



THIS AGREEMENT is dated for reference, the 14<sup>th</sup> day of March, 2019.

BETWEEN:

**PEACE RIVER REGIONAL DISTRICT**, a regional district incorporated under the Local Government Act, and having an address at Box 810, 1981 Alaska Avenue, Dawson Creek, B.C., V1G 4H8  
Phone: 250-784-3200  
[prrd.dc@prrd.bc.ca](mailto:prrd.dc@prrd.bc.ca)  
  
(hereinafter referred to as the 'Regional District')

AND:

JK Solutions Ltd.,  
having an address at Box 6826, Fort St. John, BC V1J 4J3  
Phone: (250) 262-5510  
  
(hereinafter referred to as the 'Contractor')

**Context of this Contract:**

1. The Regional District wishes to retain the services of the Contractor to undertake Phase 4 of the Rural Roads Project in the North Peace on behalf of the Regional District, (hereinafter referred to as the "Work"), as described in the Scope of Work, attached to this Agreement as Schedule 'A'.
2. The Contractor has agreed to provide the Work to the Regional District on the terms and conditions set out in this Contract;

THIS AGREEMENT is evidence that in consideration of the payments to be made to the Contractor by the Regional District, and the mutual promises and agreements set out herein (the sufficiency of which are hereby acknowledged by the parties), the parties agree as follows:

3. This is an Agreement for the performance of the Work and the Contractor is engaged as an independent Contractor for the sole purpose of providing the Work.
4. Neither the Contractor nor any of its employees or contractors is engaged by the Regional District as an employee or agent of the Regional District. The Contractor is solely responsible for any and all remuneration and benefits payable to its employees and contractors, and all payments and deductions required to be made by any enactment, including those for Canada Pension, Employment Insurance, Workers' Compensation or Income Tax.
5. The Contractor agrees not to take any action or make any claims against the Regional District under this Agreement which would be contrary to the nature of this contract as a contract for services.



**Notice:**

6. Notices under this Contract are to be in writing and delivered as follows:

(a) To the Regional District:

Shawn Dahlen,  
Chief Administrative Officer  
Peace River Regional District  
PO Box 810, 1981 Alaska Avenue,  
Dawson Creek, BC V1G 4H8  
(T) 250.784.3200 (F) 250.784.3201  
Email: [prrd.dc@prrd.bc.ca](mailto:prrd.dc@prrd.bc.ca)

(b) To the Contractor:

JK Solutions Ltd.,  
Box 6826,  
Fort St. John, BC V1J 4J3  
(T) 250 262-5510  
Email: [jackie@jksolutions.ca](mailto:jackie@jksolutions.ca)

**The Work**

7. The Contractor will perform the Work outlined in Schedule 'A' attached to and forming part of this agreement.
8. The Contractor is responsible for seeing that the Work is performed on time and in a satisfactory manner.
9. Except as otherwise set out herein or in the schedules attached hereto, the Regional District is not liable for any acts or omissions of the Contractor which cause damage to any other person.
10. The Contractor may not assign this Contract without the express written consent of the Regional District which shall not be unreasonably withheld.

**Rate of Payment:**

11. The total value of the contract is up to \$130,000, including all disbursements and expenses, and applicable taxes. The Regional District will pay the contractor for services rendered upon submission of invoices for works completed. The Regional District will provide payment within 15 days of invoice delivery. Attached hereto as Schedule 'B' is the Budget Summary for the Work.
12. Proof that the Contractor is in good standing with WorkSafe BC may be required prior to the Regional District issuing a payment.





**Indemnification:**

13. (a) The Contractor must indemnify and save harmless the Regional District and its elected and appointed officers and employees from and against all third party claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, or threatened to be brought or prosecuted, against the Regional District and its elected and appointed officers and employees in any manner based upon, occasioned by or attributable to any bodily injury or death, damage to or loss of property, or other loss or damage of any kind in any way arising from intentional, deliberate or fraudulent misconduct or gross negligence by the Contractor, its employees, contractors or agents, in relation to the Services performed under this Agreement. *but excepting those situations where the Contractor's Commercial General Liability insurance policy (as described below) will respond to a claim on behalf of the Regional District as additional insured*
- (b) The Contractor's liability to indemnify or reimburse the Regional District under this section does not limit or affect any other rights or remedies the Regional District may have against the Contractor in respect of the Contractor's performance or breach of this Agreement. This indemnity survives the Term.
- (c) As a restriction on the first paragraph in Section 13 above, the Contractor's liability with respect to any claims (including, without limitation, indemnification claims) arising out of this Contract shall be absolutely limited to direct damages arising out of the Work, and the Contractor shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Regional District or any third party, including but not limited to claims for loss of profits and loss of market value.

**Insurance:**

14. At its expense, the Contractor must obtain and maintain, during the Term of this Agreement, Commercial General Liability insurance providing coverage for losses incurred for negligent acts or omissions caused by the Contractor in relation to the Work under this Agreement, in the amount of not less than \$1 million dollars (\$1,000,000) per claim, which policy must be on commercially prudent terms. The policy of Commercial General Liability Insurance must require the insurer to notify the Regional District immediately upon termination or material alteration of the terms of the insurance policy required under this Agreement. The Regional District may require proof of such insurance at any time during the term of this Agreement.
15. The policy of insurance required by Section 14 shall name the Regional District as an additional insured and shall require not less than thirty (30) days' notice to the Regional District in advance of cancellation or termination.

**Professional Liability Insurance (not required)**

16. ~~The Contractor shall establish and maintain one or more policies of professional liability (errors and omissions) insurance in the amount of not less than one million dollars (\$1M).~~
17. ~~This form of insurance shall be acceptable to the Regional District and shall be maintained continuously during the term of the contract. The policy shall be endorsed to provide the Regional District with not less than thirty (30) days' notice in advance of cancellation or termination.~~



**Automobile Liability Insurance –**

18. The Contractor shall provide and maintain Third Party Legal Liability insurance in respect of owned, non-owned, leased or rented licensed vehicles, subject to limits of not less than Two Million (\$2,000,000) dollars inclusive per occurrence.
19. The policy shall cover as unnamed insured, anyone employed directly or indirectly by the Contractor to perform a part or parts of the Work.
20. This form of insurance shall be acceptable to the Regional District and shall be maintained continuously during the term of the contract. The policy shall be endorsed to provide the Regional District with not less than fifteen (15) days' notice in advance of cancellation or termination.

**Worker's Compensation**

21. The Contractor must maintain Workers' Compensation Insurance in order to fully protect its employees and the Regional District, and must submit proof of coverage with WorkSafe BC to the Peace River Regional District prior to commencing the Work.

**Entire Agreement:**

22. This Agreement is the entire Agreement between the Regional District and the Contractor 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.

**Severance:**

23. If any term of this Contract is held to be invalid, illegal or unenforceable by an appropriate authority, that term shall be severed from the rest of this Contract and the rest of the Contract shall remain in force unaffected by the severance of that term.

**References:**

24. All references to the Regional District or the Contractor include the heirs, executors, successors, assigns, directors, employees, partners (solely in the case of the Contractor) and officers of each part. All references to the masculine shall include the feminine and/or plural as appropriate.

**Governing Law:**

25. This Contract shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

**Waiver:**

26. If a party chooses to waive the failure of performance of the other party's obligations under this Contract, it must be done in writing, and for each such failure. The waiver of a particular default does not waive any other default.

**Changes:**

27. The parties may change the terms of this Contract only in writing.





**Law to the Contrary:**

28. This Contract is binding on all parties whether or not there is any rule of law or equity to the contrary.

**Binding on Successors:**

29. This Contract ensures to the benefit of and is binding upon the parties and their respective successors, subcontractors, trustees, administrators and receivers whether or not there is any rule of law or equity to the contrary.

**Default:**

30. This Contract may be terminated by either party upon the default of the other party. The party claiming a default must provide the other party with written notice requiring that the default be cured. The party claiming a default must provide the defaulting party with seven (7) working days in which it may cure the default. If the defaulting party fails to cure the default within seven (7) working days, the other party may terminate all or any part of the Work. If the Regional District terminates part or all of the Work under this section, the Regional District may arrange, upon such terms and conditions and in such manner as the Regional District considers appropriate, for performance of any part of the Work remaining to be completed, and the Contractor is liable to the Regional District for:
- a. any expenses reasonably and necessarily incurred by the Regional District in engaging the services of another person to perform the Work; and
  - b. the cost of those services to the extent that those services were reasonably and necessarily performed in order to remedy the effect of any default by the Contractor.

The Regional District may set off against and withhold amounts due to the Contractor before the date of termination, as the Regional District determines are necessary to compensate and reimburse the Regional District for the expenses and Work described in this section.

**Term and Renewal:**

31. This Contract shall commence on the date first above written and with a completion date of March 31, 2020.

**Termination:**

32. Upon 15 days' written notice, the Regional District may at any time discontinue or terminate all or any part of the Work, subject to payment for work completed and submitted to the Regional District.

**Copyright**

33. The Contractor agrees that all present and future interest in the copyright of the electronic files created for the development of materials to be provided under this Contract are vested absolutely and immediately for the Peace River Regional District.

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### **Social Media**

34. a) The Regional District will promote the Rural Roads Facebook Page through the PRRD Facebook account and provide a link to the Facebook page on the PRRD website through an 'Engage!' page created for the project.  
  
b) The Contractor will establish and maintain a Rural Roads Project Facebook Page to share information on project activities, and encourage road user feedback including collection of real-time information on road conditions and concerns, and photos from the public.
35. For the duration of the contract, the Contractor agrees to observe, monitor, and respond to content and information published to the Rural Roads Facebook page to ensure posted material is not objectionable, inappropriate, of a confidential nature or defamatory, pornographic, proprietary, harassing, libelous, or harmful to the Regional District. The contractor shall approve all public posts to the Rural Roads Facebook Page. The Contractor shall immediately advise the PRRD of any material that may be objectionable or lead to complaints to the PRRD, to allow the PRRD to exercise its discretion as noted in Clauses 37 and 38.
36. The Contractor shall obtain appropriate permission to use any third party copyrights, copyrighted material, trademarks, service marks or other intellectual property.
37. The Regional District reserves the right to remove the PRRD website link to the Rural Roads Facebook Page if, in its opinion, the site contains objectionable, inappropriate, confidential, defamatory, pornographic, proprietary, harassing, libelous, or harmful material to the Regional District.
38. The Regional District Communications Manager shall be given Administrator rights to the Rural Roads Facebook Page. PRRD staff will not be responsible to monitor the site, as per clause 35.
39. Time is of the essence of this Contract.

### **Communications**

40. The Contractor will adhere to the Peace River Regional District Branding Standards for all electronic and printed work.
41. The Contractor is to submit a project status report to the PRRD on the work on a monthly basis, such report to include a copy of all minutes, reports and other Work. This report shall be submitted to the staff liaison identified in Section 42 below.
42. **Project Liaison:**  
Crystal Brown, Electoral Area Manager, will be the project liaison contact on behalf of the PRRD. Please consider her your resource and main point of contact at the PRRD as the project commences. Official notices shall be delivered as per Section 6 above.

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IN WITNESS WHEREOF this Contract was duly executed by the parties hereto as of the day and year first written above. By signing below, the parties to this Contract have agreed to be bound by the terms of this Contract.

The Corporate Seal of the Peace River  
Regional District was hereunto affixed  
in the presence of: \_\_\_\_\_

C/S

Chad

Chief Administrative Officer

**Contractor**  
By its authorized signatory(ies)

SIGNED IN THE PRESENCE OF:

Witness signature

Please Print Name:

Jakie Kys

Lee Dziwonka

Witness name (please print)

Schedule A attached hereto forms part of this contract.



## Schedule A – Scope of Work

Services will include but not be limited to:

- facilitation of an appropriate process to solicit feedback, gauge public interest and support and determine a suitable level of ongoing communication required to sustain the rural roads process including creation of a project facebook page and creation of a task force in cooperation with the PRRD staff lead and the funding partners, specifically Area B, Hudson's Hope and Taylor;
- support the Directors to establish/maintain a steering committee and/or task force as appropriate to meet the desired end results;
- development of a project workplan with key deliverables and target dates;
- facilitation of meetings with road users, business and industry stakeholders, affected government agencies and business groups;
- assess current road conditions, evaluate economic impacts and facilitate prioritization by the task force;
- compile statistics, develop business case(s), prepare briefing papers, reports, presentations and other communications as required to meet the objectives of the initiative;
- organize meetings, prepare and deliver presentations in cooperation with both the staff lead and/or elected officials representing the funding partners;
- develop and maintain a professional and productive business relationship with the Ministry of Transportation and Highways and the maintenance contractor;
- organize meetings with appropriate Ministries in Victoria and/or organize Minister tour(s) in the North Peace;
- develop specific analysis based on the needs identified by Directors, stakeholders or the task force;
- prepare or support initiatives to develop funding partnerships, grants or other opportunities to leverage resources to support the purpose and objective; and
- other activities as approved by the Directors within the purpose, scope and objectives.

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2019

DRAFT 2019/20 Budget and Workplan  
North Peace Rural Roads Initiative

Priority	2018	North Peace OPTION				SME	Other	NP SUB	TOTAL
		JK	BM	SN	Admin				
<b>Mandatory</b>	Consulting Fees (JK Solutions Ltd.)	\$ 55,500	\$ 40,385	\$ 3,200	\$ -			\$ 99,085	
	Expenses (JK Solutions Ltd)	\$ 12,530	\$ 323	\$ -	\$ -			\$ 12,853	
	Ministers Tour						\$ 11,000	\$ 11,000	
	<b>Mandatory Total</b>	<b>\$ 68,030</b>	<b>\$ 40,708</b>	<b>\$ 3,200</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$122,938</b>	<b>\$ 122,938</b>
<b>Recommended</b>	Consulting Fees (JK Solutions Ltd.)	\$ 28,800	\$ 820	\$ 2,560	\$ -			\$ 32,180	
	Expenses (JK Solutions Ltd)	\$ 1,020	\$ -	\$ -	\$ -			\$ 1,020	
	<b>Recommended Total</b>	<b>\$ 29,820</b>	<b>\$ 820</b>	<b>\$ 2,560</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 33,200</b>	<b>\$ 33,200</b>
<b>Discretionary</b>	Consulting Fees (JK Solutions Ltd.)	\$ 7,000	\$ 3,690	\$ -	\$ -	\$ 8,000	0	\$ 18,690	
	Expenses (JK Solutions Ltd)	\$ 4,700	\$ -	\$ -	\$ -	\$ 3,500	0	\$ 8,200	
	<b>Discretionary Total</b>	<b>\$ 11,700</b>	<b>\$ 3,690</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,500</b>	<b>\$ -</b>	<b>\$ 26,890</b>	<b>\$ 26,890</b>
<b>Total</b>		<b>\$ 109,550</b>	<b>\$ 45,218</b>	<b>\$ 5,760</b>	<b>\$ -</b>	<b>\$ 11,500</b>	<b>\$ -</b>	<b>\$172,028</b>	<b>\$ 183,028</b>

JK - Jackie Kjos - JK Solutions Ltd.  
BM - Bruce MacKay - B MacKay Consulting  
SN - Steve Nicol - Lions gate Consulting Inc.  
Admin - Administration support  
SME - Subject Matter Expert (Risk/Slides)

DRAFT 2019/20 Budget and Workplan  
North Peace Rural Roads Initiative

Priority	Consulting Fees		Timing	North Peace OPTION				SME
				JK	BM	SN	Admin	
<b>Mandatory</b>	<b>Continue 2018/19 efforts</b>		<b>2019/20</b>					
	<b>Lobby Provincial Government</b>							
	<b>MoTI</b>	continue to meet/seek resolutions		16	8			
		2 meetings in Victoria		30				
		quarterly meetings with Fort St. John District		8				
		annual meeting with Region		4	4			
	<b>MEMPR</b>	continue to work with them to build business case (research, strategy, commun		16	5	4		
		2 meetings in Victoria		30				
<b>Recommended</b>	<b>Develop stronger relationships with other key rural Ministries</b>		<b>2019/20</b>					
	<b>MFLNRR</b>	develop forest and rural business case/ministry relationship		32		8		
		1 meeting in Victoria		15				
	<b>MoAg</b>	develop forest and rural business case/ministry relationship		32		8		
		1 meeting in Victoria		15				
<b>Mandatory</b>	<b>Road Evaluation</b>		<b>2019/20</b>					
		Road evaluation (4 days)		32	8			
<b>Mandatory</b>	<b>Director Meetings (bi-weekly)</b>		<b>2019/20</b>					
		Prep of agenda/material and followup/minutes		40				
		Bi-weekly meeting (est 20)		10				
<b>Mandatory</b>	<b>Communications</b>		<b>2019/20</b>					
		consult with task force on individual issues		20	5			
		conference call(s) with task force in lieu of face-to-face meetings		3	3			
		develop and distribute newsletters (3)		60				
		develop communications, briefing notes, presentations		48				
<b>Mandatory</b>	<b>Gravel Depletion</b>							
		explore cost/benefit on quantifying gravel depletion		16	16			
		quantify remaining reserves/impact of Site C flooding		40	16			
		average annual use		24	16			
		projected "end of gravel" scenario"		8	16	8		
<b>Mandatory</b>	<b>Research</b>		<b>2019/20</b>					
		estimated cost of Peace Template vs. high narrow		5	24			
		estimated cost of NPRR 2019-2030 "ask"		5	24			
		savings of grading, gravelling hard surfaced vs gravel x km. multiplier		8	16	8		
		maintian current regular research (O&G - land sales, wells drilled, etc)		12				



DRAFT 2019/20 Budget and Workplan  
North Peace Rural Roads Initiative

Priority	Consulting Fees	Timing	North Peace OPTION		SME
<b>Recommended</b>	<b>Research</b>				
	Logging Plan analysis and mapping		24		
	CVSE extraordinary permitting analysis		16	4	
	"green" opportunity (emissions reductions/type of vehicles/other?)		24		
	"social" opportunity (ambulance times, STARS vs local response, other?)		24		
	Individual company plans for O&G in relationship to roads		40		
<b>Recommended</b>	<b>Stakeholder Meetings</b>	<b>Apr-May</b>			
	Upper Halfway residents and Halfway River First Nation		8		
	meeting prep work and post meeting communication		4		
<b>Mandatory</b>	<b>Rural Roads Task Force - Meeting 2019-2</b>	<b>June</b>			
	Meeting prep/followup		6	1	
	Meeting		3	3	
	Travel (JK to/from Edmonton/Bruce to/from DC)		14	2	
<b>Mandatory</b>	<b>Ministers Tour</b>	<b>June</b>			
	communications, organization		16		
	Meeting with Task Force (prep- premeeting - meeting)		4	4	
	tour		8	8	
	Travel (JK from Edmonton/Bruce to FSJ) - see RRTF Meeting 2019-2				
<b>Recommended</b>	<b>Maintenance Baseline</b>	<b>July-August</b>			
	Document current conditions at end of YRB Contract		40		
	Travel (JK to/from Edmonton)		14		
<b>Mandatory</b>	<b>Rural Roads Task Force - Meeting 2019- 3</b>	<b>September</b>			
	Meeting prep/followup		6	1	
	Meeting		3	3	
	Travel (JK to/from Edmonton/Bruce to/from DC)		14	2	
<b>Mandatory</b>	<b>Task Force/Steering Committee - Meeting 2019-4</b>	<b>Dec-Jan</b>			
	Meeting prep/followup		6	1	
	Meeting		3	3	
	Travel (JK to/from Edmonton/Bruce to/from DC)		14	2	
<b>Mandatory</b>	<b>Task Force/Steering Committee - Meeting 2020-1</b>	<b>March</b>			
	Meeting prep/followup		6	1	
	Meeting		3	3	
	Travel (JK to/from Edmonton/Bruce to/from DC)		14	2	

DRAFT 2019/20 Budget and Workplan  
North Peace Rural Roads Initiative

Priority	Consulting Fees	Timing	North Peace OPTION				SME	
Discretionary	UBCM							
	Attend UBCM to meet with Government and Industry Representatives		40					
Discretionary	Risk Workshop re: Slides	Fall or 2019						
	Develop process/prep work		8	8				
	Workshop		8	8				
	Travel (JK from Edmonton/Bruce to FSJ)		14	2				
	Subject Matter Expert (including travel)						32	
	<i>*This may be a potential partnership with Area B as a post mortem on the Old Fort Slide.</i>							
	Total Hours		913	219	36	0	32	
	Rate		\$100	\$205	\$160	\$75	\$250	
	Budget		\$91,300	\$44,895	\$5,760	\$0	\$8,000	\$ 149,955
Mandatory		Hr	555	197	20	0	0	0
		\$	\$55,500	\$40,385	\$3,200	\$0	\$0	\$99,085
Recommended		Hr	288	4	16	0	0	0
		\$	\$28,800	\$820	\$2,560	\$0	\$0	\$ 32,180
Discretionary		Hr	70	18	0	0	32	0
		\$	\$7,000	\$3,690	\$0	\$0	\$8,000	\$ 18,690



DRAFT 2019/20 Budget and Workplan  
North Peace Rural Roads Initiative

Priority	Consulting Fees		Timing	North Peace OPTION				SME
	MILEAGE/TRAVEL EXPENSES		Timing	North Peace OPTION				SME
				JK	BM	SN	Admin	
Mandatory	Mileage	Rural Roads Task Force Mtg 2019-2, Road Evaluation	June	2400	95			
Mandatory	Mileage	Rural Roads Task Force Mtg 2019-3, Road Evaluation	Sept	2400	95			
Mandatory	Mileage	Rural Roads Task Force Mtg 2019-4, Road Evaluation	Dec/Jan	1500	95			
Mandatory	Mileage	Rural Roads Task Force Mtg 2020-1, Road Evaluation	March	1500	95			
Mandatory	Mileage	Ardrossan to/from Airport x 6	2019/20	714				
Discretionary	Mileage	Maintenance road evaluation (in region travel)	June/July	1200				
Mandatory	Travel	Airport Parking x 12 days	2019/20	300				
Mandatory	Travel	Flights to Victoria (x 6)	2019/20	3600				
Mandatory	Travel	Working meals, meeting rooms etc over the year (estimate)	2019/20	2000				
Discretionary	Travel	UBCM (flight/hotel/registration)	Sept	4700				
Discretionary	Travel	SME from Ontario to Fort St. John	2019/20					3500
Mandatory			Mileage	\$ 6,630	\$ 323	\$ -	\$ -	\$ -
			Travel	\$ 5,900	\$ -	\$ -	\$ -	\$ -
Recommended			Mileage	\$ 1,020	\$ -	\$ -	\$ -	\$ -
			Travel	\$ -	\$ -	\$ -	\$ -	\$ -
Discretionary			Mileage	\$ -	\$ -	\$ -	\$ -	\$ -
			Travel	\$ 4,700	\$ -	\$ -	\$ -	\$ 3,500

<b>Mandatory</b>	<b>Ministers Tour (outside of JK Solutions Ltd contract)</b>	
	Helicopter (A Star - 5 Passenger) \$1900 hr (incl fuel) - est 5 hrs	9500
	Helicopter (206 - 3 Passenger) \$1150 hr (incl fuel)	5750
	Hosting costs - suburban rental, breakfast, lunch etc???	1500

JK - Jackie Kjos - JK Solutions Ltd.  
BM - Bruce MacKay - B MacKay Consulting  
SN - Steve Nicol - Lions gate Consulting Inc.  
Admin - Administration support