



**REQUEST FOR PROPOSAL PACKAGE  
DISTRICT OF SPARWOOD  
BUILDING OFFICIAL**

**CLOSING DATE: June 27, 2013 AT 3:00 PM**

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**Introduction:**

The District of Sparwood is requesting proposals from qualified individuals or entities for the delivery of building inspection services by contract, in the District of Sparwood.

**Services:**

The successful contractor must have a thorough knowledge of the BC Building Code, a solid understanding of construction methods and materials and will be required to have as a minimum, level 1 certification from the Building Officials Association of BC. Excellent communication skills, computer literacy, a valid BC Driver's Licence are also required. The contractor will be responsible for ensuring development is compliant with relevant legislation, performing plan checks, issuing permits and doing progress inspections. A minimum of three years experience in building inspection is preferred.

The contractor will be required to:

Supply a vehicle for the performance of the duties referenced herein;

The contractor may, with agreement in advance, identify three weeks in each 12 month period of the contract during which the delivery of services set out in the contract will not be delivered.

Operate under a registered company, registered in the Province of BC., or in the alternative, a sole proprietorship or partnership, for entering into the Contract with the District.

**PROPOSAL MUST INCLUDE:**

1. Price for the provision of a minimum of 105 hours per month coverage;
2. An hourly rate for additional coverage, over and above the 105 hours per month base contract;
3. A description of the vehicle to be used for the performance of duties;
4. Statements that outline the approach to the delivery of the services as outlined herein.
5. The preferred term of contract, which must be a minimum of 2 years and up to 5 years.

**DRAFT CONTRACT:**

A draft contract, intended for discussion purposes, is attached. The District reserves the right to enter into negotiations with the successful applicant. The agreement will allow for either party to cancel the contract on sixty (60) days written notice, in advance.

**DRAFT**

**THIS AGREEMENT** made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ A.D., (year)

BETWEEN: **THE DISTRICT OF SPARWOOD**

136 Spruce Avenue  
P.O. Box 520  
Sparwood, British Columbia  
VOB 2G0

(hereinafter referred to as the "**District**")  
OF THE FIRST PART

AND:

\_\_\_\_\_

(hereinafter referred to as "**the Contractor**")  
OF THE SECOND PART

**WHEREAS** the **District** by the Building Bylaw 1012, 2009, regulates the construction, alteration, repair or demolition of buildings and structures in the District;

**WHEREAS** the **District** desires to have an independent contractor appointed as a Building Official for the **District**; and

**WHEREAS** the **Contractor** desires to undertake the said work as an independent contractor;

**THEREFORE** in consideration of the terms, covenants, conditions, consideration, warranties, representations and payments hereinunder set forth, the parties hereto agree as follows:

1. The term of this agreement shall be from the (day) day of (month), (year) to the (day) day of (month), (year);
2. The **District** has by resolution of Council, appointed **the Contractor** as Building Official for the District.
3. The **District** shall pay to **the Contractor** for the term set out in paragraph 1. above, as follows, for the provision of building inspection and related duties:
  - a. the sum of \$\_\_\_\_\_ per month, on the last business day of each month, commencing with the last business day of \_\_\_\_\_, \_\_\_\_\_, to and including the last day of \_\_\_\_\_, \_\_\_\_\_.
  - b. the sum of \$(amount) per month, on the last business day of each month, commencing with the last business day of \_\_\_\_\_, \_\_\_\_\_, to and including the last day of \_\_\_\_\_, \_\_\_\_\_.
4. In addition to the payment aforesaid, the **District** shall allow **the Contractor** reasonable and necessary use of all District owned buildings, records, services and equipment

(subject always to reasonable priorities of the **District** as determined from time to time by the Chief Administrative Officer of the **District**) including, but not limited to, recordkeeping material, required clerical services, required reasonable and necessary office space, supplies and proper personal identification.

5. Upon termination of this contract for any reason **the Contractor** agrees to return the aforesaid and any other **District** owned equipment and to give such up to the **District** in proper working order. **The Contractor** hereby agrees to indemnify the **District** for any loss of or damage to such equipment, save and excepting reasonable wear and tear.
6. All records, notes and files that may be produced, kept stored or filed by **the Contractor** arising out of the conduct of his/her duties as set out in this agreement shall at all times be the property of the **District** and **the Contractor** shall allow the Chief Administrative Officer of the **District** or designate full access to such records, notes or files.
7. For the performance of the duties hereunder, **the Contractor** shall provide a vehicle which will be maintained in good working order and acceptable appearance to the **District** and include gasoline, oil, tires, vehicle servicing; and automobile insurance all at **the Contractor's** expense.
8. **The Contractor** warrants and represents that during the term of this agreement to be properly dressed and maintain a personal appearance acceptable to the Chief Administrative Officer of the **District**; will effectively and efficiently do all things reasonably necessary to administer the regulatory bylaws of the **District** as specified and other bylaws so authorized **The Contractor** agrees that prior to entering this Agreement has considered such duties and is fully aware of the nature and extent of the work required as Building Official.
9. The **Contractor** shall supply evidence of Workers Compensation Board coverage to the District prior to commencement of the work pursuant to this agreement, and shall ensure that such coverage remains in effect during the term of this contract.
10. The parties acknowledge and agree, that the **Contractor** may provide services to other parties, similar to the services to be provided by the **Contractor** to the District pursuant to this agreement, the intention of the parties being that the **Contractor** will not exclusively provide such services to the District.
11. **The Contractor** shall be under the nominal direction of the Manager of Planning, or designate on a day-to-day basis when carrying out his duties as Building Official.
12. **The Contractor** shall abide by all Federal and Provincial statutes and regulations and Municipal bylaws and in particular, but not limited to the Local Government Act and the Community Charter.
13. **The Contractor** agrees to devote an average of 105 hours per month to the duties contemplated by this agreement, which shall be delivered on a weekly basis. The Contractor may, with agreement of the District, designate three weeks in a twelve month period during which he or she will not be available to perform the duties identified herein.

14. **The Contractor** agrees that he or she will, during the term hereof carry out and perform all the duties and functions set out herein and further, will be available to the District to provide other services, such as project management or other agreed upon services, either within the hours herein contemplated, or for the additional charge of \$(amount) per hour, as may be agreed between the parties.
15. **The Contractor** agrees to carry out the work herein described in a proper and professional manner and obtain annually a District of Sparwood business license.
16. **The Contractor** hereby agrees to indemnify and save the **District** harmless from all actions and causes of action arising from his performance of the terms of this agreement of his negligence or the negligence of any employee, agent, servant, supplier or contractor of **the Contractor** in connection with his performance of this agreement. Further, **the Contractor** agrees to file with the **District** a certified copy of current general liability insurance policy from a licensed insurance company or companies in the amount of **TWO MILLION DOLLARS** (\$2,000,000). Such policy of insurance shall name the **District** as an additional party insured under the policy and shall be effective and maintained in force throughout the term of this agreement.
17. The Company acknowledges that while performing this contract, the Company may have access to or view information, electronic or otherwise, or documents, of a confidential nature the Company acknowledges and agrees that it and its employees shall keep any such information in strictest confidence, and shall not discuss, disseminate, publish or in any other manner disclose such information to any person, firm or corporation, unless required by a Court of competent jurisdiction to do so. The Company acknowledges and agrees that disclosure of such information in any manner shall constitute a fundamental breach of this agreement by the Company entitling the District to immediately terminate this agreement. Notwithstanding any such termination, the Company acknowledges and agrees that the Company shall be liable for any damage caused by any such disclosure, and in addition, acknowledges and agrees that the District, in addition to any other remedy, shall be entitled to an injunction to restrain any further disclosure or dissemination of such information.
18. **The Contractor** shall pay all Canada Pension Plan contributions and Employment Insurance premiums or other amounts for which he may be or become liable.

19. In the event that **the Contractor** is notified of termination of this contract and he or she is notified that another contractor has entered into an agreement for provision of services to the **District** of Sparwood similar to the services provided in this contract, **The Contractor** agrees that during the last fourteen (14) days of the term of this contract, he or she will do all things necessary and reasonable to ensure that the other contractor is properly familiarized with the practices and procedures relating to building inspection services for the **District** of Sparwood as may be contemplated by any such new contract and as may be known to **The Contractor** in fulfilling the terms of this contract.
20. The Parties hereto agree that either Party may terminate this agreement at any time by giving sixty (60) days notice in writing to the other, without cause and in such event, all the respective obligations of the Parties hereto shall be deemed to be fully ended and complete upon expiration of the sixty (60) day notice excepting the respective rights and obligations of the Parties pursuant to paragraphs 17 and 18.
21. The parties acknowledge and agree that the **Contractor** is an independent contractor, and that:
- a. This agreement is not an employment agreement but a contract for provisions of services;
  - b. The **Contractor** is not by virtue of this Agreement or performance of this agreement employed by the District;
  - c. The **Contractor** shall hold a valid District of Sparwood Business Licence.
22. The Parties hereto agree that either Party may terminate this agreement immediately upon breach of any term, covenant, conditions or provision of this agreement by either Party by giving notice in writing of such breach and termination and in such event, all respective obligations of the Parties hereto shall be deemed to be fully ended and complete.
23. Any notice required to be delivered pursuant to the term hereof shall be deemed to have been given if delivered by hand or mailed to the following addresses:

**District of Sparwood**

(Attention: Chief Administrative Officer)  
P.O. Box 520  
136 Spruce Avenue  
Sparwood, B. C. V0B 2G0

**The Contractor**

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Any such notice, if mailed, shall be deemed to have been received THREE (3) DAYS from the date of such notice.

24. Any dispute of the terms of the Agreement shall be referred to a single arbitrator appointed under the provisions of the Commercial Arbitration Act, R.S.B.C., 1996, Chapter 55, as amended, whose decision shall be final and binding. It is the intention of the Parties that

arbitration of any such dispute shall proceed as expeditiously as possible and **The Contractor** agrees that he or she will not withdraw his/her services pending resolution of any matter to be arbitrated.

25. This Agreement shall be construed in accordance with the laws of the Province of British Columbia.

26. **The Contractor** warrants and represents that he or she has the right capacity and authority to carry on business in the Province of British Columbia for the purposes of this Agreement and has in place and has in effect liability insurance as herein provided.

27. The Agreement constitutes the whole agreement between the parties hereto. Any additions or modifications to this agreement shall be made in writing, signed by an authorized representative of each of the parties and approved by resolution of the Council of the District.

Dated at the District of Sparwood in the Province of British Columbia, the day and year first above written.

DISTRICT OF SPARWOOD, per:

\_\_\_\_\_  
Terry Melcer, Chief Administrative Officer

\_\_\_\_\_  
Lois Halko, Mayor

**WITNESS TO THE SIGNATURE OF THE CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
The Contractor