



**Village of Pemberton  
Contract Cleaning (Janitorial) Services – Pemberton  
and District Community Centre and Youth / Seniors  
Centre**

**Issue Date: Wednesday, October 30, 2019**

**Closing Date: Wednesday, November 27, 2019 @ 2:00 p.m.PST**

Delivery Address for Proposals:

PO Box 104, 7390 Cottonwood Street  
Pemberton, BC V0N 2L0  
Phone: 604.894.2340  
Fax: 604.894.2320  
[www.pemberton.ca](http://www.pemberton.ca)

## Table of Contents

EXECUTIVE SUMMARY	3
1. INTRODUCTION	3
2. INSTRUCTIONS, TERMS AND CONDITIONS	3
3. PROJECT OVERVIEW AND OBJECTIVES	5
4. PROPOSAL REQUIREMENTS	6
5. EVALUATION AND AWARD	7
6. AUTHORIZED REPRESENTATIVES	8
7. CONTRACT	8
8. INSURANCE	9
9. INDEMNIFICATION	9
APPENDIX A - Proponent Commitment	10
APPENDIX B - Scope of Work Pemberton & District Community Centre	11
APPENDIX C - Scope of Work Youth / Seniors Centre	13
APPENDIX D – Contractor Services Agreement	14

## EXECUTIVE SUMMARY

The Village of Pemberton (VOP) is located 35 kms north of Whistler in the Pemberton Valley, and is part of the Sea to Sky corridor. Pemberton is one of the most desirable communities in BC and home to family farms, adventurous outdoor activities and stunning vistas. With over 2400 residents and just 30 km from Whistler, Pemberton prides itself on its creative and collaborative approach with the business community, local volunteer groups, neighbouring communities and key business and tourism partners, such as Tourism Pemberton and the Pemberton & District Chamber of Commerce. Pemberton's mild winters, warm summers and unique adventure culture provide an ideal place to enjoy arts, history, recreation, dining, shopping and comfortable lodging.

### 1. INTRODUCTION

The Village of Pemberton (Village) is requesting proposals from qualified individuals or companies for the supply of cleaning (janitorial) services to the Village for two specific facilities in accordance with the requirements set out herein.

Questions regarding this Request for Proposal, submission requirements, timing or similar contractual matters should be directed to:

Angela Belsham, Recreation Services Manager  
Telephone: 604.894.2340  
Email: [abelsham@pemberton.ca](mailto:abelsham@pemberton.ca)

If the Proposal file is larger than 10 MB, please provide a hyperlink in the email to download the file from an online file host, such Dropbox, FTP, or your own system. Proposals received after the closing time will not be considered.

### 2. INSTRUCTIONS, TERMS AND CONDITIONS

The following terms and conditions will apply to this Request for Proposal. Submission of a Proposal indicates acceptance of all the terms that follow, and that are included in any addenda issued by the Village. Provisions submitted in Proposals that contradict any of the terms of this Request for Proposal will be as if not written and do not exist.

**2.1** Definitions: "Village", or "the Village", shall mean the Municipality of the Village of Pemberton. "Proponent" shall mean the entity submitting a proposal. "Contractor" or "Consultant" shall mean the successful Proponent.

**2.2** Sealed Proposals must be submitted in an envelope clearly marked:  
**"CONFIDENTIAL RFP (Contract Cleaning (Janitorial) Services – Pemberton & District Community Centre and Youth / Seniors Centre)"**  
Village of Pemberton, Box 104, 7390 Cottonwood Street, Pemberton BC, V0N 2L0  
**And must be received by: Wednesday, November 27, 2019 @ 2:00 pm**

- 2.3** Proposals must be executed by an authorized signatory of the Proponent utilizing the Proponent Commitment contained in Appendix “A” of this Request for Proposal.
- 2.4** All Proposals and subsequent information or material received shall become the property of the Village of Pemberton and will not be returned. The Proposals will be held in confidence by the Village subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 2.5** Proposals may be withdrawn, by written request only to the Chief Administrative Officer (CAO), at any time prior to the scheduled closing time.
- 2.6** Proposals remain valid, and may not be withdrawn, for a period of sixty (60) days following the date for submission of the Proposals.
- 2.7** Prior to the date for submission of Proposals, Proponents should not contact any other representative of the Village regarding this Request for Proposal, other than the representatives identified in Section 1.2, without that representative’s permission. Unauthorized contact with any Village representatives, including members of Village Council, may be cause for the rejection of the proponent’s proposal.
- 2.8** Proponents are cautioned to carefully read and follow the Instructions, Terms and Conditions required by this Request for Proposal, as any deviation, omission, as well as any inaccuracies or misstatements may be cause for rejection. However, the Village reserves the right, at its sole discretion, to waive minor irregularities and defects in a proposal, and proceed with that Proponent.
- 2.9** Submission of a Proposal by a Proponent and its subsequent receipt by the Village does not represent a commitment on the part of the Village to proceed further with any Proponent or project. The Village is under no obligation to award a contract as a result of this Request for Proposal and reserves the right to terminate this Request for Proposal process at any time.
- 2.10** Except as expressly and specifically permitted in these Instructions, Terms and Conditions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Request For Proposal and by submitting a proposal each proponent shall be deemed to have agreed it has no claim.
- 2.11** The Village and its representatives, agents, consultants and advisors will not be liable to any proponent, or any firm, corporation or individual member of a proponent, for claims, whether for costs, expenses, loss or damages, or loss of anticipated profits, or any matter whatsoever, suffered or incurred by the proponent, or any firm, corporation, or individual member of a proponent, in preparing and submitting a proposal, or participating in the Request for Proposal process or negotiations for the agreement, or any activity related to or arising out of this Request for Proposal.

- 2.12** This Request for Proposal and the successful proponent's response may form part of any contract entered into.
- 2.13** Any information acquired about the Village by a Proponent during this process must not be disclosed unless authorized by the Village, and this obligation will survive the termination of the Request for Proposal process.
- 2.14** The Proponent, including all firms, corporations or individual members of a Proponent, will promptly disclose to the Village any potential conflict of interest and existing business relationships they may have with the Village or evaluation committee. The Village reserves the right to disqualify any Proponent that, in its opinion, has a conflict of interest, whether such conflict exists now or is likely to arise in the future.
- 2.15** Pricing will be firm for the contract period, unless this Request for Proposal states otherwise. All prices quoted are to be in Canadian funds exclusive of any applicable taxes.
- 2.16** All amendments or further information will be published on the Village of Pemberton website at [www.pemberton.ca](http://www.pemberton.ca). It is the responsibility of the Proponent to monitor this website to check for updates. Any dispute arising from this Request for Proposal, or subsequent agreement, will be resolved according to the laws of the Province of British Columbia.
- 2.17** After the date for submission of Proposals, a Proponent may make a change to the make-up of the Proponent's team membership only with express written approval of the Village. The Village may refuse to permit changes of members who in the judgment of the Village have qualifications that were unique and essential to the Proponent.

### **3 PROJECT OVERVIEW AND OBJECTIVES**

The Village invites you to submit proposals for providing cleaning (janitorial) services for the following facilities: Pemberton & District Community Centre and the Youth / Seniors Centre. For clarity, proponents must submit proposals for both facilities. It is the intention of the Village to enter into one contract for the Pemberton & District Community Centre and Youth / Seniors Centre.

The contract associated with each facility is for a one-year term commencing on April 1, 2020 and ending on March 31, 2021.

At the sole discretion of the Village, the term may be renewed for up to two (2) additional one (2) year terms on the same terms except for an adjustment to the contract price that is equal to the same percentage as the Consumer Price Index published by Statistics Canada by the Province of British Columbia for the period January to December of the previous year.

Subcontracting of services is not allowed.

Cleaning (janitorial) specifications and conditions for the Pemberton & District Community Centre is attached as Appendix “B” to this Request for Proposals.

Cleaning (janitorial) specifications and conditions for the Youth / Seniors Centre is attached as Appendix “C” to this Request for Proposals.

## 4 PROPOSAL REQUIREMENTS

### Proposal Format

The following format, sequence, and instructions should be followed in order to provide consistency in proponent responses and ensure each proposal receives full consideration. All proposals must adhere to the requirements:

- a) Proposal must be received at the Closing Location before the specified Closing Time;
- b) Proposal must be in English;
- c) Proposals must include:
  - Bonding insurance coverage (please provide certificate of insurance);
  - \$5 million comprehensive general liability coverage (please provide certificate of insurance);
  - WorkSafeBC coverage in place for all of its employees/owners/partners (i.e. anyone engaged in carrying out the services) (please provide a clearance letter as issued by WorkSafeBC); and
  - Valid Village of Pemberton business license (please provide copy of business license).
- d) Proposal must include one unaltered, Request for Proposals cover page, including an executed copy of the proponent commitment from appendix A; and
- e) All pages consecutively numbered.

This is a request for proposals only, and not a call for tenders or request for binding offers. Nothing in the RFP is intended to constitute an offer of any kind by the Village and no contractual obligations whatsoever (including the attached agreement – Appendix ‘D’) shall arise as a result of the submission of a proposal in response to this RFP.

## 5 EVALUATION AND AWARD

All submissions shall become the property of the Village. The Village reserves the right to neither select any proposal nor to be bound to select the lowest priced proposal.

Proponent selection will be made based upon the following criteria, which will include but not be limited to:

- Completeness and thoroughness of proposal submitted in response to this RFP;
- Experience, including but not limited to the number and size of previous projects of a similar type, projects located in this region, and extent of experience;
- Work performance, including but not limited to past projects and quality of work product;
- Capacity to perform, including but not limited to staffing level and experience of staff and adequacy of resources; and
- Price and Cost Control – identification of cost control by providing a total budget, including basis for billing of services and disbursements. Provide total price including costs and disbursements. Evaluation emphasis is on the value of service for the total price.

### **Contract Award**

Depending on the Proposals submitted in response to this RFP, a contract will normally be negotiated and executed with the leading Proponent (the “front-runner”) selected in accordance with the Proposal Evaluation Criteria contained in this RFP. The lowest price or any Proposal will not necessarily be accepted.

The Village may negotiate the final scope of work with the selected Proponent and, if the parties are not successful, may attempt to negotiate an agreement with its next preferred Proponent. The Village reserves the right to reject all proposals and re-issue the RFP or abandon it altogether.

### **Clarification**

Notwithstanding that a presentation/interview process has not been indicated in the Proposal Evaluation Form, at the Village’s sole discretion, one or more Proponents may be asked to provide additional clarification respecting their Proposals, or to address areas where the Village clarifies its needs. If these clarifications do not meet the Village’s satisfaction, the Village may, in its sole discretion, decide to reject the Proposal(s).

### **Suitability of Proponent**

The Proponent may be interviewed and/or the Village may conduct such independent reference checks or verifications as are deemed necessary by it, to clarify, test, or verify information contained in the Proposal and to confirm the suitability of the Proponent. If the Proponent is deemed unsuitable by the Village, or if the Proposal is found to contain errors, omissions or misrepresentations of a serious nature, the originally selected Proponent may be rejected and another Proponent selected according to the evaluation format, or the Village may choose to terminate the RFP process and not enter into a contract with any of the Proponents.

The Village may interview key persons to determine if they would be adequate for the proper performance of the proposed contract.

## Negotiation with Proponent

Negotiations may be held with the front-runner Proponent including, but not limited to, matters such as:

- Price, insofar as a change in price is directly associated with a change in the Proposal as a result of negotiations;
- Contract details;
- Contract payment details; and
- Expectations of the parties applicable to the service requirements.

If a written agreement cannot be negotiated within fourteen workdays of notification to the front-runner, the Village may terminate negotiations with that Proponent and negotiate a contract agreement with another Proponent selected as the front-runner according to the evaluation procedure, or may choose to terminate the RFP process and not enter into an agreement with any of the Proponents.

The Village shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved Proposal. The Village reserves the right to modify the project scope or Contractor deliverables as set out herein, or both, at any time during the negotiation phase without notification to other Proponents.

## 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 Village is not material, the Village 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 at the sole discretion of the Village.

## 6 AUTHORIZED REPRESENTATIVES

The authorized representative for this RFP is the Recreation Services Manager. Proponents should address all correspondence to Authorized Village Representative Angela Belsham.

## 7 CONTRACT

The Contractor will enter into a contract with the Village, substantially similar to the contract included in Appendix D, based on the information contained in this RFP and the Contractor's submission and the Village's supplementary conditions.

## 8 INSURANCE

The Contractor will have: (1) commercial general liability insurance coverage in the minimum amount of \$5 million per occurrence and in the aggregate; (2) workers compensation insurance; (3) automobile liability coverage in the minimum amount of \$5 million; and (4) appropriate contractor's equipment insurance, as per the contract terms in Appendix B.



## **9 INDEMNIFICATION OF THE VILLAGE**

The Contractor shall indemnify, protect and save harmless the Village, its officers, agents, servants and employees from and against all actions, causes of actions, claims and demands of every kind, description and nature whatsoever arising out of or in any way connected with fulfillment of this contract, and all such actions, causes of action, claims and demands recoverable from the Village or the property of the Village, shall be paid by the Contractor, and, if recovered from the Village, or the property of the Village, shall together with any costs and expenses incurred therewith be charged to the Contractor.

## APPENDIX A - Proponent Commitment

The Request for Proposals may be delivered by hand, courier, Canada Post or email to:

Village of Pemberton  
Box 104, 7390 Cottonwood Street  
Pemberton, BC V0N2L0  
[abelsham@pemberton.ca](mailto:abelsham@pemberton.ca)

**“CONFIDENTIAL RFP (Contract Cleaning (Janitorial) Services – Pemberton & District Community Centre and Youth / Seniors Centre)” no later than Wednesday, November 27, 2019 @ 2:00 pm PST**

This section to be completed by Proponent: Provided that this Proposal is accepted within thirty (30) calendar days from the closing date, the undersigned agrees, on behalf of the company named below, to supply the goods and services listed at the prices quoted, under the Instructions, Terms and Conditions set forth in this Request for Proposal document, the Proponent’s Proposal, any and all addendum, which shall together form the Agreement. This Proposal is valid and enforceable for a period of not less than thirty (30) days following the closing date. In accordance with the Terms, Conditions, Instructions, and specifications the undersigned agrees to supply products and services at the prices quoted.

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Postal Code \_\_\_\_\_ Phone Number \_\_\_\_\_  
Email \_\_\_\_\_  
Signature of Signing Officer/Date \_\_\_\_\_  
Name/Title of Signing Officer \_\_\_\_\_

## APPENDIX B – Scope of Work Pemberton & District Community Centre

### Cleaning (janitorial) specifications and conditions for the Pemberton & District

#### Community Centre

Scope of Work for weekly cleaning of the Pemberton & District Community Centre, 7390 Cottonwood Street, Pemberton, BC

#### Daily Tasks

- Multi-Purpose Rooms: dust all hard surfaces, vacuum, empty garbage (including French School activity room September through June, Monday to Friday)
- Fitness Centre: empty garbage wipe down edges on the treadmill beside the belt, vacuum around and under equipment and mop entire floor
- Great Hall: dust mop entire floor and wet mop 1/3 per night
- Community Kitchen: dust mop, wet mop and change garbage
- First floor washrooms / change rooms: clean mirrors, taps, sinks, countertops, toilets. Dust ledges, lights and stall partitions and doors, polish stainless steel, showers scrubbed every other day, vacuum and mop floors, refill all paper products. (Note: all paper products from bathroom garbage can be composted).
- First and second floor offices: change garbage, vacuum and wet mop
- First floor lobby and elevator: vacuum mats and elevator track, dust and wet mop all floors
- Second floor washrooms: as per above with exception of showers
- Second floor hall and stairs: dust and wet mop
- Garbage and recycling: back offices, the north and south entrance, the vending machines and the first-floor washrooms and exterior. \*Check basketball court and spray park garbage and empty if necessary (Note: all paper products from bathroom garbage can be composted)
- General; dust the first-floor ledges including window ledges, pictures, top of vending machines as needed. Polish stainless-steel kick boards and elevator

Weekly Tasks:

- Sweep exterior entrances
- Sweep and mop parkade stairs
- Sweep of parkade (noticeable waste on ground)
- Wipe exterior of entrance doors
- Clean all interior windows and mirrors in meeting rooms
- Dust 2nd floor door ledges, hand railings
- High dusting of entire facility
- Clean second floor railing glass
- Use tenant floor cleaning machine on Great Hall flooring (training provided)
- Create supply list for following weeks cleans and email to maintenance coordinator
- Deep clean and disinfect showers
- Clean fitness centre mirrors and activity room mirrors

The Village will provide all supplies to complete the scope of work including cleaning chemicals.

The Contractor will advise the Village in a timely manner when supplies need to be replenished.

## APPENDIX C – Scope of Work Youth / Seniors Centre

### Cleaning (janitorial) specifications and conditions for the Youth / Seniors Centre

Scope of Work for cleaning (janitorial) services at the Youth / Seniors Centre located at 7390 Cottonwood Street, Pemberton, BC.

Cleaning to occur three (3) time per week with days to be determined by usage.

#### Daily Tasks

- Dust, vacuum floors / mats, mop, empty garbage and recycling
- Washrooms: clean mirrors, taps, sinks, countertops, toilets. Dust ledges, lights, stall partitions and doors, polish stainless steel, vacuum and mop floors, refill all paper products. (Note: all paper products from bathroom garbage's can be composted).

#### Weekly Tasks:

- Sweep exterior entrances
- Kitchen – wipe down all surfaces and appliances

#### Bi-weekly Tasks:

- Clean all interior windows and window ledges

The Village will provide all supplies to complete the scope of work including cleaning chemicals.

The Contractor will advise the Village in a timely manner when supplies need to be replenished.

## APPENDIX D – Contractor Services Agreement

### Cleaning (Janitorial) Services Agreement

THIS AGREEMENT dated February \_\_, 2020 is

BETWEEN:

**VILLAGE OF PEMBERTON**  
7400 Prospect Street, P.O Box 100  
Pemberton, B.CI.  
VON 2LO

(the "Village")

AND:

\_\_\_\_\_  
\_\_\_\_\_  
(the "Contractor")

GIVEN THAT the Village wishes to engage the Contractor to provide certain cleaning (janitorial) services at a Village facility and the Contractor wishes to provide such cleaning (janitorial) services to the Village in accordance with the terms and conditions of this Agreement;

This Agreement is evidence that in consideration of the promises exchanged below, the Village and the Contractor agree with each other as follows:

#### Definitions

1. In this Agreement, in addition to the words defined above,
  - a. "Terms of Reference" means the terms of reference for performance of the Services attached as Schedule "A"
  - b. "Services" means the acts, services and work described in the Terms of Reference and all acts, services and work necessary to achieve the objectives set out in the Terms of Reference.

#### Services to be Performed by the Contractor

2. The Contractor agrees to perform the Services during the Term, in accordance with the Terms of Reference, on the terms and conditions of this Agreement.

#### Term and Renewal

3. The term of this Agreement commences on April 1, 2020 and ends on March 31, 2021 (the "Term"), unless terminated earlier in accordance with this Agreement. No later than 60 days

before the end of the initial term (or before the end of the first or second renewal term if the first or second option to renew has been exercised), the Village in its sole discretion may renew this Agreement for a maximum of two (2) additional two (2) year terms on the same terms except as follows:

- a. an adjustment to the remaining number of renewal terms; and
- b. an increase to the remuneration paid pursuant to section 5 of this Agreement by the same percentage as the Consumer Price Index published by Statistics Canada for the Province of British Columbia for the period January to December of the previous year.

#### **Warranty as to Quality of Services**

4. The Contractor represents and warrants to the Village that:
  - a. the Contractor and any of its employees which undertake the Services have the education, training, skill, experience and resources necessary to perform the Services;
  - b. the Contractor and any of its employees that undertake the Services are bonded; and
  - c. the Services will be performed in accordance with all applicable enactments and laws and in compliance with all relevant codes, rules, regulations and standards of any relevant professional or industry organization or association,

and the Contractor acknowledges and agrees that the Village has entered into this Agreement relying on the representations and warranties in this section.

#### **Remuneration and Reimbursement**

5. The Village must pay the Contractor for the Services in the amount provided in the Terms of Reference in accordance with this Agreement.

#### **Invoices**

6. Not more than once each month, the Contractor may deliver an invoice to the Village, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month.

#### **Payment by the Village**

7. The Village must, to the extent it is satisfied the fees are for Services reasonably and necessarily performed by the Contractor and subject to section 8 and subject to any right of set-off that the Village may have, pay the Contractor the fees claimed in the invoice delivered in accordance with section 6, within 30 days after delivery of the invoice to the Village.

#### **Termination or Suspension at the Discretion of the Village**

8. Despite any other section of this Agreement, the Village may, in its sole discretion, terminate or suspend all or any part of the Services by giving the Contractor notice of termination or suspension, as the case may be, with such effective date of termination or suspension so noted thereon. If the Village terminates or suspends all or part of the Services under this section, then the Contractor is entitled to deliver an invoice to the Village for the period between the end of the time period for which the last invoice was delivered by the Contractor under section 6 and the effective date of termination or suspension. The Village must, to the extent that it is satisfied the fees and disbursements are for Services reasonably and necessarily performed by the Contractor, pay the Contractor the fees and disbursements claimed in such invoice, within 30 days

after delivery of such invoice to the Village. The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all or any part of the Services.

### **Termination for Breach**

9. The Village may, by giving the Contractor notice of termination, immediately terminate all or any part of the Services, if the Contractor:
  - a. is in breach of this Agreement and within 5 days of receiving notice of such breach from the Village, the Contractor has not cured the breach or is not, to the satisfaction of the Village in its sole discretion, diligently pursuing a cure for the breach; or
  - b. becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of the Contractor's creditors, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the Village, if the Village terminates all or any part of the Services under this section, the Village may arrange, upon such terms and conditions and in such manner as it considers appropriate, for performance of any part of the Services remaining to be completed, and the Contractor is liable to the Village for any expenses reasonably and necessarily incurred by the Village in engaging the services of another person to perform those Services. The Village may set off against and withhold from amounts due to the Contractor such amounts as the Village determines, acting reasonably, are necessary to compensate and reimburse the Village for the expenses described in this section.

### **Confidential Information**

10. Except as required by law, the Contractor must not, during or after the Term, divulge or disclose any secret or confidential information, or divulge or disclose any information that the Contractor receives or observes in connection with this Agreement and the performance of the Services which in good faith or good conservice ought not to be disclosed. For greater clarity, all materials contained within the confines of the individual offices of the employees of the Village as well as the access code(s) as provided to the Contractor by the Village to gain entry to interior areas of the Village facilities are deemed to be confidential information.

### **Records**

11. The Contractor must:
  - a. 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 Village, which may make copies and take extracts from the accounts and records;
  - b. keep reasonably detailed records of performance of the Services by the Contractor, which must at all reasonable times be open to inspection by the Village, which may make copies and take extracts from the records;
  - c. afford facilities and access to accounts and records for audit and inspection by the Village and must furnish the Village with such information as the Village may from time to time require regarding those documents; and
  - d. preserve and keep available for audit and inspection, all records described in section 11 a through b for at least two years after completion of the Services or termination of this Agreement, whichever applies.



**Delivery of Records**

12. If the Village terminates all or part of the Services under this Agreement, the Contractor must immediately deliver to the Village, without request, all Services-related documents in the Contractor's possession or under its control as well as all keys issued to the Contractor by the Village.

**Agreement for Services**

13. This is an Agreement for the performance of services and the Contractor is engaged under the Agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this Agreement, neither the Contractor nor any of its employees, contractors and representatives is engaged by the Village as an employee or agent of the Village. The Contractor is solely responsible for any and all remuneration and benefits payable to its employees, contractors and representatives, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. This Agreement does not create a joint venture or partnership, and the Contractor has no authority to represent or bind the Village in any way.

**Assignment of Agreement/Subcontracting of Services**

14. The Contractor must not assign this Agreement (or any part thereof) or subcontract any or all of the Services to be performed under this Agreement.

**Time of the Essence**

15. Time is of the essence of this Agreement.

**Release and Indemnification**

16. Except to the extent arising out of the negligent acts or omissions of the Village and its directors, officers, employees, agents, successors and assigns, as determined by a court of competent jurisdiction, the Contractor shall release, indemnify and save harmless the Village and its directors, officers, employees, agents, successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Contractor, its employees, agents, or assigns in the performance of the Services herein, as determined by a court of competent jurisdiction.
17. The indemnity provided in section 17 by the Contractor to the Village will not in any way be limited or restricted by the insurance set out in section 20 or by limitations on the amount or type of damages, compensation or benefits payable under the *Workers' Compensation Act* or any other similar statute.
18. The indemnity provided in section 17 by the Contractor to the Village will survive notwithstanding the completion of all Services and the obligations and duties under this Agreement and the termination for any reason whatsoever of this Agreement.

**Bonding and Insurance Requirements**

19. The Contractor shall obtain and maintain throughout the Term the:
  - a. bonding insurance in respect of the provision of the Services to the satisfaction of the Village; and

- b. commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$5,000,000 per occurrence and shall meet the following requirements:
  - a. name as additional insureds the following parties: the Squamish-Lillooet Regional District and the Village of Pemberton (the Village of Pemberton is the owner of the land on which the Pemberton and District Community Centre and the Youth/Seniors' Centre are situated);
  - b. include that the Squamish-Lillooet Regional District and the Village of Pemberton are protected notwithstanding any act, neglect or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;(c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
  - c. be primary and non-contributing with respect to any policies carried by the Squamish-Lillooet Regional District and the Village of Pemberton and will provide that any coverage carried by the Squamish-Lillooet Regional District and the Village of Pemberton is in excess coverage;
  - d. not be cancelled or materially changed without the insurer providing the Regional District with 30 days written notice stating when such cancellation or change is to be effective;
  - e. include a deductible not greater than \$5,000 per occurrence;
  - f. include a cross liability clause; and
  - g. be on other reasonable terms acceptable to the Village.

The Contractor shall provide the Village with certificates of insurance confirming the placement and maintenance of such insurance at the signing of the Agreement and thereafter as requested to do so from time to time by the Village. If the Contractor's insurance shall expire or terminate before the end of the Term, the Contractor shall deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect.

### **WorkSafeBC**

#### 20. The Contractor shall

- a. provide proof of WorkSafeBC coverage (or if applicable, proof that WorkSafeBC coverage is not required) within 5 days of signing this Agreement and as may be required by the Village from time to time throughout the Term;
- b. remain current with all assessment reporting and payments due thereunder and shall comply in every respect with the requirements of the Workers Compensation Act and Regulations; and
- c. be responsible for all fines, levies, penalties and assessments made or imposed under the Workers Compensation Act and regulations relating in any way to the Services.

**Compliance**

21. The Contractor shall comply with all laws, rules and regulations applicable to the performance of the Services under this Agreement.

**Business License**

22. The Contractor shall obtain and maintain throughout the Term of this Agreement a valid Village of Pemberton business license.

**Severability**

23. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever as determined by a competent court of law, such term or provision shall be severable and the same shall not affect the validity of the remainder of this Agreement.

**Notice**

24. Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

To the Village:

Village of Pemberton  
7400 Prospect Street, Box 100  
Pemberton, B.C. V0N 2L0  
Fax Number: (604) 894-2320  
E-mail Address: [abelsham@pemberton.ca](mailto:abelsham@pemberton.ca)  
Attention: Angela Belsham, Recreation Services Manager

To the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

**Interpretation and Governing Law**

25. In this Agreement:

- a. reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- b. reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- c. the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- d. reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- e. reference to a month is a reference to a calendar month;
- f. and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

26. This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

**Binding on Successors**

27. This Agreement enures to the benefit of and is binding upon the parties and their respective executors, successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

**Entire Agreement**

28. 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.

**Waiver**

29. Waiver of any breach by a party must be express and in writing to be binding on that party, and a waiver of a particular breach does not operate as a waiver any future breach, whether of a like or different character.

**Freedom of Information and Protection of Privacy Act**

30. The Contractor understands that the Village is subject to the Freedom of Information and Protection of Privacy Act, RSBC 1996, c. 165 and agrees that this Agreement and the information it contains, and any information supplied by the Consultant to the Village in connection with this Agreement, is not implicitly confidential for the purposes of that enactment.

31. The Contractor understands that this Agreement, and the information it contains, may be the subject of an access to information request made to the Village under the Freedom of Information and Protection of Privacy Act and the Village may be obliged by that enactment to disclose all or part of this Agreement and the information it contains and all or part of any information the Contractor supplied to the Village in connection with this Agreement, whether or not the Contractor has expressly stipulated that the information in question is confidential for the purposes of that enactment.

**Counterparts**

32. This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by email or electronic facsimile transmissions will be deemed to be an original, and such counterparts together will constitute one and the same instrument and notwithstanding the date or dates of execution will be deemed to bear the date as set forth below.

As evidence of their agreement to be bound by the above terms and conditions of this Agreement, the parties have executed this Agreement below, on the respective dates written below.

**VILLAGE OF PEMBERTON** by its authorized signatory:

\_\_\_\_\_  
Nikki Gilmore  
Chief Administrative Officer

\_\_\_\_\_  
Date

Signed on \_\_\_\_\_, 2020 in the presence of: )

)

)

\_\_\_\_\_) )

Witness: )

)

\_\_\_\_\_) )

Address: )

)

\_\_\_\_\_

**Name of Contractor**

\_\_\_\_\_) )

Occupation

## Schedule "A" to the Cleaning (Janitorial) Services Agreement

### TERMS OF REFERENCE

*[Scope of work for the Pemberton & District Community Centre and the Youth / Seniors Centre, to be attached.]*