Proponent whose technical score is more than twenty (20) points lower than the highest-ranked technical proposal.

Points (total maximum combined of 100) will be awarded as follows and based on scope of work:

- Technical Criteria - 90 points
 - Price Criteria - 10 points.
- TOTAL POINTS – 100

4.1.2 Clarification and Rectification

If a Proposal is determined to be unclear or deficient in some aspects but these deficiencies are capable of being clarified or remedied, the District Representative may prepare a list of questions for the Proponent to provide the Proponent with an opportunity to clarify or remedy its Proposal. If these clarifications and amendments do not overcome the deficiencies, the District may, in its sole discretion, decide to reject the Proposal.

4.1.3 Interviews

The Evaluation Team may, at its discretion, invite the Proponents to appear before the Evaluation Team to present their Proposals. In such event, the Evaluation Team will be entitled to consider the information provided in the Proponent's presentation in evaluating the Proposals.

4.1.4 Disqualification

If any Proposal contains a deficiency or fails in some way to comply with any requirement of the RFP, which in the opinion of the District is not material, the District may waive the defect and accept the Proposal. The determination of whether or not to disqualify or otherwise remove any Proposal from the evaluation process will be made in the sole discretion of the District.

4.2 Evaluation Criteria

4.2.1 Criteria

The criteria for evaluation of Proposals are listed below and weighted as indicated.

The Proponent is to provide a response to each of the following to indicate a level of understanding and to quantify the level of effort to be applied to complete the project assignment. These criteria will be used for the technical evaluation.

4.0 Evaluation Process and Criteria

- **Project Manager’s Statement** (10 technical points)

A statement by the Proponent’s proposed Project Manager is to be provided. The statement should demonstrate the Project Manager’s understanding of the District’s objectives, local context, grant requirements, and the intended purpose of the Tree Master Plan.

- **Project Management Plan and Schedule** (20 technical points)

Provide a project management plan linked to the proposed project schedule. The plan should identify major tasks, phase sequencing, interim deliverables, review points, key meeting dates, and final completion milestones. The project management plan should describe how the Proponent will coordinate the eight project phases, maintain communication with the District’s Project Manager, manage internal team coordination, and obtain timely District input.

- **Technical Approach and Methodology** (25 technical points)

Provide a clear methodology for completing the technical components of the Tree Master Plan, including background review, GIS/data assembly, tree inventory and field verification, opportunity mapping, planting prioritization, implementation phasing, costing, and monitoring recommendations.

The methodology should demonstrate how the Proponent will establish a practical baseline of existing District tree assets, identify feasible planting opportunities, assess site constraints, recommend appropriate planting approaches and species, and develop a final plan that can be used by District staff for future implementation, budgeting, grant applications, and monitoring.

Proponents should clearly identify any proposed assumptions, inventory thresholds, GIS methods, field methods, prioritization criteria, and deliverable formats.

- **Relevant Experience and Project Team Qualifications** (15 technical points)

Provide information on the qualifications and experience of the proposed project team, including the Project Manager and key technical staff.

Evaluation will consider demonstrated experience in municipal urban forestry planning, GIS and spatial analysis, tree inventory or canopy assessment, planting prioritization, climate resilience planning, stakeholder and community engagement, Indigenous engagement support, and preparation of practical, implementable plans and technical reports. Relevant experience working with small municipalities, rural or agricultural communities, floodplain communities, or public-sector grant-funded projects will be considered an asset.

- **Engagement Approach** (10 technical points)

Describe the proposed approach to stakeholder and community engagement, including engagement with District staff, applicable Indigenous Rightsholders, the community, local environmental or stewardship groups, and other key stakeholders.

The engagement approach should be proportionate to the size and rural context of the District and should demonstrate the ability to prepare plain-language

4.0 Evaluation Process and Criteria

materials, provide accessible opportunities for input, summarize feedback, and incorporate engagement findings into the Tree Master Plan where appropriate.

- **Cost Control and Level of Effort** (10 technical points)

Describe how the Proponent will manage the Work within the approved project budget and track level of effort by project phase.

Despite the level of effort being dictated by the maximum project budget, the proposal should still include a detailed level-of-effort chart in the technical proposal, identifying personnel, estimated hours, roles, and phase-by-phase allocation of effort. Fee information shall be provided separately in the financial proposal. The Proponent should describe how the District will be kept informed of budget status, progress, and any potential scope or cost concerns.

Identify the fee basis (in Envelope #2, the Financial Proposal) in conjunction with a detailed level of effort chart (in Envelope #1, the Technical Proposal).

- **Financial** (10 points)

Points for price are calculated by the following formula (low price to receive 10 points):

$$\text{Price Score} = 10 \times (\text{Lowest Proponent's Net Price} \div \text{Proponent's Net Price})$$

If the Price Score is less than zero then the Price Score will default to zero.

For the purposes of this formula, "Net Price" means the Proponent's total upset price, excluding GST.

The District may reject or seek clarification on any Financial Proposal that appears abnormally low, unbalanced, or inconsistent with the Proponent's proposed level of effort, methodology, or ability to complete the full Scope of Work.

4.2.2 Final Evaluation

Once the Preferred Proposal has been identified, the District may enter into discussions with that Proponent to clarify any outstanding issues and to identify and finalize those portions of the Proposal, including negotiation of any changes that will form part of the Consulting Agreement.

If discussions are unsuccessful, the District reserves the right to enter into discussions with the next highest rated Proponent or to decide not to accept any Proposals.

4.3 Debriefing

At the conclusion of the Proposal evaluation process, all Proponents will be notified of the identity of the Preferred Proponent. Any unsuccessful Proponent may request a confidential debriefing with the District which shall be limited to a review and discussion of that Proponent's Proposal. If at any time during the debriefing the District determines the debriefing is no longer considered constructive or appropriate, the District may, in its sole discretion, terminate that meeting.

Appendix A – Financial Submission

SCHEDULE 1 - PROPOSAL FORM

Proponent's Name: _____

As an appendix to your Proposal please provide a detailed budget for the Project including the following information:

- a. Hourly rates for each team member.
- b. Level of effort anticipated for each team member.
 - Relate the level of effort to tasks identified in the methodology.
- c. Disbursements.

The Agreement Price for the Work as described in this Request for Proposal is:

Tree Master Plan	\$ _____
G.S.T.	\$ _____
TOTAL PRICE	\$ _____

The Proponent hereby declares that it has carefully read and examined the RFP package and the District supplied supporting documents, and that it has conducted such other field investigations which are prudent and reasonable in preparing such a Proposal, and hereby offers to furnish all labor, technical and professional services, supervision, materials, tools, supplies, maintenance of equipment, training, safety equipment, and to discharge all duties and obligations necessary to carry out the Work in accordance with the provisions stated in the RFP for the Proposal Price shown above.

The Proponent understands that if the District accepts this Proposal, it must execute the Consulting Agreement and deliver it to the District within ten (10) business days after having received the Consulting Agreement in executable form from the District.

Enclosed herewith is evidence of the good standing of the Proponent, whether it is a corporation, joint venture or Partnership, and evidence that the person(s) signing this Proposal Form is/are authorized to bind the Proponent (and each member of any joint venture or Partnership forming the Proponent) to this Proposal and to the Consulting Agreement resulting from this Proposal.

The Proponent acknowledges receipt, understanding and full consideration of the following Addenda to the Request for Proposals:

Addendum No. ____	Date Received _____	Addendum No. ____	Date Received _____
Addendum No. ____	Date Received _____	Addendum No. ____	Date Received _____

The Proponent certifies that it has examined and is fully familiar with all of the provisions of the Consulting Agreement; that it has carefully checked all the facts and figures and all statements made in this Proposal; that it has such other investigations which are prudent and reasonable in preparing this Proposal, including a thorough review of the RFP supporting documents; that it has satisfied itself with respect to the actual conditions of the Site and the nature and location of the Work, the general and other matters which in any way affect the Consultant's performance or the proposed payment; and

Appendix A – Financial Submission

that it has notified the District of any deficiencies in or omissions from any RFP Documents or other Documents provided by the District and of any unusual Site conditions observed prior to the date hereof. The Proponent hereby agrees that the District will not be responsible for any errors or omissions in this Proposal.

The Proponent further certifies that it has not discussed or communicated with any of the other Proponents about the preparation of their Proposals and that its participation in this RFP process has been conducted without collusion or fraud.

NOTE: If the Proponent is a partnership or joint venture, give the full names of all of the Partners or joint venturers. Evidence of the authority of the person signing on behalf of the Proponent, whether a corporation, partnership or joint venture, shall be attached to the Proposal Form.

Additionally, each partner or joint venturer of a Proponent will furnish a letter signed by an officer of the respective partnership or joint venture stating that the respective partnership or joint venture agrees to be held jointly and severally liable for any and all the duties and obligations of the Proponent under the RFP and any Consulting Agreement arising therefrom.

The Proponent has executed this Proposal Form on the _____ day of _____, _____.

By: _____
(Signature)

Name: _____
(Type or print)

Title: _____

Company _____

Date: _____

DISTRICT OF KENT



CONSULTING AGREEMENT

Tree Master Plan: Consulting Services

Appendix B – Sample Consulting Agreement

This Sample Agreement will be filled out by the District of Kent once a successful Consultant has been selected. Proponents are encouraged to read this before they submit their Proposal.

THIS AGREEMENT made as of the (Insert Day) day of (Insert Month), (Insert Year) (the "Contract") for the **Tree Master Plan: Consulting Services** (the "Project").

BETWEEN:

DISTRICT OF KENT
7170 Cheam Avenue
Kent, BC V2P 8A4

("Owner")

AND:

(Insert Company Legal Name)
(Insert Address)

("Consultant")

WITNESSES THAT the parties mutually agree as follows:

ARTICLE 1 THE WORK

1.1 The Work consists of the performance of the Tree Master Plan: Consulting Services as described in this Agreement.

ARTICLE 2 CONTRACT TERM

2.1 Not applicable to this Contract.

ARTICLE 3 CONTRACT PRICE

3.1 The Owner agrees to pay the Consultant for the Performance of the Work and the fulfilment of all of the obligations of the Consultant under this Contract, in accordance with the terms of this Contract, the prices quoted in Schedule 1 – Proposal Form, plus applicable taxes, all in Canadian funds, (the "Contract Price"), inclusive of all specified cash and contingency allowances, bonds, insurance and all applicable sales, custom and excise duties and taxes, based on the estimated quantities contained in the Financial Submission, attached as Appendix "A" to this Contract.

3.2 The Consultant agrees that it shall not be entitled to any further payment with respect to the Contract, except for Extra Work and changes provided that such are authorized in writing and are strictly in accordance with the provisions of the Contract, and that prior to commencing any such work a written Change Order duly issued by the Owner in accordance with the provisions of the Contract has been obtained.

3.3 If the Owner fails to make payments to the Consultant as they become due under the terms of the Contract, interest on such unpaid amounts at the annual prime rate of interest specified from time to time by the Royal Bank of Canada as its prime lending rate for loans made in Canada in Canadian dollars, plus two (2%) per cent, calculated monthly and not compounded, shall also become due and payable until the date payment is received by the Consultant.

Appendix B – Sample Consulting Agreement

ARTICLE 4 ADDRESSES FOR NOTICES

4.1 Communications in writing between the Owner and the Consultant shall be addressed as follows:

To the Owner at: **DISTRICT OF KENT**
7170 Cheam Avenue
Agassiz, BC V0M 1A0
Attention: Dave Charbula, Project Manager

Phone No.: 604-796-2235
Email: dcharbula@kentbc.ca

To the Consultant at:

Attention:
Phone No.:
Email:

All such communications shall specifically refer to and identify the names of the parties and this Contract.

ARTICLE 5 LAW AND LANGUAGE OF THE CONTRACT

5.1 The law of the Province of British Columbia shall govern the interpretation of the Contract, which is drawn in English at the request of the parties.

ARTICLE 6 MISCELLANEOUS

6.1 The Contract shall enure to the benefit of and be binding upon the parties hereto and their respective successors, executors, administrators, legal representatives and assigns.

6.2 The Consultant hereby represents and warrants that the Consultant is incorporated in the province of British Columbia or, if incorporated in another jurisdiction, is registered and is in good standing as an extra-provincial company under the provisions of the *Business Corporations Act of British Columbia*.

ARTICLE 7 WORK FORCE AND RESTRICTIONS

7.1 The undersigned, having become thoroughly familiar with the terms and conditions of this Contract and with the local conditions affecting the performance and cost of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby offers to fully perform the Work within (_____) days, following written notification to proceed and in strict accordance with the Contract including furnishing of any and all labour and materials.

7.2 The average number of workers that shall be employed and maintained on the Work is (_____) workers, including the workers of Subcontractors as applicable.

7.3 Statutory holidays and weekends may be worked at the Consultant's option, unless written instructions from the Owner or the Owner's consultant are received by the Consultant. The Consultant may stop work for safety reasons if a danger exists to people or property and/or as per the Contract.

Appendix B – Sample Consulting Agreement

ARTICLE 8 PROJECT PERSONNEL

8.1 The following is a list of our key personnel:

Project Manager	(Insert Name)
Site Superintendent	(Insert name)
Site Safety Coordinator	(Insert Name)

This Contract represents and warrants that the above named personnel are available and will work on this Contract and the Consultant specifically agrees they will not be substituted or removed from the Work under the Contract without the express prior written approval of the Owner.

ARTICLE 9 DOCUMENT PRECEDENCE AND DEFINITIONS

- 9.1 If there is any conflict or inconsistency within or between any of the Contract Documents, the following order of priority among documents, proceeding from highest to lowest priority applies, and a Contract Document with higher priority prevails over a Contract Document with lower priority to the extent of any conflict or inconsistency:
- (i) Executed Contract Between Owner & Consultant;
 - (ii) later dated documents prevail over earlier documents of the same kind.
- 9.2 In the Contract, capitalized words and expressions have the meanings given to them in Article 59 of this Contract.
- 9.3 Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 9.4 References to the neuter, masculine or the singular shall be considered to include each other as well as the feminine and the plural, as the context requires.
- 9.5 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.
- 9.6 The intent of this Contract is to include all labour, materials and services necessary for the performance of the Work in accordance with the Contract Documents.
- 9.7 This Contract supersedes all representations, discussions, communications, negotiations and agreements, either written or oral, relating to the Work that were made prior to the date of the execution of this Contract.
- 9.8 The Contract Documents shall be signed by the Owner and the Consultant in as many duplicates as the Owner may reasonably require.
- 9.9 The Consultant shall be provided without charge with one copy of the Contract Documents for the performance of the Work. If the Consultant requires additional copies of the whole or parts of the Contract Documents, the Owner may charge the Consultant a reasonable fee for such copies.
- 9.10 The language of the Specifications is, in many cases, written in the imperative for brevity. Clauses containing instructions or directions are directed to the Consultant and, in the case of conflicts, such sentences shall be construed and interpreted as if the words "the Consultant shall without additional compensation" immediately preceded the instructions or directions.
- 9.11 In the event of conflicts within the Contract Documents or conflicts between the Contract Documents and specified reference, national or industry Standards:

Appendix B – Sample Consulting Agreement

- a) the reference, national or industry Standards shall be interpreted as referring to the latest editions, including all applicable amendments and revisions, in effect as of the signing date of this Contract for the Work; and
- b) the most onerous and stringent provisions, resulting in the smallest tolerances and the best quality of Work, shall apply.

ARTICLE 10 CONSULTANT'S GENERAL OBLIGATION

10.1 The Consultant shall perform the Work, by doing everything necessary and providing all materials, supervision, labour and equipment other than that specifically provided by the Owner for , or incidental , to the proper execution of the Work described in the Contract Documents and all incidental Work and things necessary to complete the Work.

ARTICLE 11 CONSULTANTS REPRESENTATIONS - QUALITY OF SERVICES

11.1. The Consultant represents and warrants to the District that the Consultant and the Professionals have the education, training, skill, experience and resources necessary to perform the Services in accordance with the requirements of the RFP, and the Consultant acknowledges and agrees that the District has entered into this Agreement relying on this representation and warranty.

The Consultant agrees that:

- (a) the Consultant must perform the Services to a standard at least equal to that generally accepted in the professional engineering profession in British Columbia in respect of services such as the Services; and
- (b) the Services must be performed in general conformance with all applicable enactments, and with any relevant codes, rules, regulations or standards of any professional or industry organization of association.

ARTICLE 12 DISTRICT'S OBLIGATIONS

12.1 The District

- (a) must make available to the Consultant any Drawings, Environmental Reports or Geotechnical Reports prepared by or for the District for the purposes of the Project and that the District is lawfully entitled to provide to the Consultant,
- (b) authorizes the Consultant to act as the representative of the District to the extent necessary for the Consultant to perform the Services, but the Consultant has no authority to bind the District to any contract with any third party or otherwise to cause the District enter into or be liable for any legal liability, duty or obligation of any kind to or with any third party,
- (c) must consider any sketches, drawings, specifications, tender documents and other documents relating to the project that are provided to the District by the Consultant,
- (d) must use reasonable efforts to respond reasonably promptly to any communication from the Consultant, and
- (e) must obtain, and pay for, all approvals, permits, licenses, easements and statutory rights of way it determines are required for the construction, use and occupation of the Project.

ARTICLE 13 CONSULTANT'S USE OF DISTRICT-SUPPLIED INFORMATION

13.1 The District agrees that the Consultant is not responsible or liable for the accuracy or completeness of Drawings, Geotechnical Reports or Environmental Reports provided to the

Appendix B – Sample Consulting Agreement

Consultant by the District. In performing the Services, the Consultant must consider any Drawings, Geotechnical Reports or Environmental Reports provided to it by the District.

ARTICLE 14 OWNERSHIP OF INTELLECTUAL PROPERTY

14.1 By this section, the Consultant irrevocably grants to the District the unrestricted license for the District to use, for the Project and the District's other activities, all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. The Consultant agrees that the license granted by this section includes the right for the District, at any time, to adapt, use and modify all such technical information and intellectual property for other projects and uses of the District. A Copyright License Agreement for signature, is attached to this Agreement as Schedule "D";

ARTICLE 15 PROJECT MANAGER AS OWNER REPRESENTATIVE

15.1 The Project Manager is the Owner's representative during the Term and is to observe the Work in progress on behalf of the Owner for the purposes of ensuring that the Consultant provides the Work in a satisfactory manner. The Project Manager has the Owner's authority to act on the Owner's behalf with respect to this Contract and, without limiting the generality of the foregoing; the Project Manager is entitled to act as follows:

- a) to have access to and inspect Sites and the Work at all times, and the Consultant shall provide the Project Manager with full information and assistance so the Project Manager may ensure that the Work is performed in accordance with this Contract;
- b) to decide whether anything has been done as required by the Contract or to decide what the Consultant is required by this Contract to do, including questions as to the acceptability of the quality and quantity of any labour, equipment or material used in the Work and the timing and scheduling of the Work;
- c) in the Project Manager's sole discretion, to order a Work Change under Article 24;
- d) for the purpose of payments to the Consultant, to determine the actual quantity of the Work and certify the amounts payable to the Consultant based on the unit prices, if any; and
- e) if at any time the Project Manager is of the opinion, in his sole discretion, that there exists a danger to life or to property, the Project Manager may order the Consultant to stop Work or to take such remedial measures as the Project Manager considers necessary.

15.2 The Consultant shall comply with any determination, decision, direction or order of the Project Manager identified under Article 4. Neither the giving nor the carrying out of such orders shall entitle the Consultant to any extra payment and the Owner shall not be held liable for any damages or for any breach of government laws, bylaws or regulations that may result.

ARTICLE 16 CONTROL OF WORK AND SUPERVISION

16.1 The Consultant is solely responsible for performance of the Work in accordance with this Contract and shall effectively direct and supervise the Work so as to ensure performance of the Work for the Term, including by being solely responsible for the means, methods, techniques, sequences, and procedures and for co-coordinating the various parts of the Work during its performance.

16.2 The Consultant shall comply with the requirements of the *Workers' Compensation Act* (British Columbia), and all other federal and provincial legislation regarding wages and labour relations, employment Standards and health and safety, including payment of any and all income taxes, duties, levies, or charges made under or in relation to the Contract.

Appendix B – Sample Consulting Agreement

ARTICLE 17 ASSIGNMENT AND SUBCONTRACT

- 17.1 The Contract shall not be assigned or subcontracted, in whole or in part, without the prior written consent of the Owner.
- 17.2 The Consultant agrees to employ those Subcontractors proposed by him in writing and accepted by the Owner at the signing of this Contract. Before the Consultant shall be allowed to subcontract any part of that work the Consultant must first provide the Owner with a written explanation of the reasons why that part of the Work must be subcontracted. Unless the Owner otherwise agrees in writing, the Consultant shall provide the Owner with the names of a minimum of three different proposed Subcontractors for that part of the Work, each of whom must be acceptable to the Owner in the Owner's discretion, and the Consultant shall then use the Subcontractor selected by the Owner. Article 17.8 shall not apply to the foregoing and the Consultant agrees that the Consultant shall be solely responsible and liable for the Work of that Subcontractor and for any and all costs and delays incurred by the Consultant associated with the foregoing.
- 17.3 The Owner may, for reasonable cause, object to the use of a proposed Subcontractor and require the Consultant to employ one of the other subcontract bidders.
- 17.4 Unless Owner otherwise specifically consents in writing, all Subcontractors shall have a minimum of three (3) years of experience in their respective trades and shall have been in business for at least that long. The Consultant shall not engage any Subcontractor that is not so qualified unless the Consultant has first provided to the Owner detailed reasons to support the use of such Subcontractor and the Owner has approved such use. No approval by the Owner, however, shall relieve the Consultant from sole responsibility for the selection of the Subcontractor or the quality or performance of work, or lack thereof, by the Subcontractor.
- 17.5 If requested by the Owner with regard to any Subcontractor, the Consultant shall show evidence, in writing, that the proposed Subcontractor has, immediately prior to the effective date of the Contract, been in business and actively engaged for a minimum period of three (3) years in the trade in which the Subcontractor has been proposed for use by the Consultant. Evidence shall consist of the names of previous projects and the names of the owner and general contractor for each project.
- 17.6 Failure to provide evidence satisfactory to the Owner of involvement and experience in its trade for the specified periods for any Subcontractor may result in rejection of the Subcontractor. The Consultant shall indemnify and hold the Owner harmless from any and all liability to and claims by the Subcontractor relating to the rejection by the Owner of such Subcontractor.
- 17.7 Subcontractors identified in the Contract shall not be changed without the prior written approval of the Owner. This provision is for the sole benefit of the Owner and the enforcement or failure to enforce the same shall not create any duty, obligations or liabilities on the Owner towards any Subcontractors, whether nominated or not, or to any party whatsoever.
- 17.8 If the Owner requires a change from a proposed Subcontractor, the Contract price shall be adjusted by the difference in cost and mark-up occasioned by such required change. However, the Consultant shall not be required to employ as a Subcontractor a person or firm to whom he may reasonably object.
- 17.9 The Consultant agrees to preserve and protect the rights of the parties under the Contract with respect to work to be performed under subcontract and to:
- a) enter into contracts or written agreements with his Subcontractors to require them to perform their work in accordance with of the Contract Documents, and
 - b) be as fully responsible to the Owner for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

Appendix B – Sample Consulting Agreement

The Consultant therefore agrees that he shall incorporate the Contract Documents into all subcontracts he enters into with his Subcontractors.

- 17.10 The Owner may, upon reasonable request and at his discretion, provide to a Subcontractor, information as to the percentage or quantity of the Subcontractor's work which has been certified for payment.
- 17.11 The Contract Documents are arranged in a general manner for convenience of reference only and not to identify or limit the scope of the work of any Subcontractor, notwithstanding the use of headings, sections, divisions or other partitions in the Contract Documents. The Consultant and each of its Subcontractors shall interpret the Contract Documents as a whole. Subcontractors should carefully review all of the Contract Documents as information regarding the work applicable to each sub-trade may be contained throughout the Contract Documents. The Consultant shall be solely responsible for establishing limits of work between the Consultant and its Subcontractors, notwithstanding the arrangement of the Contract Documents.
- 17.12 The Consultant shall remain and be fully responsible for the proper performance of the Work and liable to the Owner under this Contract for all acts or omissions of Subcontractors and all persons directly or indirectly employed by the Subcontractors in the performance of the Work, notwithstanding any other provision of the Contract, any rule of law to the contrary, the identification of a Subcontractor in the Contract, or the consent to or nomination of a Subcontractor by the Owner.
- 17.13 Subcontractors shall not further subcontract any portion of the Work which is the subject of their subcontract without the prior written approval of the Owner.
- 17.14 Each subcontract shall be deemed to incorporate the following, whether or not specifically stated therein:
- "Notwithstanding any provision of the subcontract not any rule of law or interpretation to the contrary, the Subcontractor acknowledges and agrees that nothing contained in the Subcontract or this Contract, not the relationship between the Subcontractor and any one or more of the Owner, the Project Manager and any employee or agent of the Owner or the foregoing arising out of the subject matter of this Subcontract shall give rise to any contractual relationship between the Subcontractor and any one or more of the Owner, the Project Manager and any agent or employee of any of them, nor give rise to any duty of care whatsoever owed by any of them to the Subcontractor."
- 17.15 Where the Owner has given consent to the Consultant to assign this Contract, it is a condition of that consent that the Consultant shall first obtain the written agreement of the proposed assignee with the Owner to be bound by this Contract as if the assignee had been an original party to the Contract.

ARTICLE 18 PRIVATE LAND

- 18.1 The Consultant shall not enter upon lands other than those provided by the Owner without obtaining prior written permission from the land owners or occupiers.
- 18.2 The Consultant shall not enter upon lands owned by others on which the Owner has easements or rights of way without having received a written authorization of the Owner for such entry. The Consultant shall ascertain from the Owner the conditions on which easements or rights of entry have been granted on private lands and shall abide by these conditions at all times.

ARTICLE 19 CONTRACT SITE CONDITIONS

- 19.1 The Consultant acknowledges and agrees that it is the sole responsibility and risk of the Consultant to examine the Sites and the actual Site conditions in order to satisfy itself with respect to conditions and their effect on the Work.

Appendix B – Sample Consulting Agreement

- 19.2 The Consultant shall inspect the Work site prior to performing the Work each working day and evaluate the site conditions for foreseeable damage caused by the performance of the Work done that day. The Consultant shall notify the Owner if the site conditions are in poor shape to the extent that the Consultant may cause damage to the site if the performance of the Work is carried out. The Owner shall assess the site conditions and inform the Consultant if or how he is to proceed.

ARTICLE 20 DELAY, NON-COMPLIANCE OR BREACH BY THE CONSULTANT

- 20.1 If the Consultant delays in the commencement, performance or completion of the Work, fails to comply with a direction or decision of the Project Manager, or is otherwise in breach of the Contract, and the delay, failure or Contract breach continues for five (5) days after notice of it has been given to the Consultant by the Project Manager and the Consultant is not, in the sole opinion of the Project Manager, diligently proceeding with a cure of the breach to the Project Manager's satisfaction, the Project Manager may, without it constituting a breach or termination of the Contract;
- a) at the Consultant's expense, do such things as the Project Manager deems necessary to correct the Consultant's breach, including by causing the Work to be performed by the District's forces or by another party, the Consultant shall reimburse the Owner for all costs, expenses and damage incurred or sustained by the Owner by reason of the Consultant's breach or in correcting the breach; or
 - b) take all or any part of the Work out of the Consultant's hands and employ such means as the Project Manager considers desirable to perform the Work or part of it.
- 20.2 The Project Manager shall consult with the Owner before taking the Work out of the Consultant's hands. The cost of performing the Work or part of it, taken out of the Consultant's hands shall be deducted from any amount otherwise payable to the Consultant. If the cost of performing the Work, or part of it, taken out of the Consultant's hands exceeds any such amounts, the excess is a debt due and owing by the Consultant to the District, together with any change sustained by the District.

ARTICLE 21 SUSPENSION OR TERMINATION OF CONTRACT

- 21.1 The Project Manager may give notice to the Consultant suspending the Contract at any time for convenience and the Consultant shall comply with that notice immediately by ceasing performance of the Work. Upon ceasing performance of the Work, the Consultant shall take all steps reasonably necessary to protect all portions of the Work from damage or destruction by natural or human causes. If the Project Manager suspends the Work for thirty (30) days or less, the Consultant shall continue performance of the Work when called upon to do so. If the Project Manager suspends the Work for a period in excess of thirty (30) days, the Consultant may request the Project Manager to terminate the Contract.
- 21.2 The Project Manager may terminate all, or any part of, the Services, by giving notice of termination to the Consultant, which is effective upon delivery of the notice, if:
- a) the Consultant breaches this Agreement and the Consultant has not cured the breach, or is not diligently pursuing a cure for the breach to the satisfaction of the District, in the District's sole discretion, within five days after notice of the breach is given to the Consultant by the District; or
 - b) the Consultant becomes bankrupt or insolvent, a receiving order is made against the Consultant, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up of the Consultant, or the Consultant takes the benefit of any enactment relating to bankrupt or insolvent debtors.

If the District terminates part or all of the Services under this section, the District may arrange, upon such terms and conditions and in such manner as the District considers appropriate, for

Appendix B – Sample Consulting Agreement

performance of any part of the Services remaining to be completed, and the Consultant is liable to the District for any expenses reasonably and necessarily incurred by the District in engaging the services of another person to perform those Services. The District may set off against, and withhold from amounts due to the Consultant such amounts as the District determines, acting reasonably, are necessary to compensate and reimburse the District for the expenses described in this section.

- 21.3 Despite the rest of the Contract, the Owner may terminate the Contract at any time for cause or convenience and the Consultant shall comply with that notice immediately by ceasing performance of the Work.

If the Owner terminates the Contract for convenience, the Owner must pay the outstanding Consultant's fees for services performed up to and including the termination date. For clarity, the Owner is not obligated to pay for any services under this Contract that would have been performed by the Consultant had the Contract not been terminated or to otherwise compensate the Consultant for any losses, damages or costs it may suffer or incur in any manner whatsoever related to the termination of this Contract.

If the Owner terminates the Contract for cause, the Owner must pay the outstanding Consultant's fees for all services performed up to and including the termination date, after deducting any costs, expense, damage or loss caused to the Owner by the Consultant's breach of the Contract, insolvency or bankruptcy, subject to the dispute provisions of this contract regarding the quantum of the deductions. Where the amount of the outstanding Consultant's fees is less than the amount of the deduction for all costs, expense, damage or loss caused to the Owner by the Consultant's breach of the Contract, the Consultant shall immediately pay to the Owner the shortfall. Termination under this section does not relieve the Consultant of any Contract obligations other than the Consultant's obligations to perform the Work.

ARTICLE 22 TERMINATION BY THE CONSULTANT

- 22.1 The Consultant may give notice to the Project Manager terminating the Contract for either of the following reasons:

- a) where an order of any court or other public authority other than the District, causes the Work to be stopped or suspended, for a period exceeding ninety (90) days and such stoppage or suspension occurs through no act or fault of the Consultant. In the event of termination under this section, the Owner shall pay the Consultant for the Work performed and losses sustained to the date of the notice. The Owner shall not be liable for any loss of profits, damages or expenses incurred by the Consultant as the result of such stoppage or suspension or termination of the Contract; or
- b) where, without authority in the Contract, the Owner fails to pay the Consultant for Work performed, as provided in the Contract Documents, within thirty (30) days after the date for payment, and fails to remedy such default within ten (10) days of notice by the Consultant to do so.

ARTICLE 23 FORCE MAJEURE

23. Neither the District nor the Consultant shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of the Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labor disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the District or the Consultant under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give

Appendix B – Sample Consulting Agreement

written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 24 CHANGE ORDERS

- 24.1 At any time after the Notice of Award, but before the end of the Work, the Project Manager may give notice to the Consultant ordering the Consultant to perform a Work Change and the Consultant shall promptly begin performance of that Work Change in accordance with the Change Order.
- 24.2 A Change Order is, for the purposes of the Contract, considered to be part of the Work and all of the provisions of the Contract and Contract Documents apply to that Change Order.
- 24.3 The Consultant is entitled to be paid for any Work Change that is an addition to or revision of the Work, but not any Work Change which is a deletion from the Work.
- 24.4 No Work Changes under Article 24.1 shall be undertaken by the Consultant without a Change Order from the Project Manager, except in an emergency endangering life or property, and no claims for additional compensation shall be valid unless the Work Change was ordered by the Project Manager.

ARTICLE 25 PAYMENT

- 25.1 Not more than once each Month, the Consultant may deliver an invoice to the District, in respect of the immediately preceding Month,
- a) setting out the aggregate amount of fees claimed for Services performed in that preceding Month; and
 - b) describing in reasonable detail the Services rendered by the Consultant in that preceding Month, including where applicable under section 9, by stating the hours and tenths of an hour spent by each Professional, or other individual whose services are paid for by the District on an hourly basis, in performing the Services.
- 25.2 The District must, to the extent that the District is satisfied the fees are for Services reasonably and necessarily performed by the Consultant, pay the Consultant the fees claimed in any invoice delivered in accordance with Article 25.1. Payments are due within the period after delivery of each invoice that is set out for that purpose in the Proposal. If the Proposal contains no such date, payment is due within thirty (30) days after delivery of an invoice to the District.

The District must also reimburse the Consultant for expenses claimed by the Consultant in any invoice that the Consultant is entitled to be reimbursed for as set out in the Proposal, but only to the extent the District is satisfied the expenses were reasonably and necessarily incurred by the Consultant in performing the Services

ARTICLE 26 PAYMENT WITHHELD

- 26.1 The Owner may withhold or suspend the whole or a portion of any payment if:
- a) the Consultant has failed to satisfactorily perform the Work in the reasonable opinion of the Project Manager;
 - b) the Consultant has failed to remedy any defective or faulty Work as directed by the Project Manager;
 - c) a claim of builder's lien has been made, or is a reasonable prospect, to any land upon which the Work is located;

Appendix B – Sample Consulting Agreement

- d) the Consultant has failed to make prompt payments as they become due to any Subcontractors or for Materials or labour or equipment;
 - e) the Owner has corrected deficiencies under Article 20.
- 26.2 Where the Consultant has failed to make prompt payment to Subcontractors or for materials or labour or equipment, the Owner may make payment, after fifteen (15) days written notice of same to the Consultant, to the Subcontractor or supplier directly, and may deduct the amount of such payments from amounts otherwise due to the Consultant from the Owner , or immediately proceed against the surety of the Consultant under any bonds, or cash security, or letters of credit provided by the Consultant.
- 26.3 If any person or persons shall file any claim of builders' lien against the lands comprising the Work site, or any portion thereof or interest therein, or on any improvements thereon, and such person or persons shall allege that it is entitled to a claim of builders' lien by reason of any default or neglect by the Consultant, or by any Subcontractor, material supplier or agent of the Consultant or by anyone claiming through or under any of the foregoing, then the Consultant shall be in default of a material and fundamental term under this Contract and if the Consultant fails to remove the lien within seven (7) calendar days of being notified to remove the lien by the Owner, the Consultant hereby irrevocably authorizes the Owner, without further investigation by the Owner, to take such steps as are reasonably required in the opinion of the Owner to remove or to discharge such lien, including payment into Court of the full amount of such claim of lien, together with security for costs related thereto, and the Owner may deduct from any sums owing the Consultant all costs and expenses thereby incurred by the Owner, including without limitation any account at actual cost for legal fees and disbursements incurred by the Owner. Alternatively and in addition to the foregoing, if the Consultant does not remove the lien or liens within the time period aforesaid after being requested to do so by the Owner, then the Owner may declare the Consultant in default under the Contract and either or both immediately proceed against the surety of the Consultant under any bonds or cash security or letters of credit provided by the Consultant or terminate the Contract for cause.
- 26.4 The Consultant shall indemnify and save the Owner harmless from and against the costs of any and all actions commenced against the Owner pursuant to the *Builders Lien Act* of British Columbia, or any successor legislation, including solicitor and client costs, and the Consultant shall indemnify and save the Owner harmless from and against the amounts of any declarations of lien. This provision shall not apply to liens filed by the Consultant if the Owner is in default in payments to the Consultant as required under this Contract.
- 26.5 Notwithstanding the provisions of Article 26.3 and Article 26.4, the Consultant shall promptly upon receipt of notice in writing from the Owner or the Project Manager remove any liens against the project or against any lands on which the Project is situated or work was performed. No payments whatsoever shall be due or owing to the Consultant so long as any liens remain registered against any of the foregoing. Failure to remove the liens promptly shall entitle the Owner to all damages suffered or incurred by the Owner associated with such liens.
- 26.6 Delay by the Owner making payment is not a breach of the Contract except as provided in Article 22.1(b), but subject to Article 20, if payment is not made when due, the Consultant is entitled to the amount overdue and the Owner shall, when making payment in the amount overdue, pay to the Consultant interest on the amount overdue, calculated for the period of the delay at the Royal Bank of Canada's annual prime commercial rate of interest then in effect for Canadian dollar demand commercial loans to its most credit worthy customers.
- 26.7 Without affecting any other right or remedy the Owner may have against the Consultant, the Owner may set off and deduct from amounts payable to the Consultant, an amount equivalent to any expense, loss or damage caused to the Owner by any breach of the Contract by the Consultant.

Appendix B – Sample Consulting Agreement

ARTICLE 27 INDEMNIFICATION

- 27.1 Notwithstanding the provision of insurance coverage by the District, The Consultant hereby agrees to indemnify and save harmless the District and their successor(s), assign(s) and authorized representative(s) (the “Indemnified Parties”) and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as “Claims”) that the District may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Contract, that arise out of errors, omissions or negligent acts of the Consultant or its Subcontractor(s), servant(s), agent(s) or employees(s) under this Contract, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the District, its other consultant(s), assign(s) and authorized representative(s) or any other persons.
- 27.2 The terms and conditions of the Article 27.1 shall survive notwithstanding the completion of all services and the obligations and duties under this Contract and the termination for any reason whatsoever of this Contract.

ARTICLE 28 COMPLETION CLEAN UP

- 28.1 The Consultant shall maintain the site in as clean a condition as possible to the satisfaction of the Owner’s consultant or the Owner during his work and shall remove from this and the surrounding properties any debris from his work on the completion of the job. Failure to do this will result in this cleaning and removal being instituted by the Owner and the cost deducted from the amount owing this Consultant.

ARTICLE 29 INSURANCE

- 29.1 Insurance to be provided by the Consultant as per the attached Schedule D – Insurance.

ARTICLE 30 PROPERTY OF THE OWNER

- 30.1 The Consultant is responsible for any loss of or damage to, excluding reasonable wear and tear, any property or any property adjacent to the Owner’s property of the Owner arising out of the performance of the Contract. The Consultant shall be responsible for the making good of such damage at his own expense. Reasonable wear and tear shall not be considered damage.
- 30.2 The Consultant shall contact the Project Manager within (24) twenty-four hours to report any damage to District Property or any property adjacent to the Owner’s property arising out of the performance of the Contract.

ARTICLE 31 BYLAWS AND PERMITS

- 31.1 The Consultant shall comply with all statutes, laws and regulations relating to, and obtain all permits and licenses required for, the Work, whether federal, provincial or municipal.

ARTICLE 32 ENVIRONMENTAL MATTERS

- 32.1 Without limiting the Consultant's other Contract obligations, the Consultant shall do everything reasonably necessary to ensure that the Work is performed so as to avoid and prevent any disturbance or damage to the environment.

ARTICLE 33 INDEPENDENT CONTRACTOR

- 33.1 This is a Contract for the performance of work and the Consultant is engaged under this Contract as an independent contractor for the sole purpose of performing the Work. Neither the Consultant nor any of its employees or Subcontractors are engaged by the Owner as an employee of the Owner. The Consultant is solely responsible for any and all remuneration and benefits payable

Appendix B – Sample Consulting Agreement

to its employees and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, unemployment insurance, workers' compensation, and income tax. This Contract does not create a joint venture or partnership.

ARTICLE 34 NOTICE

- 34.1 All notices under this Contract to the Owner, the Project Manager or the Consultant shall be in writing. The Consultant shall deliver to the Owner a copy of all notices delivered by the Consultant to the Project Manager.
- 34.2 Any notice given under the Contract shall be sufficient in all respects and considered as having been made if mailed in Canada or the United States by registered prepaid mail, actually delivered, or sent by fax to the recipient at either the addresses stated in the executed Contract or any substitute address of which the party sending the notice has had prior notice in writing as provided in the Contract. Any such notice shall be deemed to have been given at the time it is delivered by hand, or if mailed as aforesaid within four (4) Working Days after the date of mailing if mailed in Canada and six (6) Working Days after the date of mailing if mailed in the United States, or if sent by fax then on the date it is transmitted if transmitted prior to 4:30 p.m. local time at the place of receipt, otherwise on the morning of the following Working Day.
- 34.3 Any notice, direction or order provided under the Contract shall be deemed to have been given to the Consultant if delivered personally to the Consultant's Representative or Site supervisor.

ARTICLE 35 TIME

- 35.1 Time is of the essence for this Contract. In calculating time for the purposes of the Contract, the first day is to be excluded and the last day included.

ARTICLE 36 SUCCESSORS

- 36.1 The Contract binds the parties to it and their respective successors, heirs, executors, administrators and permitted assigns and Subcontractors.

ARTICLE 37 JOINT AND SEVERAL OBLIGATIONS

- 37.1 If the Consultant is a joint venture, each member of the joint venture and each member of the joint venture executing the Contract hereby represents and agrees that it shall, in respect to the Owner, be jointly and severally liable to the Owner to fulfill all obligations and liabilities of the Consultant to the same extent and for the same purposes as if that member had alone executed the Contract as the sole Consultant. The foregoing shall not limit any rights the joint venture member may subsequently have to claim contribution and indemnity under the terms of the joint venture agreement from other members of the joint venture.

ARTICLE 38 APPLICABLE LAW

- 33.1 The Owner and the Consultant agree that the Contract is to be interpreted in accordance with, and governed by, the law in force in British Columbia and the Consultant irrevocably submits to the exclusive jurisdiction of the courts of British Columbia.

ARTICLE 39 SEVERANCE

- 39.1 If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of this Agreement.

Appendix B – Sample Consulting Agreement

ARTICLE 40 APPROPRIATIONS

- 40.1 Payment under the Contract is subject to there being an appropriation for the Contract for the fiscal year in which any commitment under the Contract would come due in the ordinary course of performance of the Contract.

ARTICLE 41 MEMBERS OF THE DISTRICT OF KENT COUNCIL

- 41.1 No member of the District of Kent Council may be given or receive any share or part of this Contract or any benefit arising from it.

ARTICLE 42 WAIVER

- 42.1 An alleged waiver of any breach of the Contract is effective only if it is an express waiver in writing of the breach. A waiver of a breach of the Contract does not operate as a waiver of any other breach of the Contract.

ARTICLE 43 SAFETY PROGRAM

- 43.1 The Consultant shall develop, maintain, implement and supervise for the duration of the Contract, a comprehensive safety program that shall effectively incorporate and implement all safety precautions required by all applicable laws, ordinances, rules, regulations and orders and general operation practices for the safety of persons or property, including any general safety rules and regulations under the *Worker's Compensation Act* (British Columbia) the Workplace Hazardous Waste Materials Information System or other Occupational Health and Safety legislation or regulations that may be applicable.
- 43.2 The Consultant is deemed the "Prime Contractor" for the purposes of all applicable occupational health and safety laws, including the *Workers' Compensation Act* (British Columbia), and the Consultant is responsible for filing any documents necessary to comply with the *Workers' Compensation Act* (British Columbia), including, but not limited to, a Notice of Project, if applicable. The Consultant shall comply, and shall ensure that all Subcontractors and Other Contractors comply with all requirements with the *Workers' Compensation Act* (British Columbia) and any other occupational health and safety Laws, applicable to the Project, the Work or to the Work Site. The Prime Contractor shall compensate the District of any loss or damage, fines or penalties to the District arising out of any actions by the Consultant, or its Subcontractors, in the performance of the Work.
- 43.3 Prior to commencing the Work and as a condition of receiving payment, the Consultant shall provide the Owner with satisfactory written evidence of compliance by the Consultant with all requirements under the *Workers' Compensation Act* (British Columbia), including payments of assessments due under it to the Workers' Compensation Board. Without limiting the foregoing, the Owner's Representative may at any time require the Consultant to provide evidence of compliance with all requirements under the *Workers' Compensation Act* (British Columbia), or payment of assessments due under it to the Workers' Compensation Board, or both.
- 43.4 When required to do so by the Owner, the Consultant shall provide the Owner with evidence of its compliance of any or all its Subcontractors under 43.3.
- 43.5 The Consultant will have a safety program acceptable to the Workers Compensation Board and will ensure that all Workers Compensation Board Safety Rules and Regulations are observed during the performance of this Contract.
- 43.6 The Consultant will provide only professional personnel who have the qualifications, experience and capabilities to perform the Work.
- 43.7 The Prime Contractor must ensure that the health and safety activities of all employees, workers and supervisors at a multiple-employer workplace are coordinated. Further, the Prime Contractor

Appendix B – Sample Consulting Agreement

must do everything reasonable to ensure that employees, workers and supervisors comply with all regulations pertaining to health and safety.

- 43.8 Each employer at a multiple-employer workplace must supply the Prime Contractor the name of the person who has been designated to supervise the employer's workers.

ARTICLE 44 DUE CARE

- 44.1 Any damage to private property caused by the Consultant in the performance of the Work shall be repaired or replaced by the Consultant at the Consultant's expense. The Owner may withhold payment to the Consultant and use any holdbacks to pay for the repairs or replacement of the damaged property caused by the Consultant in the performance of the Work. The Owner shall in its sole opinion determine the percentage of fault of the Consultant.

ARTICLE 45 MATERIALS

- 45.1 All materials shall meet the specifications provided in the Contract Documents.

ARTICLE 46 CLIMATIC CONDITIONS

- 46.1 Provide protection at all times against weather so as to maintain work, materials, equipment and property free from injury or damage, and as necessary to ensure work is carried out expeditiously in accordance with agreed time schedule and Completion Date.

ARTICLE 47 PROCEDURE

- 47.1 All Work is to be carried out following the specifications provided in this Contract.

ARTICLE 48 ACCESS TO WORK

- 48.1 Access to the Site is to be confirmed by the Owner's Representative. Minimize disturbance of adjacent property.

ARTICLE 49 INSPECTION

- 49.1 Inspection to be carried out by the Owner. Cost of inspection service is to be paid directly by the Owner and is not to be included in the Contract Price.

ARTICLE 50 PAYMENT OF ACCOUNTS BY CONSULTANT

- 50.1 The Consultant shall promptly and satisfactorily settle and pay all accounts in connection with the Work and shall ensure that everyone employed by or through the Consultant similarly promptly and satisfactorily pays all account incurred by or through them in connection with the Work. If, after having received seven (7) working days written notice from the Owner to settle and pay any accounts incurred by the Consultant or any claims made against the Consultant, the Consultant fails or refuses to pay or settle the same, the Owner shall have the right, but will not be obligated, to pay such account and/or claims to the account of the Consultant and any receipt issued to the Owner with respect to such accounts and/or claims shall be conclusive evidence as to such payments and the amount thereof. Notwithstanding the foregoing, the Consultant shall not be required to pay any such account or claim if the Consultant has, in the opinion of the Owner, reasonable grounds for disputing same, in which case the Owner will have the right to pay or settle such accounts and/or claims in such manner as in the opinion of the Owner will not prejudice the Consultant's right to dispute same.

Appendix B – Sample Consulting Agreement

ARTICLE 51 WORKSAFEBC CLEARANCE CERTIFICATE

51.1 A copy of a current clearance certificate from WorksafeBC certifying that you are registered with WorksafeBC and are not in arrears in any payments or assessments required to be submitted to WorksafeBC shall be submitted to the Owner prior to the start of the Work.

ARTICLE 52 BUSINESS LICENSE

52.1 The Consultant must show proof that they hold a valid District of Kent or Inter-Municipal business license before the Work can begin. The business license must be in effect for the duration of the Contract.

ARTICLE 53 REPORTING AND RECORDS

53.1 The Consultant shall at its expense keep and maintain records and accounts in connection with the performance of the Work. Upon request, the Consultant shall provide to the Project Manager an accurate written allocation of the total paid to date, for performance of the Work, to the various elements of the Work completed.

- a) must keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which must at all reasonable times be open to audit and inspection by the District, which may make copies and take extracts from the accounts and records;
- b) must keep reasonably detailed records of performance of the Services by the Consultant, which must at all reasonable times be open to inspection by the District, which may make copies and take extracts from the records;
- c) must afford facilities and access to accounts and records for audit and inspection by the District and must furnish the District with such information as the District may from time to time require regarding those documents; and
- d) must preserve, and keep available for audit and inspection, all records related to this Project for at least two (2) years after completion of the Services or termination of this Agreement, whichever applies.

If the District terminates all or part of the Services under this Agreement, the Consultant must immediately deliver to the District, without request, all Project-related documents in the Consultant's possession or under its control, including all copies of Drawings, Environmental Reports, Geotechnical Reports, and other District's consultant's reports and work product, drawings, specifications and Contract Documents.

ARTICLE 54 CONFLICT OF INTEREST

54.1 The Consultant must not perform, for gain, any services for any person other than the District, or have an interest in any contract other than this Agreement, if the District determines, acting reasonably, that performance of the services, or the Consultant's interest in the contract, creates a conflict of interest between the obligations of the Consultant to the District under this Agreement and the obligations of the Consultant to the other person or between the obligations of the Consultant to the District under this Agreement and the Consultant's pecuniary interest.

ARTICLE 55 ALTERNATIVE RIGHTS AND REMEDIES

55.1 Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the

Appendix B – Sample Consulting Agreement

right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

ARTICLE 56 MEDIATION

56.1 If either party disagrees with the other party's interpretation of this Agreement, or considers that the other party is in breach of this Agreement, the first party may give notice of dispute to the other party. Within ten (10) days after a notice of dispute is given, the parties must attempt, acting reasonably, to resolve the dispute to their mutual satisfaction. If the parties cannot resolve the dispute within the ten (10) days, either party may give notice requiring that the dispute be referred for mediation, which mediation process must be completed within thirty (30) days after the notice of mediation is given, by a single mediator acceptable to both parties, and the costs of any arbitration must be borne equally by the parties.

ARTICLE 57 ENTIRE AGREEMENT

57.1 This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

ARTICLE 58 GENERAL RELEASE AND WAIVER OF LIENS

58.1 The Consultant shall provide a general release of all claims in the form attached as Appendix "C" to the Contract Document within thirty (30) days after the expiration of the Term.

ARTICLE 59 GLOSSARY

59.1 Wherever used in the Contract, the following terms shall have the following meanings:

- a) "**as indicated**" means as indicated in the Specifications which are part of this Contract.
- b) "**as specified**" means collectively all terms, requirements, stipulations and other provisions described for the respective equipment, material or method in this Contract.
- c) "**Authorized**", "**directed**", "**required**", "**reviewed**", "**requested**", "**approved**", "**ordered**", "**instructed**", "**sanctioned**", "**alternate**", "**inspected**", "**submitted**", "**satisfactory**", "**equivalent**" and similar words, unless some other meaning is obvious from the context, mean respectively authorized, directed, required reviewed, requested, approved, ordered instructed, inspected or sanctioned by, or submitted or satisfactory to, the Owner.
- d) "**Authority having jurisdiction**", "**Authorities having jurisdiction**" and similar terms mean any and all federal, provincial, regional, municipal and other bodies, boards or authorities having jurisdiction over all aspects of the performance of the Work, including without limitation licensing, regulation, permits, certificates, occupational health and safety, workers' compensation, environment, pollution, traffic noise, employment Standards, hours of work and conditions of work.
- e) "**Change**" means an addition, substitution, deletion, variation, cancellation or omission of part or all of the Work required to be performed or supplied under this Contract.
- f) "**Change Order**" and "**Work Change**" are used interchangeably and mean a Change to the Agreement authorized in writing by the Project Manager.
- g) "**District**" means the District of Kent, and its elected and appointed officials, officers, agents and employees.

Appendix B – Sample Consulting Agreement

- h) "**Completion**" means the date on which any part of, and all of, the Work comprised in the Project, as appropriate, reaches total completion as certified in writing by the Project architect, engineer or other professional responsible for doing so.
- i) "**Consulting Agreement**", "**Contract**", "**Agreement**" and "**Contract Documents**" are used interchangeably and mean this executed Agreement entered into between the Owner and the Consultant for the performance of the Work.
- j) "**Contract Price**" means the price to be paid by the Owner in exchange for the Work to be performed by the Consultant in accordance to this Contract.
- k) "**Contract Time**" means the time specified in this Agreement for Total Performance of the Work.
- l) "**Consultant**" means the person, firm or corporation identified as such in this executed Contract.
- m) "**Consultant's Representative**" means the representative of the Consultant designated as such by the Consultant in writing to the Owner and who shall have authority to act on behalf of the Consultant during the execution of the Work. In the absence of a designation by the Consultant, the Consultant's Representative shall be the representative of the Consultant on Site and apparently in charge of the Work on behalf of the Consultant.
- n) "**Day**" and "**day**" means Work Day, except when expressed as a "calendar day".
- o) "**Drawings**" means any plans or drawings for the purposes of the Project.
- p) "**Environmental Report**" means any report regarding environmental impacts or other environmental aspects of the Project
- q) "**Extra Work**" means a Change for which a duly authorized Change Order has been issued. A Change for which a Change Order has not been issued shall not constitute or be construed as Extra Work.
- r) "**Geotechnical Report**" means any report regarding geotechnical aspects of the Project, including soil and subsurface conditions at or affecting the Project site
- s) "**GST**" and "**G.S.T.**" means the Goods and Services Tax.
- t) "**Material**" means any technical information, intellectual property, reports, work data, design drawings, plans, sketches, graphic representations, specifications or inventions that are conceived, developed, created or compiled in performing the Services
- u) "**Month**" means a calendar month
- v) "**Notice of Award**" means the written notice or letter from the Owner to the Consultant notifying the Consultant that it has been awarded the Contract for the Work. The Notice of Award may be issued subject to conditions, in which case the Consultant shall comply with such conditions. If all or part of the Work cannot proceed until after one or more of the conditions have been met or satisfied, the Consultant shall not proceed with that part of the Work until after it has received a written Notice to Proceed from the Owner.
- w) "**Notice to Proceed**" means the written notice or letter from the Owner to the Consultant notifying the Consultant that one or more conditions specified in the Notice of Award have been satisfied or met, or waived by the Owner, and immediately upon receipt of the Notice of Proceed, or within such period of time as specified in the Notice to Proceed, the Consultant shall commence the performance of the whole of the Work or that part of the Work specified in the Notice to Proceed.
- x) "**Other Contractor**" means a person, firm or corporation employed by or having a separate contract directly or indirectly with the Owner for work other than that required by the Contract.

Appendix B – Sample Consulting Agreement

- y) "**Owner**", "**client**", "**Client**", "**Kent**" and "**District**" shall, unless the context otherwise requires, be interpreted as synonymous and mean the District of Kent.
- z) "**Professionals**" means any individual identified by name in the Proposal, or, if no individuals are identified there, any individuals employed or otherwise engaged by the Consultant to perform the Services with the prior consent of the District
- aa) "**PST**" and "**P.S.T**" means the Provincial Sales Tax.
- bb) "**Project**" means the total Work or Service contemplated by the Owner, of which the Work may be the whole or a part.
- cc) "**Project Manager**" and "**District's Representative**" means the person designated as such by the Owner but whose authority shall be limited to that authority expressed in this Contract.
- dd) "**Proposal**" means the Consultant's written proposal to the District for performance of the Services.
- ee) "**Proposal Call**" means the terms of reference or proposal call for the Services issued by the District.
- ff) "**Schedule**", when referred to an appendix, Schedule or similar attachment included in the Contract, or specifically incorporated by reference therein, means the Schedule identified as such in the Contract.
- gg) "**Services**" and "**Work**" are used interchangeably and mean the carrying out and performance of all things, whether of a temporary or permanent nature, that are required to be done by the Consultant pursuant to the terms and provisions of this Agreement and, without limiting the generality of the foregoing, includes the furnishing and transport of all labour, materials and equipment necessary or incidental to the performance of this Contract, excepting only those materials specifically identified in this Agreement to be supplied by the Owner.
- hh) "**Site**", "**jobsite**", "**worksite**", and similar expressions mean the places where the Work is being performed and the immediate vicinity thereof.
- ii) "**Specifications**" means those specifications specifically identified in and forming part of this Contract, as supplemented or added to by the Owner during the performance of the Work
- jj) "**Subcontractor**" means any person, firm or corporation assigned to or employed by, the Consultant to perform the Work or any part thereof, and includes any employee, agent, representative or Subcontractor of the Subcontractor, and any person, firm or corporation who directly for the Consultant or for any Subcontractor furnishes materials or services.
- kk) "**Substantial Completion**" and "**Substantially Completed**" mean the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended.
- ll) "**Term**" shall be the duration of the Agreement which shall begin on the date stated in the Notice to Proceed or if the Notice to Proceed does not contain a specific start date then the start date shall be the day the Notice to Proceed is received by the Consultant. The Contract shall end sixty (60) days after final completion.
- mm) "**Total Performance of the Work**" means when the entire Work has been performed to the requirements of this Agreement and is so certified by the Owner.
- nn) "**Work Day**" and "**Working Day**" mean days other than Saturdays, Sundays and holidays which are observed by the District of Kent.

AGREEMENT – SCHEDULE A

Terms of Reference

AGREEMENT – SCHEDULE B

Proposal

AGREEMENT – SCHEDULE C

Prime Contractor

SCHEDULE C – PRIME CONTRACTOR
Applicable if any on-site field work is required.

- 1.0 The successful Consultant will be designated as the “Prime Contractor” as per WorksafeBC Regulations, and will be required to:
- a) submit a “Safety Plan” to the Project Manager prior to the start of the Work,
 - b) post signage at the job site stating that they are the “Prime Contractor”, and
 - c) have a qualified Safety Coordinator assigned to the Work.

AGREEMENT – SCHEDULE D

Insurance

SCHEDULE D - INSURANCE

- 1.1. The successful Consultant shall maintain and keep in force until termination of this Agreement a Commercial General Liability Insurance providing third party bodily injury and property damage coverage in an amount of not less than **\$5,000,000** per occurrence, indicating that the District of Kent as an additional insured and containing a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured. The maximum deductible shall be not more than \$10,000.00, and the policy is to include the following:
- a) Premises & Operations
 - b) Products & Completed Operations
 - c) Blanket Contractual
 - d) Contingent Employers Liability
 - e) Personal & Advertising Liability
 - f) Consultant's Equipment (Owned & Non-owned)
 - g) Other extensions which may be required now or at a later date during the Term of the Contract.
- 1.2 The District of Kent shall be added as an Additional Insured which shall include their employees and officers with the exception of Section 1.6.
- 1.3 The Policy shall contain a clause providing that the District will receive thirty (30) days written notice of cancellation or of any material change in coverage which will reduce the extent of coverage provided to the District of Kent. The certificate will also indicate that the policy contains non-owned automobile liability and contractual liability coverage. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the District.
- 1.4 The Consultant shall, before occupying the premises or conducting business of any kind on the premises, submit to the District certificates of insurance as required by this section and shall provide the District, from time to time, if and when required by the District, satisfactory proof by the District that all such insurance is still in full force and effect and that all premiums have been paid.
- 1.5 The Consultant shall not do or permit anything to be done which would render any insurance void or voidable or which would cause an increase in the insurance premiums. If the Consultant fails to keep and maintain the required insurance, the District may in its sole discretion may keep and maintain the insurance and the cost to the District for doing so shall be a debt due and owing by the Consultant to the District. The District may terminate the Agreement by notice given to the Consultant if the Consultant fails to deliver any required certificates of insurance or any proof that insurance is still in full force and effect as required by this section.
- 1.6 The Consultant shall maintain and keep in force until the end of the Term automobile liability insurance on all owned, rented or leased vehicles in an amount of not less than **\$5,000,000**.
- 1.7 Professional liability (errors and omissions) insurance coverage shall be obtained to a limit of **\$2,000,000** on a claims-made basis. Such coverage shall be maintained for a period of two (2) years subsequent to conclusion of services provided under this Agreement.

Appendix C – General Release and Waiver of Liens

DISTRICT OF KENT

GENERAL RELEASE AND WAIVER OF LIENS

In the Matter of the Agreement made as of *(Insert Date)* (the “Agreement”) for the *(Insert Project Name)* (the “Project”) between:

District of Kent
7170 Cheam Avenue
Kent, BC V2P 8A4

(the “District”)

and

(Insert Company Legal Name & Address)

(the “Consultant”)

As a condition precedent to obtaining Total Performance of the Work, as defined in the Agreement, and for and in consideration of the payment of *(Insert Amount)* plus applicable taxes (“Final Payment”) to the Consultant by the District, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Consultant, the Consultant covenants, represents, warrants and agrees as follows:

1. The Consultant has properly and completely performed all of the Work, as defined in the Agreement, including but not limited to providing all of the work, services and materials required to be provided and performed by the Agreement.
2. Everyone contracting with or through the Consultant, including without limitation all Subconsultants and everyone contracting with or through the Consultant has been paid in full for all work, services and materials provided in connection with the performance of the Agreement.
3. There are no outstanding liens or claims by the Consultant or by anyone employed or engaged by or through the Consultant in connection with the performance of the Agreement. Further, no one has any right to file or enforce or claim a lien on account of work or services performed or materials supplied under or pursuant to the Agreement.
4. All claims and demands of the Consultant for Extra Work and Changes, as defined in the Agreement, or in connection with the Agreement in any way, have been presented in writing to the District and resolved to the satisfaction of the Consultant.
5. Except for the Consultant’s claim for the Final Payment as defined herein, the Consultant hereby agrees to release and forever discharge, and by these presents does for itself, its successors and assigns, remise, release and forever discharge the District, the District’s Representative and their respective officers, directors, employees, servants, agents, consultants, successors and assigns, and each of them, of and from any and all liabilities, causes of action, claims, proceedings, demands, suits, debts, duties, damages, interest and costs of any nature or kind whatsoever or wheresoever, whether at law or at equity and whether known or unknown, suspected or unsuspected, which the Consultant, its successors and assigns have or hereafter can, shall or may have, relating to or arising out of the Agreement, the Project, the subject matter of the Agreement and the Project, and all facts and circumstances related thereto.
6. This Release and Waiver of Lien has been executed voluntarily by the Consultant after receiving independent legal advice.
7. All provisions of this Release are contractual and not merely recitals.

Appendix C – General Release and Waiver of Liens

8. This Release is governed by the laws of the Province of British Columbia, and the parties agree to submit and attorn to the exclusive jurisdiction of any competent Court in British Columbia any dispute which involves or may involve the interpretation of this Release.

IN WITNESS WHEREOF the Consultant has executed this Release and Waiver of Lien as of the _____ day of _____, ____ by its duly authorized officers.

The Corporate Seal of _____)
(Insert Company Name))

was hereunto affixed in the presence of:) (C/S)

_____)
Authorized Signatory (Consultant))

_____)
Authorized Signatory (District Witness))

* If you do not have a corporate seal, simply write the word **“Seal”** beside your signature.

Appendix D – Copyright License Agreement

DISTRICT OF KENT

COPYRIGHT LICENSE AGREEMENT

1. The Consultant shall retain the copyright in any plans, reports, sketches, design drawings, graphic representations, specifications or other works that are provided by the Consultant to the District under this Agreement (the “Tree Master Plan”).
2. The Consultant shall grant an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, with the right to sublicense, to use, reproduce, distribute, modify, adapt, change formats, prepare summaries, display, make improvements to and translate the Tree Master Plan, which license includes a complete waiver of all non-assignable rights, including moral rights, that may exist.
3. The Consultant waives absolutely and irrevocably all moral rights that it has, or may acquire, in the Drawings or in any buildings, structures, or other works produced by the District, or authorized or required by the District to be produced, from the Drawings.
4. The Consultant covenants and warrants that it is the sole owner of all copyright and moral rights in or to the Drawings and that no license or permission to use the Drawings has been granted to any person other than the District.
5. The Consultant shall not transfer its copyright in or to the Drawings or grant any license or permission to use the Drawings, or any copies thereof, to any person other than the District, without the District’s prior written permission.
6. The Consultant shall indemnify and save harmless the District from any loss, damages, liabilities, costs and expenses suffered by the District directly or indirectly as a result of a breach of any covenant or warranty contained in paragraphs 1 through 5.

Project Name: _____
Insert Project name

Company Name

Date

Signature of Company Representative

Signature of District of Kent Representative