

Request for Proposals

On-call SCADA Maintenance and Support for RDN Wastewater Services

Issue Date:

June 16, 2017

Closing:

5 complete hard copies plus 1 electronic copy (CD, DVD, or USB flash drive) in .pdf format of each Response must be received before 2:00 pm (local time) on Wednesday, July 5, 2017

Closing Location:

Regional District of Nanaimo
Regional and Community Utilities
Second Floor
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

Contact Individual:

Adrian Limpus
Engineering Technologist – Wastewater Services
Regional District of Nanaimo
wwscada@rdn.bc.ca

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1. Invitation to Submit Proposals

The Regional District of Nanaimo (“Regional District” or “RDN”) Wastewater Services department is interested in receiving proposals from consulting firms to provide on-call SCADA maintenance and support for Wastewater Services

Description:	On-Call SCADA Maintenance and Support for Wastewater Services
Date Issued:	June 16, 2017
Submission Deadline:	July 5, 2017
Submission Time:	2:00 pm (local time)

The consultant will provide services on an “as required” basis for the duration of the term. The contract will be for a one (1) year term anticipated to be from August 1, 2017 to July 31, 2018 with possibility of extension for two (2) additional one (1) year terms.

On-call SCADA maintenance and support assignments will be assigned to the consulting team to complete under this contract under the authority of the Manager of Wastewater Services, Project Engineer, Operations Superintendent, and /or Chief Operators.

At this time, the RDN’s budget for On-call SCADA Maintenance and Support Services including electrical, instrumentation, and controls equipment is anticipated to range from \$75,000 to \$140,000 per year. The RDN does not however warrant or represent that professional fees will correspond with this estimate.

Please direct all proposal inquiries and questions in writing by email before the end of working day on June 28, 2017 to:

Adrian Limpus
Engineering Technologist
Wastewater Services
Regional District of Nanaimo
wwscada@rdn.bc.ca

2. Introduction

The Regional District of Nanaimo's (RDN) Wastewater Services department operates 4 Pollution Control Centers which treat wastewater from approximately 120,000 people in Nanaimo, Parksville, Qualicum Beach, French Creek, and Electoral Areas in the region. The RDN also operates 23 pump stations and two septage receiving sites.

The RDN Wastewater Services is ISO 14001:2015-certified for its environmental management system. This certification ensures the RDN has processes in place to systemically monitor and improve its environmental performance.

The RDN's Wastewater Services department operates the following wastewater treatment facilities. Please refer to the Scope in Section 3.0 for more information on the SCADA equipment and programs used at these facilities.

Greater Nanaimo Pollution Control Centre

Greater Nanaimo Pollution Control Centre (GNPCC) provides primary treatment to wastewater from the communities of Nanaimo and Lantzville. The plant services approximately 92,000 people. Treated effluent is discharged to the Strait of Georgia.

Plant processes include sedimentation, anaerobic sludge digestion, sludge dewatering, and digester gas recovery and biogas reuse in the boilers and for cogeneration. In 2013, a fourth sedimentation tank and a third digester were added to increase the treatment capacity.

GNPCC is currently involved in an upgrade to secondary treatment. The upgrade is estimated to be completed by 2019 and will involve integration of SCADA systems.

French Creek Pollution Control Centre

French Creek Pollution Control Centre (FCPCC) provides secondary treatment to wastewater from the communities of Parksville, Qualicum Beach, French Creek, and areas in Electoral Area F and G. The plant services approximately 27,000 people.

Treatment processes include primary sedimentation, trickling filters and solids contact tanks for secondary treatment, secondary clarifiers, autothermal thermophilic aerobic sludge

digesters (ATADs), and sludge dewatering. The plant also includes a chemical wet scrubber and a biofilter for odour control. The RDN has commissioned a preliminary design study on a project to expand the capacity of FCPCC which would involve SCADA system integration.

Nanoose Bay Pollution Control Centre (NBPCC)

Nanoose Bay Pollution Control Centre (NBPCC) provides primary treatment to wastewater from the community of Nanoose including the Fairwinds development. The plant services approximately 1,400 people. Currently, NBPCC is not currently connected to a SCADA system.

NBPCC provides preliminary and primary treatment of incoming raw wastewater. The treated primary effluent is discharged via an outfall into the Strait of Georgia.

Duke Point Pollution Control Centre

The Duke Point Service Area includes the industrial development at Duke Point. This facility also services multiple properties in the Cedar neighborhood in Electoral Area A.

The wastewater from the Duke Point Service Area is treated at the Duke Point Pollution Control Centre (DPPCC). The DPPCC is equipped with sequencing batch reactor (SBR) technology. The RDN commissioned the SBR plant in 1998. DPPCC also provides service to the Duke Point Ferry Terminal. DPPCC is monitored by a SCADA system.

DPPCC provides preliminary and secondary treatment. The treated effluent is discharged via an outfall owned by the RDN, which is also used by West Coast Reduction under a Joint Use Agreement. Effluent is discharged into the Northumberland Channel.

Wastewater Trunk Sewers and Pump Stations

The RDN also operates the trunk sewer systems serving these plants. This infrastructure includes 22 wastewater pump stations, 6 kilometers of force mains, inverted siphon, and 50 kilometers of gravity mains.

Liquid Waste Management Plan

The RDN has an approved Liquid Waste Management Plan (LWMP) which is a 20 year plan to promote sustainable wastewater management in the region.

3. Scope

SCADA Maintenance and Support services will be provided to the District on an “as required” basis for the duration of the contract. The extent of these services will depend on the expertise of individuals in the project team, operational needs, and financial requirements. Projects will be assigned to team members to complete under the authority of the Manager of Wastewater Services, Project Engineer, Operations Superintendent, and/or the Chief Operators.

When the RDN requests the consultant provide SCADA support, the consultant will work collaboratively with the RDN to develop a scope and a fee budget. If the scope and fee budget are approved by the RDN, the consultant will be issued a PO number. Following the issuance of a PO for project, any scope or any fee budget changes will need approval by the individual at the RDN managing the project.

Proponents should present their team member’s expertise with the following SCADA equipment, software, specializations, and certifications:

• Wastewater Treatment SCADA programming, design, and troubleshooting.	• Wastewater Process Control
• SCADA On-call Maintenance and Support for Wastewater Operations	• Wastewater Pump Station SCADA systems
• Wastewater Electrical, Instrumentation, and Control (EIC) Systems	• Cogeneration Systems(Jenbacher)
• Rockwell Automation PLC’s & SCADA package (FTView SE SCADA software & RS Logix 5000 Pro V17.01.00)	• Allen-Bradley ControLogix, CompactLogix & SLC 500 PLC Programming
• Ethernet/IP, DeviceNet, Profibus, and Modbus SCADA Network programming, design, and troubleshooting	• Wastewater Treatment Plant and Linear System Capital Project SCADA Integration
• Factory Talk Historian SE Servers	• HVAC/Boiler system controls.
• Variable-Frequency Drive (VFD) Programming	• Monitoring Instrumentation (i.e. flow meters or level indicators).
• HMI programming / Operator Interface Panels	• Process Control Narratives
• UPS Systems for SCADA computers, network equipment, and PLC control cabinets.	• Pump and Chemical Dosing Controls.
• Remote Telemetry	• Alfa Laval Centrifuge Integration.
• Maintaining as-built drawings, infrastructure drawings, documents, and software inventory	• Rockwell Automation Recognized System Integrator / Other Rockwell certifications (preferred qualification but not required)
• Data Analysis / Management	• XL reporter software from –Status FT Server Computer Equipment
• Electrical Code Knowledge	• Electrical Space Hazard Ratings
• Electrical Engineering Design	

The RDN does not guarantee or warrant that all projects related to SCADA support and servicing will be undertaken by the successful Proponent

At this time, the RDN's budget for SCADA services is anticipated to range from \$75,000 to \$140,000 per year. The RDN does not however warrant or represent that Professional fees will correspond with this estimate.

4. Request for Proposals Terms and Conditions

This section describes the terms and conditions of the Request for Proposals process.

4.1 General

Before submitting proposals, Proponents must satisfy themselves about the nature and location of the work, local conditions, the professional services, equipment, technology and facilities needed for the execution of the work, and all other factors that might have a bearing on their proposal. Proponents are fully responsible for obtaining all information required for the preparation of proposals and the execution of the work.

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meeting, negotiations, or discussions with the RDN or its representatives and consultants, relating to or arising from this RFP. Proponents agree that by participating in the RFP process, and/or submitting a Proposal, they have no claim for compensation.

4.2 Contact Individual

The contact individual for the RDN is:

Adrian Limpus

Engineering Technologist – Wastewater Services

Regional District of Nanaimo

wwscada@rdn.bc.ca

4.3 Requests for Information

Any requests for information (RFI) related to this Request for Proposal (RFP) will be directed in writing by email to Adrian Limpus at wwscada@rdn.bc.ca

4.4 Enquiries and Addenda

Proponents considering submitting a proposal should submit the Proposal Receipt form in Appendix A for individual (s) at their organization to receive written addenda and questions and answers during the bidding process. The RDN will only respond to questions that are submitted in writing. **Please note the last day for sending enquiries is the end of the working day on June 28, 2017.** The responses to written questions received by RDN staff will be issued to all potential Proponents.

4.5 Closing Date

Five (5) complete hard copies of each proposal plus one electronic copy on CD, DVD, or on USB flash drive prepared in .pdf format, must be received before 2:00 pm on July 5, 2017 at the address on the front cover of this RFP. Proposals sent by facsimile (fax) or e-mail will not be accepted. There will be no public opening for this RFP.

Proposals are to be submitted in sealed envelopes clearly marked with:

1. Name and address of the Proponent
2. Request for Proposals for On-Call SCADA Maintenance and Support for Wastewater Services
3. Closing 2:00 pm Wednesday, July 5, 2017

4.6 Late Responses

Proposal envelopes will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time. Hard copies of late submissions will not be considered or evaluated and will be returned to the Proponent. In the event of a dispute, the proposal receipt time will be as recorded at the closing location for the hard copy.

4.7 Signed Offer

The proposal must include a signed 'offer of services' and the offer must be signed, by a person / persons authorized to sign on behalf of the Proponent(s) and to bind the Proponent(s) to statements made in the proposal.

4.8 Changes to Proposal Wording

The Proponent will not change the wording of its proposal after the closing date and time specified on the front cover of this RFP and no words or comments will be added to the proposal unless requested by the RDN for purposes of clarification.

4.9 Withdrawal

Proposals may be withdrawn prior to the deadline on written notice to the contact person. Withdrawn proposals may be replaced by alternative proposals providing emailed notice of intent is delivered to Adrian Limpus at least 24 hours prior to the deadline for closing noted above. Proposals must remain valid for 60 days following the RFP closing date and time noted. Proposals are irrevocable after the closing date and time.

4.10 Acceptance of Proposals

This RFP is not an agreement to purchase goods or services. The RDN is not bound to enter into a Contract with any Proponent. Proposals will be assessed in light of the proposal review criteria. The RDN will be under no obligation to receive further information, whether written or oral, from any Proponent. The offer of services will prevail whether accurate or not. The acceptance of any proposal may be subject to approval by the Board of the RDN.

4.11 Definition and Form of Contract

The receipt of an offer of services with a proposal will not constitute a contract. A contract will not be entered into until the RDN accepts a proposal and the RDN and the Proponent enter into a full written Contract. Only after a contract is mutually agreed to and signed by both parties, will a Proponent acquire any legal or equitable rights or privileges.

Appendix B contains the contract for Consulting Engineering Services which will be expected to be signed by the selected Proponent and identifies insurance requirements and deliverable formatting requirements for consulting assignments associated with this agreement.

4.12 Agreement with Terms

By submitting a proposal the Proponent agrees to all the terms and conditions of this RFP. Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do otherwise will invalidate the proposal.

4.13 Modification of Terms

The RDN reserves the right to modify the terms of this RFP, in its sole discretion, at any time up to 2 working days prior to the noted closing date. This includes the right to cancel this RFP at any time without entering into a Contract.

4.14 Liability for Errors

While the RDN has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the RDN, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

4.15 Acceptance of Proposals

The RDN reserves the right, at its sole discretion to waive any defect or irregularity in any or all Proposals and to negotiate with any Proponent. The RDN also reserves the right to:

- Accept any Proposal
- Reject any Proposal
- Reject all Proposals
- Reject a Proposal even if it is the only one received
- Contact any or all Proponents to clarify or confirm information provided, without any obligation to Contact any other Proponent
- Invite any or all Proponents to provide brief presentations
- Negotiate with one or more Proponents without any obligation to advise, consult with, or enter into more discussions with any Proponent.

All of the above as considered by the RDN to be in its best interests.

4.16 Ownership of Responses

All documents submitted to the RDN become the property of the RDN. The RDN is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while Section 21 of that *Act* does offer some protection for third party business interests, the RDN cannot guarantee that any information provided to the RDN can be held in confidence. To the extent that is it legally able to do so the RDN may, but will not be obligated to, hold in confidence any information specifically identified by the Proponent as being confidential.

4.17 Confidentiality of Information

Information pertaining to the RDN obtained by the Proponent as a result of participation in this RFP is confidential and must not be disclosed without written authorization from the RDN.

4.18 Not a Tender Call

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process.

4.19 Safety

The successful Proponent will be expected to follow all requirements of the *BC Occupational Health and Safety Regulation* and *Workers Compensation Act*. The Consultant will be considered the Prime Contractor under Worksafe BC requirements.

4.20 Environmental Management System

The Proponent must comply with environmental requirements of the Wastewater Service's Environmental Management System (ISO 14001:2015). These requirements are specified in the department's Contractor-Supplier Package which must be signed by the successful Proponent.

This package can be found on the following webpage:

<http://www.rdn.bc.ca/cms/wpattachments/wpID1139atID6422.pdf>

5. Submission Format

The Proposal should not be more than fifteen (15) pages in length, excluding title page, cover letter, table of contents, resumes, and project data sheets. Each Proposal will be arranged as follows:

Title Page Showing the closing date and time, Proponent name, address, and contact persons.

Letter of Introduction (Signed Offer)

One page, introducing the Proponent and signed by the person(s) authorized on behalf and to bind the Proponent to statements made in response to this RFP.

Table of Contents – Include page numbers

Executive Summary

Section 1: Staff Qualifications and Experience

- Include brief description of experience of each of the key proposed personnel, including proposed duties, responsibilities and office location
- Include proposed team organization chart
- Provide an overview of the experience of key team members with the SCADA equipment and specification identified in the scope (**See Section 3.0**).
- Provide background on your staff and firm's capacity to provide on-call SCADA maintenance and support services for the RDN's wastewater facilities.
- List sub-consultants required and capabilities of sub-consultant team members.
- The home office/location of each consulting team member must be identified.
- Appendix A will contain detailed resumes of the consultant's team members and sub-consultant team members (if applicable).

Section 2: Corporate Experience

- Describe the type of company or companies involved
- Description of the company size and depth
- Describe the Company's capability (experience) to undertake this assignment
- Describe the firm's quality management protocols.

Section 3: Relevant Experience

- List five relevant SCADA support names, scope of work, value of projects, value of services provided, company personnel involved and client/owner references with contact names and telephone numbers
- Explain how these projects demonstrate experience with similar SCADA software and electrical, instrumentation, and controls systems to those used by the RDN (See **Section 3.0**).
- Demonstrate how these projects show how the Proponent will provide response in urgency/emergency situations. Discuss the system the consultant used in these projects to track changes made to a SCADA system.
- List familiarity and experience with the RDN's wastewater facilities
- If desired, data sheets for up to 8 projects may be attached in Appendix B. Project data sheets must not exceed one page per project.

Section 4: Project Management Approach and Methodology

- Provide an outline of SCADA support services to be provided. Discuss the project management approach to be used for this project.
- Provide an organization chart showing key individuals from the firm and roles and responsibilities in terms of provision of SCADA support.
- Provide information on how SCADA support services will be provided if your main office is located outside the RDN (i.e. How will traveling be handled and what will the associated costs be).
- Proponents with key team members not located on Vancouver Island should explain how quick response times will be provided in the event of emergency or urgent situations and/or how routine work could be done remotely.
- Provide response times for normal, urgent, and emergency scenarios. Discuss how your firm would be able to provide 24 hour / 7 day availability to the RDN in the event of urgent and emergency scenarios.
- Provide a brief discussion of the approach to project management for this assignment
- Provide background on your firm's process for tracking changes made to a SCADA system, updating drawings, field reports, and project documentation.

- Discuss your system for the formatting of deliverables prepared for consulting assignments as part of this contract. Please note the RDN has identified requirements for deliverable formatting in the contract in **Appendix B** (in Schedule “A” Section 6.1)

Section 5: Fee Structure

- Provide an outline of the proposed fee structure for the SCADA support services to be provided for the one year agreement and for the two (2) possible one (1) year agreement extensions. All possible fees and charges must be identified.
- Provide charge-out rates for the individuals listed in the RFP.
- Advise whether travel time is to be charged and if so, at what rates.
- Please describe how key team members will be travelling to RDN sites (i.e. by ferry, float plane, etc.). Provide the anticipated travel cost per a local site visit and estimate how often local site visits will be required.

The Fee Schedule must be submitted in a separate envelope within each Proposal submitted. The Fee Schedule will be reviewed after the other sections of the proposal as a two envelope system.

Appendix A –Team Member Resumes

- Please include detailed resumes for SCADA support team members and sub-consultant team members that show experience with the specific SCADA equipment, software, specializations, and certifications requested in the scope (**Section 3.0**).

Appendix B – Project Sheets

- Please include the Project Datasheets requested in **Section 3: Relevant Experience** (for up to 8 projects)

6. Evaluation

Proposals will be evaluated according to the following criteria:

6.1 Project Team Experience (30%)

The Proponent's project team experience will consist of 30% of the evaluation.

- Proposals will be evaluated based on the firms' organization and proposed team, including sub-consultants and specialists.
- The evaluation will consider individual team member's experience with on-call SCADA maintenance and support for wastewater treatment plant, pump stations, and linear instrumentation. The evaluation will also consider experience with electrical, instrumentation, and controls systems similar to those used by the RDN.
- The evaluation will also focus on the experience of individual team members with areas of specialization for SCADA systems in the scope **(Section 3.0)**. Please ensure resumes of team members are detailed enough to show the experience of team members with the SCADA programs and equipment, certifications, and areas of specialization requested.

6.2 Past Performance, Corporate Experience, and References (20%)

Past performance, corporate experience, and references will consist of 20% of the evaluation.

- Preference will be given to firms that can demonstrate their experience with wastewater on-call SCADA maintenance and support services of a similar nature to the SCADA system used by Wastewater Services.
- Preferences will also be given for projects that demonstrate provision of SCADA support with rapid response to urgent and emergency situations outside regular working hours, and to projects in which an efficient system was established to document changes to a SCADA system.
- Preference will also be provided to Proponents which can demonstrate that SCADA support services were completed by the same team members who would be providing SCADA support to the RDN.

6.3 Project Management Approach and Methodology (30%)

Project management approach and methodology will consist of 30% of the evaluation.

- Proponents should describe the project management of the consulting team, main project contacts, contact protocols, and show the relationship between key members of the project team.
- Proponents should discuss their approach to establishing a scope and budget for a SCADA support project as identified by RDN staff.
- The Proponent should also describe their approach to controlling consulting costs on a project. The Proponent should also discuss their approach towards jointly establishing the scope for projects in advance with the RDN, and keeping the RDN fully aware of the implications of any change of direction to minimize scope changes.
- Proponents should also discuss how travel time will be handled. The evaluation will also consider the office location of key team members and implications on travel and response time in urgent and emergency situations.
- Preference will also be given to Proponents that have a clear process for documenting changes in a SCADA system, updating drawings, field reports, and project documentation. Preference will also be provided to Proponents that have a system for the formatting of deliverables that meets RDN requirements.

6.4 Fee Structure (20%)

The consulting fee structure will consist of 20% of the evaluation points.

- Identify charge out rates for each individual identified in the project team. Hourly rates must include local travel. Proponents must identify any and all travel costs expected.
- The Proponent must describe how charge out rates will be adjusted on an annual basis for the one year contract and for the two (2) possible one (1) year extensions of the agreement. All possible fees and charges must be identified.
- The financial evaluation will also consider the impact of travel costs for local site visits if key team members are located away from Vancouver Island.

APPENDIX A: RECEIPT CONFIRMATION FORM



Request for Proposals for On-call SCADA Maintenance and Support for Wastewater Services

Closing date and time: Prior to 2:00 PM (14:00 hours) Wednesday, July 5, 2017

As receipt of this document, and to directly receive any further information about this Request for Proposals, please return this form to:

Adrian Limpus
Engineering Technologist – Wastewater Services
6300 Hammond Bay Rd, V9T 6N2
Regional District of Nanaimo
wwscada@rdn.bc.ca

Please note the last day to send enquiries is the end of working day on June 28, 2017.

COMPANY NAME: _____

STREET ADDRESS: _____

CITY/PROVINCE: _____

POSTAL CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

SIGNATURE: _____

APPENDIX B:

CONTRACT FOR ON-CALL SCADA MAINTENANCE AND SUPPORT FOR WASTEWATER SERVICES

REGIONAL DISTRICT OF NANAIMO

ENGINEERING CONSULTANCY AGREEMENT

THIS AGREEMENT made the day of 2017.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo BC
V9T 6N2

AND: OF THE FIRST PART (hereinafter called the "Regional District")

OF THE SECOND PART (hereinafter called the "Consultant")

WHEREAS:

- a) The Regional District intends to engage the professional services of the Consultant in connection with the Project for the term of this Agreement;
- b) The Regional District called for proposals for engineering consulting services to the Regional District on an as-needed basis;
- c) The Consultant in reply to the proposal call submitted a proposal dated the (the "**Proposal**") which the Regional District has accepted under the terms set out herein;
- d) The Regional District has agreed to engage the Consultant, and the Consultant has agreed to be engaged by the Regional District in respect of the Proposal on the terms and subject to the conditions set out in this Agreement.

NOW THEREFORE the Regional District and the Consultant, in consideration of their mutual duties and responsibilities to one another as set out in this Agreement, agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 "**Agreement**" means this Agreement for professional services, the Consultant's proposal, and all other schedules attached to this Agreement.
- 1.2 "**Consultant's Proposal**" means the proposal submitted by the Consultant to the Regional District, and which is attached to and forms part of this Agreement as Schedule "C".
- 1.3 "**Disbursements**" means the reimbursable expenses detailed in Article 4.
- 1.4 "**Project**" shall refer to the Project described in paragraph 1.0 of Schedule "A".

- 1.5 **"Project Coordinator"** means the Manager of Wastewater Services appointed by the Regional District and designated as Project Coordinator.
- 1.6 **"Services"** means the Consultant's duties and responsibilities to the Regional District as described in Schedule "A".
- 1.7 **"Sub-Consultant"** means any registered professional engineer, scientist, architect or other specialist engaged by the Consultant in connection with the Project.

ARTICLE 2 - CONSULTANT'S DUTIES AND RESPONSIBILITIES TO THE REGIONAL DISTRICT - THE CONSULTANT MUST:

- 2.1 Render the Services to the Regional District under this Agreement with that degree of care, skill and diligence normally provided by Consultants having similar qualifications in the performance of duties of a similar nature to that contemplated by this Agreement at the time and place that such services are rendered and more particularly set out in Schedule "A".
- 2.2 Charge for the performance of all of the Service only the fees and disbursements authorized under this Agreement.
- 2.3 Perform the Services to be provided in this Agreement agreed upon in the work program schedule within the time limits specified in Schedule "A" or, if no time limit is specified for the project or for a particular component of the project, the Consultant will perform the services promptly.
- 2.4 Obtain and maintain the insurance in accordance with Schedule "B" of this Agreement.
- 2.5 Engage Sub-Consultants as permitted by this Agreement.

ARTICLE 3 - REGIONAL DISTRICT'S DUTIES AND RESPONSIBILITIES TO THE CONSULTANT - THE REGIONAL DISTRICT MUST:

- 3.1 Make available to the Consultant all relevant information or data pertinent to the Project which is in the hands of the Regional District and is required by the Consultant and instruct the Consultant to the extent of the Regional District's ability as to the Regional District's total requirements in connection with the project. The Consultant will be entitled to rely upon the accuracy and completeness of such information and data furnished by the Regional District, except where it is a breach of the standard of care set out in section 2.1 or unreasonable to do so.
- 3.2 Authorize the Consultant to act as its agent for such purposes as are necessary to the Consultant providing the Services.
- 3.3 Give reasonably prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to the Regional District by the Consultant, and, whenever prompt action is necessary, where possible inform the

Consultant of a decision in such reasonable time so as not to delay the services of the Consultant.

- 3.4 Pay to the Consultant the consultancy fee the Services rendered under this Agreement determined in accordance with Schedule "A" to this Agreement.

ARTICLE 4 - REIMBURSABLE EXPENSES

- 4.1 The Regional District must pay to the Consultant within thirty (30) days of receipt of invoice, the following disbursements incurred by the Consultant in rendering the Services:
- (a) The expense of necessary and reasonable transport, subsistence and lodging in connection with the Project as set out in Schedule "A".
 - (b) The expense of Sub-Consultants as per their invoices with a mark-up if applicable as identified in the accepted Consultant's Proposal in Schedule "C".
 - (c) All other reasonable and necessary disbursements made by the Consultant in rendering the Services, other than those listed above.
 - (d) All the Consultant's direct costs of reasonable office photocopying, printing, reproductions, mailing, packaging, shipping, deliveries, and duties, long distance telephone charges and sales tax and goods and services tax and other normal disbursements necessarily incurred by the Consultant in connection with the performance of this Agreement.
- 4.2 Except as otherwise agreed in writing the Regional District shall not be liable to pay or reimburse the Consultant for any other costs incurred or expenditures made on behalf of the Regional District.
- 4.3 The Consultant must keep and maintain accurate time sheets, proper accounts and records of all expenditures in connection with the Services performed under this Agreement, and these shall at all times be open to audit and inspection by the authorized representative of the Regional District.
- 4.4 The Consultant must submit monthly statements and vouchers to the Regional District to verify all disbursements.

ARTICLE 5 - TERMINATION AND SUSPENSION

BY THE REGIONAL DISTRICT:

- 5.1 If the Consultant is in default in the performance of any of its material obligations set forth in this Agreement, then the Regional District may, by written Notice to the Consultant require such default to be corrected. If within thirty (30) days after receipt of such Notice the default has not been corrected or reasonable steps to correct the default have not been taken, the Regional District, without limiting any other right he may have, may immediately terminate this Agreement and must pay the Consultant for the services rendered and disbursements incurred by the Consultant to the date of termination, less any amounts necessary to compensate the Regional District for

damages or costs incurred by the Regional District or by any person employed by or on behalf of the Regional District arising from the Consultant's default.

- 5.2 If the Regional District is unwilling or unable to proceed with the Project, the Regional District may terminate this Agreement by giving fifteen (15) days prior written notice to the Consultant. Upon receipt of such written Notice, the Consultant must perform no further Services other than those reasonably necessary to close out his Services. In that event the Regional District must pay the Consultant for all Services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination, up to the amount of the maximum fee.

BY THE CONSULTANT:

- 5.3 If the Consultant's Services are suspended by the Regional District at any time for more than thirty (30) days and the suspension is not related to an act or default of the Consultant, then the Consultant shall have the right at any time until such suspension is lifted by the Regional District, to terminate this Agreement upon giving written Notice of termination to the Regional District and the Regional District must pay the Consultant for all Services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension, unless the parties otherwise agree in writing.

ARTICLE 6 - ARBITRATION

- 6.1 All matters in dispute under this Agreement may, with the concurrence of both the Regional District and the Consultant, be submitted to arbitration pursuant to the *Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
- 6.2 No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the Regional District or the Consultant.
- 6.3 If the parties cannot agree on the choice of an arbitrator each party shall select a nominee and the nominees shall jointly appoint an arbitrator.
- 6.4 The laws of the Province of British Columbia shall govern this Agreement and any arbitration or litigation in respect thereof.
- 6.5 The award of the arbitrator shall be final and binding upon the parties.
- 6.6 Costs of the arbitration must be divided equally between the parties.

ARTICLE 7 - CONFIDENTIALITY AND OWNERSHIP

- 7.1 The Consultant must not disclose any information, data or secret of the Regional District to any person other than representatives of the Regional District duly designated for that purpose in writing by the Regional District and must not use for the Consultant's own purposes or for any purpose other than those of the Regional District any information, data or secret the Consultant may acquire as a result of being engaged pursuant to this Agreement.

- 7.2 The Consultant must not, during the term of this Agreement perform a service for, or provide advice to any person, firm or corporation, which gives rise to a conflict of interest between the obligations of the Consultant under this Agreement and the obligation of the Consultant to such other person, firm or corporation.
- 7.3 All plans, maps, reports, specifications, manuals, preliminary drafts, copies, data and information and all other property and materials which are produced under this Agreement are and will remain the property of the Regional District even though the Consultant or another party has physical possession of them. Until the termination of this Agreement, the Consultant may retain copies, including reproducible copies, of maps, reports, manuals, data or information in connection with the Services. The Consultant must not use the maps, reports, manuals, plans, specifications, preliminary drafts, copies, data, information or other property and materials which are produced under this Agreement on other projects or for other clients except with written consent from the Regional District.
- 7.4 Upon termination of this Agreement, the Consultant must turn over to the Regional District all maps, reports, plans, specifications, manuals, preliminary drafts, copies, data and information and all other property and materials produced under this Agreement.
- 7.5 The parties to this Agreement recognize that a breach by the Consultant of any of the requirements contained in paragraphs 7.1 to 7.4 hereof would result in damages to the Regional District and that the Regional District could not adequately be compensated for such damages by monetary award. Accordingly, the Consultant agrees that, in the event of any such breach, in addition to all other remedies available to the Regional District at law or in equity, the Regional District shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with this article.
- 7.6 It is understood and agreed that the agreements contained in paragraphs 7.1 to 7.5, 18.1 and 18.2 shall subsist even if the rest of this Agreement shall be terminated for any reason whatsoever and that those paragraphs are severable for such purpose.

ARTICLE 8 - DESIGNATED REPRESENTATIVES

- 8.1 The Regional District has designated the Manager of Wastewater Services as Project Coordinator to act on the Regional District's behalf with respect to the performance of this Agreement and may at any time or from time to time or afterwards by notice in writing to the Consultant, designate another person to act in the place and stead of any person previously designated.
- 8.2 The Consultant has designated _____, as representative to act on the Consultant's behalf with respect to the performance of this Agreement (herein referred to as the "Project Manager") and may at any time or from time to time thereafter, upon written approval from the Regional District, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

ARTICLE 9 - NOTICES

- 9.1 Unless otherwise specified herein, any Notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, telexed or sent by facsimile to or delivered at the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such Notice will be deemed to have been received seventy-two (72) hours after being mailed, telexed or faxed, seventy-two (72) hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such services which have not been so interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

ARTICLE 10 - ENTIRE AGREEMENT

- 10.1 This Agreement constitutes the entire Agreement between the Regional District and the Consultant and supersedes all previous expectations, understandings, communications, representations and agreements whether verbal or written between the Regional District and the Consultant with respect to the Services and may not be modified except by subsequent agreement in writing executed by the Regional District and the Consultant.
- 10.2 The Regional District may issue to the Consultant a Change Notice to make changes to the work, omit part of the work, or require additional work. A Change Notice shall form a schedule to this Agreement and the terms of the Change Notice shall prevail over any other provision of the Agreement, in the event of an inconsistency between them. The Regional District and the Consultant shall appraise the value of the changes to the work specified by the Change Notice, and within sixty (60) days of receipt of the Change Notice, agree on the new price to be paid for the work or the reduction in the fee payable to the Consultant.

ARTICLE 11 - NO DUTY OF CARE

- 11.1 The Consultant acknowledges that the Regional District, in the preparation of the contract documents, supply of oral or written information to consultants, review of proposals or the carrying out the Regional District's responsibilities under this Agreement, does not owe a duty of care to the Consultant and the Consultant waives for itself, its successors and assigns, the right to sue the Regional District in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the Request for Proposals, supply of oral or written information to proponents, review of proposals, or carrying out of the Regional District's responsibilities under this Agreement except as specified in Article 3.

ARTICLE 12 - WAIVER

- 12.1 Except as may be specifically agreed in writing, no action or failure to act by the Regional District or the Consultant shall constitute a waiver of any right or duty afforded any of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.

ARTICLE 13 - RELATIONSHIP

- 13.1 The legal relationship between the Consultant and the Regional District arising pursuant to this Agreement is that of an independent contractor and purchaser of such services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Consultant and the Regional District to be that of employee and employer.

ARTICLE 14 - VALIDITY

- 14.1 If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

ARTICLE 15 - LAW

- 15.1 This Agreement shall be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia.

ARTICLE 16 - HEADINGS

- 16.1 The captions or headings appearing in this Agreement are inserted for convenience.

ARTICLE 17 - TRANSFER OF INTEREST

- 17.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer any interest in this Agreement without the prior written consent of the Other.
- 17.2 Whenever the singular or masculine is used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context of the parties to require.

ARTICLE 18 - INDEMNIFICATION

- 18.1 The Consultant shall release, indemnify and keep indemnified the Regional District, its officers, employees, servants, agents and contractors of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from an error,

omission or negligent act or delay of the Consultant in the performance of the Services by the Consultant or Sub-Consultant or arising from the breach of this Agreement by the Consultant or a Sub-Consultant.

- 18.2 The Consultant shall compensate the Regional District for any loss or any damage to the Regional District's premises or property, arising out of the performance of the Services.

ARTICLE 19 - SAFETY

- 19.1 The Consultant will comply with all statutory occupational health and safety requirements under or in connection with the *Workers Compensation Act* in performance of the Services and the Consultant represents and warrants to the Regional District that it is in compliance with all requirements of the *Workers Compensation Act*, including with respect to registration and payment of assessments. The Consultant must also comply with all site-specific safety and personal protective equipment (PPE) requirements at all times.
- 19.2 The Consultant will be considered a Prime Contractor under Worksafe BC requirements.

ARTICLE 20 –ENVIRONMENTAL MANAGEMENT SYSTEM

- 20.1 Whereas the Regional District of Nanaimo's Wastewater Services (WWS) is operating to the ISO 14001:2015 standard, it is a condition of this contract that the Contractor comply with the WWS' Environmental Management System (EMS).

As per PM-08.0 Element 7.2 Competence and Element 7.3 Awareness, paragraph 5.11 of the WWS' EMS Policy and Procedure Manual:

1. Any contracted personnel whose activities can create a significant impact (as defined by the WWS' EMS) on the environment are required to undergo training. Such training will require one session of approximately one half hour.
2. While the Regional District of Nanaimo (the RDN) will provide the initial training to a representative Contractor, it is the responsibility of the Contractor to train the Contractor's own personnel, as well as any personnel of the Contractor's Subcontractor who will be working on a site of WWS.
3. The Contractor hereby warrants that it will provide any ISO 14001 related training which the RDN deems necessary to the Contractor's own personnel and any personnel of the Contractor's Subcontractor and will forward records thereof to the RDN at no additional charge to the RDN.

IN WITNESS WHEREOF the Regional District of Nanaimo and the Consultant have executed this Agreement as of the day, month and year first above written hereto have set their hands and seals as of the day and year first above written

REGIONAL DISTRICT OF NANAIMO

by its authorized signatories:

_____)
 _____)
 _____)
 _____)

_____)
 _____)
 _____)
 _____)

by its authorized signatories:

_____)
 _____)
 _____)
 _____)

SCHEDULE "A"**CONSULTANT'S SERVICES, SCHEDULE AND FEES****1.0 THE PROJECT**

- 1.1 The Project is to act as a Regional District of Nanaimo consultant that would conduct various engineering assignments as requested by the Wastewater Services department pertaining to SCADA, Electrical, Instrumentation, and Controls for the wastewater system.

2.0 THE SERVICES

- 2.1 The Services consist of all work necessary to provide advice, assistance, documents, plans, analyses necessary to the Project or as requested by the Regional District in connection with the Project in accordance with the Consultant's Proposal and this Agreement.
- 2.2 The Services shall be defined as specific tasks by the Regional District and identified by way of a specific purchase order with an associated scope of work.
- 2.3 Consulting rates and other fees and charges identified in the proposal are fixed over the term of the agreement. All fees and charges must be identified in the proposal.

3.0 TERM AND SCHEDULE

- 3.1 The Services shall be provided commencing with the date of execution of this contract by the Regional District and shall be for a period of one (1) year.
- 3.2 The term for performance of the Services may be extended for two (2) additional one (1) year terms at the option of the Regional District.
- 3.3 The Regional District and the Consultant may amend this Schedule by written agreement.

4.0 ASSIGNING WORK

- 4.1 The Consultant shall work with the Regional District to assign work to the Consultant's employees with the qualifications and experience to do the work to the appropriate standard.

5.0 ADDITIONAL WORK

- 5.1 The Regional District may, in its discretion, request that the Consultant provide additional services beyond the scope of Services contained in the Proposal.

6.0 DELIVERABLES

- 6.1 The Consultant shall provide written and oral reports as required by the Project.
- 6.2 The following requirements pertain to formatting of Deliverables such as engineering reports, drawings, and spreadsheets prepared in consulting assignments associated with this contract:
- The Consultant will provide the Regional District with digital files for the projects which fall under this contract. This includes but is not limited to: Adobe Acrobat Portable Document Format (PDF), AutoCAD (DWG), Microsoft Word (DOC), Excel (XLS, etc.).
 - If the Consultant decides to use password protection for digital files, the consultant must provide the Regional District staff a copy of this password when submitting files and/or on request by Regional District staff.
 - The Consultant must provide deliverables in a format that meets internal protocols for the storage and labelling of digital files. Engineering drawings must be produced to meet RDN requirements for storage on SharePoint, for example using the correct drawing bindings and use of the RDN's library reference numbers.
 - All hard copy deliverables upon the completion of any given project must also be able to be transmitted to the Regional District digitally.

7.0 PAYMENT

- 7.1 The amount payable by the Regional District to the Consultant for fees and disbursements is in accordance with the Consultant's Proposal.
- 7.2 The Consultant will be paid for work performed on a monthly basis, including fees and disbursements. The Regional District's payment policy is a minimum of thirty (30) days from date of invoice.
- 7.3 A completed Regional District invoice Consultant Progress Certificate must be submitted with each billing.

SCHEDULE "B"

INSURANCE

1. The Consultant will, at their own expense, provide and maintain until the completion of the Project the following insurance in a form acceptable to the Regional District with an insurer licensed in British Columbia:

(a) Comprehensive Public Liability and Property Damage	\$3,000,000.00
(b) Professional Liability	\$2,000,000.00
(c) Automobile Insurance (owned and non-owned)	\$3,000,000.00

The Consultant shall require that each of his Sub-Consultants provide evidence of the aforementioned insurance in the name of the Sub-Consultant to that set forth under this clause.

In all policies of insurance called for by this clause (except professional liability and automobile insurance on vehicles owned by the Consultant) the Regional District shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each additional insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the Regional District.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the Regional District.

2. The Consultant shall provide the Regional District with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.
3. Maintenance of such insurance and the performance by the Consultant of their obligation under this clause shall not relieve the Consultant of liability under the indemnity provisions set forth herein.

SCHEDULE "C"

**ON-CALL SCADA MAINTENANCE AND SUPPORT
FOR WASTEWATER SERVICES**

CONSULTANT'S PROPOSAL