



## **Request for Proposals**

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# **Detailed Design Services Chase River Forcemain No. 1 Replacement and Pump Station Upgrades**

**Issue Date:**

February 1, 2018

**Closing Time:**

Proposals must be received before 4:00 PM PST on March 8, 2018

**Closing Location:**

Regional District of Nanaimo  
Main Reception – 2<sup>nd</sup> Floor  
6300 Hammond Bay Road  
Nanaimo, B.C. V9T 6N2  
Attention: Regional and Community Utilities

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## 2 Summary of Opportunity

The Chase River Pump Station receives wastewater from the south end of the City of Nanaimo. Wastewater from the Pump Station is conveyed approximately 1.1 km northward along Haliburton Street to the Nanaimo Interceptor Pipeline through the twin 450 mm diameter Ductile Iron pipes (Chase River Forcemains No. 1 and 2). The Forcemains were installed in 1980 and 1998 respectively. Several leaks on Forcemain No. 1 were detected in 2017 and the need for a full-scale replacement of the forcemain was identified.

The purpose of this RFP is to select a firm having the experience and expertise needed to work with RDN staff in the provision of detailed design, permitting, and tender support for the replacement of Forcemain No.1 and upgrades to the Chase River Pump Station. The new Forcemain upgrade will generally follow the same alignment and grade of the existing Forcemain No. 1 with the exception of the Chase River crossing.

The design objectives for the forcemain replacement and pump station include:

- Remove and replace Chase River Forcemain No. 1 with new upgraded High Density Polyethylene (HDPE) or PVC pipe in the same alignment and grade, sized to accommodate future capacity and redundancy for maintenance with Forcemain No. 2 out of service.
- Re-align the new forcemain along a bridge-mounted crossing over Island Highway across Chase River existing bridge as above grade support.
- Provisions for improved Pump Station grit and rock removal at the pump station inlet.
- Expanded forcemain valve chamber with access / egress improvements.
- Upgrades to the existing septage receiving facility.

The proposed construction methodology of the project is to undertake the construction phase during dry weather flows (May to October 2019), allowing Forcemain No. 1 to be isolated and replaced while all live sanitary flows are diverted to Forcemain No. 2.

Additional background information is provided in Section 5.1 of this Request for Proposals (RFP).

## 3 Instructions to Proponents

### 3.1 Invitation

The RDN invites proposals from qualified Proponents to provide detailed design and construction services for the Chase River Forcemain No. 1 Replacement and Pump Station Upgrades Project.

### 3.2 Delivery of Proposals

Proposals must be submitted by hard copy, delivered to the Closing Location. Proposal submissions will utilize a two-envelope process where the Technical and Financial Submissions are provided in separate sealed envelopes.

The Proponent shall provide four (4) complete hard-copies of the Technical Submission and one (1) complete hard-copy of the Financial Submission, and one (1) electronic copy of both the Technical and Financial Submissions on a separate storage device (CD, DVD, USB) prepared in PDF format. The Proposals shall be delivered before the Closing Time to the Closing Location address on the front cover of this RFP. Should there be any difference between the hard copy and the electronic copy, the hard copy will prevail.

Proposals sent by facsimile (fax) or e-mail will not be accepted. The RDN reserves the right to extend the Closing Date at its sole discretion.

### 3.3 Proposal Documents

The Proponent is solely responsible for ensuring that a complete Proposal, including all attachments or enclosures, is received by the RDN before the Closing Time. Incomplete Proposals may be rejected at the sole discretion of the RDN.

Proponents intending to submit a Proposal will return the Receipt Confirmation Form provided in Appendix "A". Receipt Confirmation Forms may be emailed to the named RDN Representative.

Failure to return the Receipt Confirmation Form may result in no further communication regarding the RFP.

### 3.4 Enquiries

All enquiries or clarifications related to this RFP including any requests for information shall be directed in writing by email to the RDN Representative. Proponent is responsible to obtain all reference information, drawings, and specifications required for the design from the RDN Representative. Enquiries shall be made no less than five (5) working days prior to Closing Time.

### 3.5 Proponent's Information Meeting

An optional Proponent information meeting will be held at the Chase River Pump Station located at: **1174 Island Highway, Nanaimo, BC** on **February 13, 2018 at 1:00 PM PST**. Additional Proponent information meetings may be considered upon request.

### 3.6 Addenda

If the RDN determines that an addendum is required to the RFP, the RDN will issue a written addendum posted to BC Bid or otherwise distributed to prospective Proponents at the discretion of the RDN. It is the

sole responsibility of the Proponent to check for Addenda on BC Bid and ensure all addenda is included prior to submitting your Proposal.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the RDN Representative. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

All issued Addenda will be incorporated into and become a part of this RFP. Failure to acknowledge and address all Addenda in a Proposal may render the Proposal invalid. All Addenda will be issued by the RDN no less than three (3) business days prior to Closing Time.

### **3.7 Late Proposals**

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Proposals will be marked with their receipt time at the Closing Location. In case of a dispute, the proposal receipt time as recorded by the RDN at the Closing Location will prevail.

### **3.8 Proposal Validity**

Proposals must be valid for at least 90 days after the Closing Time.

### **3.9 Changes to Proposals**

Proposals may be withdrawn before the Closing Time upon written notice delivered at least twenty-four (24) hours before the Closing Time to the RDN Representative.

Withdrawn Proposals may be replaced by amended Proposals providing written notice of intent is emailed at least twenty-four (24) hours before the Closing Time to the RDN Representative. Upon Closing Time, all Proposals become irrevocable. The Proponent will not change any part of its Proposal after the Closing Time unless requested by the RDN for purposes of clarification.

## 4 Administrative Requirements

### 4.1 Definitions

Throughout this RFP, the following definitions apply:

**“Addenda”** means all additional information regarding this RFP including amendments to the RFP.

**“BC Bid”** means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca).

**“Business Day(s)”** means a standard day for conducting business, excluding government holidays and weekends.

**“Claim”** means any claim, demand, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.

**“Closing Location”** includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable.

**“Closing Time”** means the closing time and date for this RFP as set out on the cover page of this RFP.

**“Contract”** means the written agreement resulting from the RFP executed by the RDN and the successful Proponent.

**“must”, “shall” or “mandatory”** means a requirement that must be met in order for a proposal to receive consideration.

**“Project”** means the preliminary design and other services for the Bay Avenue Wastewater Pump Station Replacement specified in this RFP.

**“Proponent”** means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP.

**“Proponent Team”** includes the prime consultant, and its key individuals and key firms as may be changed pursuant to this RFP.

**“Proposal”** means a written response to the RFP that is submitted by a Proponent;

**“RDN”** means Regional District of Nanaimo.

**“RDN Representative”** means the individual named as the contact person for the RDN in the RFP.

**“Request for Proposals” or “RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the RDN by Addenda.

**“should”, “may” or “weighted”** indicates a significant degree of importance to the objectives of the Request for Proposals.

## **4.2 Acceptance of Terms and Conditions**

The submission of a Proposal constitutes agreement of the Proponent that all the terms and conditions of this RFP are accepted by the Proponent and incorporated in its Proposal.

A Proposal should be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent's Proposal. A completed Proposal Declaration Letter with the content noted in Appendix "B" must be included with all Proposals.

## **4.3 Examination of RFP Documents and Site**

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including all attached Appendices, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

A summary of information related to this project that will be available to Proponents during the RFP stage is provided in Appendix "C". Access instructions for downloading the information from the RDN FTP site will be provided upon return of the Receipt Confirmation Form included in Appendix "A".

## **4.4 Proponents Expenses**

Proponents are solely responsible for their own expenses in preparing, submitting Proposals, and for any meetings, negotiations or discussions with the RDN or its representatives and contractors relating to or arising from this RFP.

## **4.5 Evaluation**

Proposals will be evaluated according to the criteria as set out in this RFP. The RDN will be under no obligation to receive further information, whether written or oral, from any Proponent. The RDN is under no obligation to perform any investigations or otherwise verify any statements or representations made in a Proposal.

## **4.6 Debriefing**

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the RDN.

## **4.7 Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

Any Contract executed by the RDN and the selected Proponent will be substantially similar to the terms and conditions of the Professional Services Agreement in Appendix D. No additional terms and conditions may be submitted with Proposals.

## **4.8 Conflict of Interest**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the RDN, its elected or appointed official, employees or contractors. The RDN may rely upon such disclosure. By submitting a Proposal, the Proponent

represents that it is not aware of any circumstances that would give rise to an actual or potential conflict of interest in respect of the RFP.

#### **4.9 Solicitations of RDN Staff, Board Members, Contractors**

Proponents and their agents will not contact any member of the RDN Board, RDN staff or RDN contractors with respect to this RFP, other than the RDN Representative, at any time prior to entering into a Contract or the cancellation of this RFP.

#### **4.10 Limitations of Liability**

The RDN, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the RDN. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The RDN, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

#### **4.11 No Implied Approvals**

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of the Proponent to obtain such approval, permit or license prior to commencement of the work under the anticipated Contract.

#### **4.12 No RDN Obligation**

This RFP does not commit the RDN in any way to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, nor to award a Contract. The RDN reserves the complete right to reject all Proposals at any time, and to terminate this RFP process for any reason.

#### **4.13 Right to Modify Terms**

The RDN, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The RDN reserves the right following the Closing Time, and in accordance with the terms of this RFP, to negotiate with one or more Preferred Proponents any modifications or variation of the terms of the RFP, including any of the documents referred to in the definition of "Contract" herein or any modification or variation of the terms of any Proposal, including price, that the RDN considers to be in its best interests. For certainty and without limiting the foregoing, the RDN may, for the purpose of entering into a Contract with any Proponent, amend the description of the work included in this RFP so that it accurately reflects the services to be provided by the Proponent.

#### **4.14 Ownership of Proposals**

Each Proposal submitted, as well as any other documents received from a Proponent associated with the Proposal, becomes the property of the RDN, and as such is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA). All Proponents submitting Proposals pursuant to this



RFP are advised that such Proposals will be treated as public documents and the contents of the same disclosed upon written request if required to do so pursuant to the Act.

#### **4.15 Confidentiality Agreement**

The RFP documents, or any portion thereof and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the RDN on a confidential basis as a result of or during the course of the RFP process.

## 5 Scope of Services

### 5.1 Background and General Scope of Project

The Chase River Pump Station and Forcemain No. 1 were constructed in 1980. In 1998 a second 450 mm diameter forcemain (Forcemain No. 2) was constructed to twin the existing line due to hydraulic limitations in the existing forcemain which increased the potential for overflows to the Chase River.

The Pump Station includes five (5) submersible 110 hp Flygt Model 3231 pumps, each with a rated capacity of approximately 200 L/s at 30 m TDH. Both Forcemains are currently put into service during peak flows, leaving no redundancy in the event that one forcemain needs to be taken out of service for maintenance or repair.

In 2017, several major leaks were observed along Forcemain No.1 and it was determined that a full-scale replacement of the forcemain is needed.

The alignment of Forcemain No. 1 runs beneath the Chase River to the immediate North of the Pump Station. Due to the inherent challenges associated with this, the RDN wishes to install the replacement forcemain along a bridge-mounted crossing over Island Highway across Chase River. Beyond the river crossing, the alignment should be selected in consideration of the decommissioning requirements for Forcemain No. 1 as determined in consultation with the City of Nanaimo. Due to the lack of peak flow redundancy as mentioned above, it is envisioned that the replacement forcemain will be a larger diameter line capable of handling the entire peak design flow for the Pump Station. The peak design flow will be based on the value developed in the 2017 Nanaimo Interceptor Hydraulic Modeling Study for the 2031-PWWF scenario with climate change prepared by GeoAdvice Engineering Inc. and Urban systems Ltd.

The project will also include measures for grit and rock removal at the pump station inlet due to the high presence of pipe defects and significant erosion observed along the forcemain invert.

Several other proposed upgrades to the Chase River Pump Station include:

- Currently the forcemain valve chamber requires confined space entry measures and does not encompass the forcemain drain and bypass valves making maintenance/replacement of these valves difficult.
- The forcemain flow meters were originally installed downstream of the valve chamber in manholes along each forcemain and often become inundated with groundwater and are difficult to maintain.
- The Pump Station currently has no accurate means of flow measurement.

The scope of work will include expansion of the forcemain valve chamber to eliminate confined space access, encompass the drain and by pass valves, and allow for the installation of new flow meters in the valve chamber or alternate location. New forcemain isolation valves are also required and other valve replacements may be required.

Upgrades to the existing septage receiving facility are also required. These include the following:

- Expansion of the septage receiving station grit and rock trap due to frequent cleaning requirements.
- Upgrade the septage receiving connection line, to a 6-inch dia. line due to frequent clogging. This will also include a corresponding upgrade of the actuator valve and flow metering device as required.
- Upgrades to the station keypad and instrumentation package for consistency with other RDN operated septage receiving stations.

## 5.2 General Scope of Services

The Consultant will be responsible for detailed design, permitting and tendering support for the Chase River Forcemain No. 1 Replacement and Pump Station Upgrades Project. The scope of services must address, as a minimum, the items identified in this RFP. Proponents should also identify any additional work they feel should be added to the Project scope. The general scope of services includes the following:

- Reporting in accordance with this RFP, including progress reporting and meetings with RDN personnel and the owner's representative.
- Obtain and review all applicable background information, data, surveys, reports and existing drawings related to the Project.
- Review design and operational requirements and facilitate a meeting with RDN and City of Nanaimo Engineering and Operations Staff to discuss design options, review adjacent related City of Nanaimo capital projects and confirm the design scope.
- Obtain topographical information and conduct detailed surveys as required of the pertinent areas to provide a base plan for design.
- Determine any potential geotechnical recommendations as required to support the design.
- Perform environmental and archaeological assessments as required to support the design and project permitting.
- Provide permitting support, obtain all required approvals and permits, and assist the RDN in securing any required ROWs.
- Prepare a Basis of Design Report and 30% Preliminary Design drawings.
- Prepare Detailed Design drawing submissions at the 60% and 90% completion milestones.
- Facilitate design review meetings with RDN staff, one week after each design submission.
- Prepare a comprehensive Class B cost estimate and basis of cost estimate to a  $\pm 10-15\%$  level of accuracy and submit a draft cost estimate for review at the 60% and 90% design completion milestones.
- Prepare a Detailed Design report containing the results of all investigations and evaluations completed and submit a draft report for review at the 60% and 90% design completion milestones.
- Prepare a construction Tender Package, and provide support to RDN staff during the Tender process.

## 5.3 General Main Tasks

The Proponents will be responsible for defining the detailed scope of services and specific activities for the Project. To facilitate comparison of proposals, Proponents are requested to organize their proposals according to the following General Main Tasks and consider the guidelines provided herein.

### 5.3.1 Project Management, Initiation, and Meetings

Work under this task will include all activities related to overall project management throughout the course of the Project including:

- Design team coordination, staff planning, and logistics
- Scope, budget, and schedule monitoring/control
- Progress reporting
- Project initiation meeting
- Monthly progress meetings as required
- Formal design review meetings at the 30%, 60%, and 90% design completion milestones
- Project invoicing

All Project Management activities should be defined under this General Main Task.

### **5.3.2 Background Information Review, Data Collection and Site Investigations**

This task shall include all work necessary to collect and review all applicable background information, data, surveys, reports and existing drawings in order to develop the project understanding, design and operating criteria, and design scope.

All fieldwork, data collection and site investigations including but not limited to the following shall also be completed under this task.

- Surveying activities, and data acquisition required to provide base plan and mapping for design.
- Planning, coordination and implementation of any required geotechnical site and preparation of the geotechnical report.

### **5.3.3 Permitting Support and Regulatory Approvals**

Services related to this task shall consist of all activities necessary to identify and obtain Project permits, regulatory approvals, and ROW acquisitions and include the following:

- Identify all permits / regulatory approvals and activities required to support the Project.
- Site visits, fieldwork, and desktop studies as necessary to support any required environmental and archaeological assessments needed for design and permitting/regulatory approvals. Any specific deliverables related to these activities should also be included and defined.
- Apply for and acquire project permits and regulatory approvals.
- Identify any required ROWs and provide support, including survey and layout drawings, to aid the RDN in securing ROWs and associated agreements.

### **5.3.4 Detailed Design**

Detailed Design Services consist of all activities required to complete/verify all engineering calculations, provide detailed design drawings, and provide sufficient detail to fully define the scope and provide the basis for subsequent Tendering and Construction of the Project. Detailed Design Services will generally include the following:

- Civil Design of Forcemain and Pump Station Upgrades including grading, backfill/surfacing, drainage measures, and re-construction of any existing buried utilities.
- Mechanical Design of all piping, valves, appurtenances, pipe supports, and modifications to existing system and tie-in points etc.
- Structural Design of all structural components.
- Instrumentation and control systems design
- Electrical systems design
- Prepare construction staging and sequencing plans, and decommissioning plan for the existing Forcemain No. 1.
- Identify work-phasing requirements to confirm the sequencing of work and preparation of an overall Project schedule.
- Identify construction impacts; tie in points to existing infrastructure and temporary facility requirements.
- Identify long lead time delivery materials that should be pre-purchased.
- Preparation of a Class B Capital Cost Estimate and Basis of Estimate Report.

The Detailed Design report shall include design briefs/narrative and back-up information with sufficient detail to explain the criteria, analyses, and results of the design.

The Class B cost estimate should be prepared to a  $\pm 10-15\%$  level of accuracy. The cost estimate should be arranged in elemental cost analysis format using divisions that will be used for Tendering and Construction and include all direct and indirect costs. The cost estimate should be accompanied by a Basis of Estimate which outlines the estimate assumptions, development of material take-offs, source of cost data, allowances, mark-ups/ add-ons, exclusions, exceptions, contingencies, and cost risks and opportunities.

### **5.3.5 Tendering Services**

Tendering services will consist of all activities related to the preparation of tender documents and providing support to RDN staff during the tender process and generally include the following:

- Prepare and issue Draft Tender Package, complete with Issued for Tender (ITT) Drawings, Technical Specifications, and any Supplementary Conditions to the RDN for review and approval.
- Prepare and issue a Final Tender Package, complete with Issued for Tender (ITT) Drawings, Technical Specifications, and any Supplementary Conditions for posting to BC bid.
- Facilitating an on-site Pre-Tender information meeting and issue meeting minutes.
- Preparing any addenda as required.
- Reviewing and evaluation of tenders, ascertaining bid compliance and preparation of a recommendation for award.

## **5.4 Consultant Service Requirements**

### **5.4.1 Meetings**

Various project meetings will be required throughout the Project as required in order to track the Consultant's progress, review the project work plan, address project issues and allow for technical reviews with the RDN. The Proponent will be responsible for the coordination of all meetings, preparation of meeting agenda and minutes and clearly indicate in their Proposal Submission, the method of delivery (in person or teleconference), locations, number of meetings, proposed meeting schedule, and corresponding person-hour estimates and fees associated with project meetings.

### **5.4.2 Drawing Standards**

The design drawings will be prepared according to the following standards:

- Drawings shall be completed using the latest versions of AutoCAD and AutoCAD Civil 3D in metric SI units. All drawings shall be produced using 'A1' sized title block and shall be consistent with the latest CAD Drawing / Digital Mapping Drafting Standards. CAD drawings shall be provided in AutoCAD format complete with '.ctb' files for uploading into the RDN's Electronic Drafting Management System. Electronic CAD drawings shall be digitally bound so that all layers are embedded within the AutoCAD drawing file being opened. The drawings must include the RDN logo and be numbered as per the RDN Wastewater Services department drawing number protocol.

The Consultant shall provide a minimum of three sets of all design drawings, written reports, and other documentation during the course of the Project to facilitate ongoing reviews by the RDN. At the end of Project, all final drawings shall be provided to the RDN in three (3) full-size (A1) and three (3) half-size (11x17) hardcopy sets of drawings plus CD's containing all relevant digital files including digitally bound

AutoCAD drawings and PDF's. All final documentation shall be signed and sealed by the engineer of record in the Province of British Columbia.

### **5.4.3 Progress Reporting**

The Consultant will be required to provide brief summaries of work to be submitted to the RDN on a monthly basis with invoicing.

### **5.5 Additional Services**

The Consultant may be directed by RDN to provide additional services, which are otherwise not included in the original scope of services and fees contained in the Proponents Financial Submission.

The Consultant is responsible for identifying any changes to the original scope of services and providing RDN's Project Manager with a description of the scope of additional services and the associated budget adjustments required. The Consultant shall not proceed with additional services until such additional services and associated budget adjustments have been authorized by the RDN.

### **5.6 Completeness of Design**

The Consultant shall provide a complete design in all respects, prior to tender, of any and all contracts. The Consultant shall produce design documentation, which is complete, clear, concise, accurate and properly coordinated with all disciplines. Incomplete design elements shall not be transferred to the field for correction.

### **5.7 Information / Services provided by RDN**

- General direction to the Consultant in the provision of services, as necessary, during the term of the contract.
- Provide assistance with obtaining permitting approvals.
- Provide electronic base mapping of the project site and surrounding areas in the form of ESRI File Geodatabase or shapefile or exported image projected to UTM Zone 10 NAD83. Available information includes property outlines, address points that represent buildings, road centerline, coastline, water features, 20-meter contours and orthographic photography.
- Provide copies of all available plans and reports pertaining to the project upon request including available engineering data, reports, and drawings.
- Review and accept technical memorandums, reports and preliminary design drawings.
- Handle all media queries, public relations, public engagement, and protocol arrangements with all levels of government.

### **5.8 Deliverables**

The Consultant will be responsible for the definition of deliverables to be submitted as part of the Services. The main Project deliverables are anticipated to include the following:

- Progress reports, meeting agendas and minutes
- Design Basis Report and 30% drawing submission
- Project permitting, environmental and archaeological assessment report(s)
- Issued for Review (IFR) Detailed Design drawing submittal at 60% design completion
- Draft Class B Cost Estimate and Basis of Estimate Report at 60% design completion
- Draft Detailed Design Report at 60% design completion
- Issued for Approval (IFA) Detailed Design Drawing Submittal at 90% of design completion
- Draft Class B Cost Estimate and Basis of Estimate Report at 90% design completion
- Draft Detailed Design Report at 90% design completion

- Final Detailed Design Report with all relevant comments addressed, Issued for Final (IFF) Detailed Design Drawings and all supporting information
- Final Class B Cost Estimate and Basis of Estimate Report
- All permit approvals and supporting documents for ROW acquisitions
- Draft and Final Tender Package, Issued for Tender (IFT) Drawings and Technical Specifications
- Pre-Tender Meeting Minutes.
- Tender Addenda as required.
- Tender review and recommendation for award

## **5.9 Project Schedule**

The anticipated general schedule for the Project is as follows:

- Anticipated Project Award – April 25, 2018
- Detailed Design Completion – October 2018
- Construction Tender Posting – November 2018
- Construction Contract Award – January 2019

It should be noted that it is desirable to complete the Project as soon as practical and an expedited schedule will be preferred.

## 6 Proposal Format

### 6.1 General

Each Proposal must be submitted using a two-envelope process. One sealed envelope must contain the Proponent's price, fee schedule or cost of its Proposal and be clearly marked "Financial Submission" and the other sealed envelope must contain the balance of the Proposal and be clearly marked "Technical Submission". Proposals must be in a sealed package and marked on the outside with the Proponent's name, address, and title of the Project. Proponents must use the following format to prepare their Proposals.

### 6.2 Technical Submission

The Technical Submission should include sufficient information to demonstrate that the Proponent has a good understanding of the Project and is capable of performing the required services so as to properly perform the work and ultimately deliver a successful Project. The main body of the Technical Submission should not exceed twenty-five (25) pages, single sided, single spaced and minimum 10pt font size. Appendices are requested to be bound separately and can be included for supplementary materials.

The Technical Submission shall include the following content:

**Title Page:** Showing RFP name, closing date and time, Proponent name, address, telephone number, email address and contact person.

**Letter of Introduction:** A brief cover letter introducing the Proponent's Proposal, (but not referring to any dollar amounts contained in the Financial Submission), and signed by the person(s) authorized to sign on behalf of the Proponent.

**Proposal Declaration Letter:** A completed Proposal Declaration Letter with the content as noted in Appendix "B".

**Signed Addenda:** Include signed copies of all Addenda issued as part of this RFP.

**Table of Contents:** Provide a table of contents for the Technical Submission

**Section 1 - Proponent Team:** Include the following content.

- Provide an introductory paragraph describing the firm's profile, capabilities, and experience base as it relates to this RFP.
- Include a team organization chart identifying key project team members including the Project Manager, Design Manager, Discipline Leads, and Sub-Consultants.
- Provide a brief introduction for each key team member and Sub-Consultants, indicating their roles and responsibilities, professional designations, education and relevant experience in relation to the Project. Also, indicate their years of professional experience, years of service with the firm, and availability to undertake the Project in relation to current and anticipated commitments to other projects.
- Provide short format resumes (1 page each) for each of the key project team members. Attach resumes in an appendix.
- Provide project sheets for three recent and similar projects completed in the last five (5) years. For each project include the client name, a description of the project, its location, its size, the Proponents scope of services, timeframe and date completed, approximate cost of the consulting services, and a



client reference name and contact information. Describe how the Project Manager, Design Manager and Discipline Leads have been involved with these projects.

**Section 2 - Project Delivery:** Include the following content.

- Provide an introductory paragraph demonstrating the Proponents understanding of the Project, the key design, construction, environmental, and permitting related issues specific to the Project and describe the contemplated approach to address these issues.
- Provide a detailed work breakdown structure (WBS) for the scope of services organized according to the General Main Tasks provided in Section 5.3 with appropriate definition of sub-tasks and design disciplines. Include detailed task descriptions, which outline the inputs/information needs, assumptions, specific work activities involved, and definition of the deliverable(s).
- Provide a level of effort table, which includes person-hour estimates for each of the tasks identified in the WBS by staff person and sub-total for each General Main Task, sub-task and the Project total. Include any Sub-Consultants work. Proponents should include the same table in their Financial Submission with modifications as described Section 6.3.
- Provide a table including a complete list of Project deliverables that will be provided for this assignment. The deliverables shall be listed for each of the tasks identified in the WBS.
- Provide a Project Schedule with the same project phases, main task, and sub-tasks defined in the WBS. The schedule shall be a Critical Path Method (CPM) schedule and must include key milestones and deliverables, RDN review periods (10 business days), and identification of timelines for inputs, information needs, and any task prerequisites.
- Provide an overview of the Proponent's Organizational Quality Management Plan, certifications, and QA/QC procedures.

### 6.3 Financial Submission

The Financial Submission should include the following content:

- Provide a summary of the fee basis and underlying assumptions.
- Provide a table listing hourly rates for each staff member / position
- Provide a fees table identical to the level of effort table submitted in the Technical Submission except including hourly rates populated for each staff person and staff hours replaced by fees to arrive at total fees for each General Main Task, sub-task, and Project total. Also, include corresponding task Disbursements and any Sub-Consultants work.
- Disbursements shall include all reasonable and proper expenses incurred by the Proponent. No mark-up on disbursements will be paid. Travel disbursements shall be quoted on the most economical travel methods. Travel time shall be included in work activities (no additional payment will be made for travel time as part of disbursements).
- Transfer the Total Fees and Disbursements for each of the General Main Task into the following fixed fee format tables:

#### 6.3.1 Total Fee – Specified Items

The **Total Fee - Specified Items** shall include the services described in Section 5 of this RFP.

The **Total Fee - Specified Items** shall include the cost of all sub-consultants. No mark-up for sub-consultant fees will be paid to the prime consultant.

The Consultant shall not exceed the **Total Fee – Specified Items**. Scope changes requiring fees beyond the **Total Fee – Specified Items** must be authorized in writing by the RDN before work begins on any

additional work. Scope changes will only be authorized by a formal Change Order signed by the RDN and the Consultant.

**Table 1: Total Fee – Specified Items**

<b>General Main Task</b>	<b>Total Fee</b>	<b>Disbursements</b>
1. Initiation, and Meetings	\$	\$
2. Background Information Review, Data Collection and Site Investigations	\$	\$
3. Preliminary Design	\$	\$
4. Permitting Support and Regulatory Approvals	\$	\$
5. Detailed Design	\$	\$
6. Tendering Services	\$	\$
<b>Total Fee - Specified Items</b>	<b>\$</b>	<b>\$</b>

## 7 Proposal Evaluation

### 7.1 Evaluation Team

The proposals will be reviewed by a review committee and evaluated based on the information provided in the selection criteria outlined below. The RDN reserves the right to reject any or all replies including, without limiting the generality of the foregoing, any reply which is incomplete, obscure, irregular or unrealistic; has erasures or corrections; fails to provide the information required in any Schedule or tabulation. Proponents are advised that no commitment shall exist under this RFP, until such time as the Proponent receives official written confirmation from the RDN.

### 7.2 Evaluation Process

The Evaluation Team will evaluate the Proponent's Technical Submission first. As described in the RFP, the Evaluation Team may ask a Proponent to clarify the content of a Proponent's Technical Submission.

### 7.3 Technical Submission Evaluation Criteria

The Evaluation Team will review the Technical Submission to assess the Proponent's demonstrated experience, qualifications, understanding of the Project and ability to perform the Work, with particular reference to the information requested in Section 6 of this RFP. The Technical Submission will constitute 60% of the total proposal evaluation points with scoring applied as follows:

- Proposal Section 1 - Proponent Team 30%
- Proposal Section 2 - Project Delivery 30%

### 7.4 Financial Submission Evaluation

The Evaluation Team will evaluate the Proponent's Financial Submission in accordance with the provisions of this RFP. All personnel fees and disbursements will be taken into account in the proposal evaluation. The Financial Submission will constitute 40% of the total proposal evaluation points and be allocated according to the following formula:

$$\text{Financial Submission Score} = \frac{\text{Low Total Fee Specified Items} \times 40 \text{ points}}{\text{Proponent Total Fee Specified Items}}$$

Where the Proponent with the Low Total Fee receives the full 40% of the Financial Submission Proposal evaluation points.

### 7.5 Selection of Preferred Proponent

The Proponent's total Proposal score will be determined by adding 60% of the Technical Score and 40% of the Financial Score together to arrive at a Total Proposal Score. The Proponent that receives the highest Total Proposal Score will be identified as the Preferred Proponent. If the quoted fee is considered reasonable and is within the assigned RDN budget for the project, the work will be awarded to the selected Proponent. If the fee of the selected Proponent exceeds the RDN budget, the RDN will attempt to negotiate a revised fee / scope of work. If the negotiation process is unsuccessful, then the procedure will be repeated using the next highest rated Proponent's proposal. The RDN shall not be obligated in any manner to any proponent whatsoever until a written Professional Services Agreement has been duly executed relating to an approved proposal.

Appendix A  
Receipt Confirmation Form

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**Regional District of Nanaimo  
Request for Proposals**

**Detailed Design Services  
Chase River Forcemain No. 1 Replacement and Pump Station Upgrades**

Please complete this form and return it upon receipt of RFP to:

Mike Squire, ASCT, Project Engineer, Engineering Services  
Regional and Community Utilities  
Regional District of Nanaimo  
6300 Hammond Bay Road, Nanaimo, BC V9T 6N2  
Email: msquire@rdn.bc.ca

Failure to return this form may result in no further communication regarding this RFP.

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

I have received a copy of the above-noted Request for Proposal, and (check one item):

we will be submitting a proposal

we will NOT be submitting a proposal

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## Appendix B Proposal Declaration Letter

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This Proposal Declaration should be executed by the Proponent. By executing this Proposal Declaration, the Proponent agrees to the provisions of the RFP and this Proposal Declaration. The RDN reserves the right to disqualify any Proponent that fails to complete this form.

### **[RFP Proponent's Letterhead]**

To: Regional District of Nanaimo  
Regional and Community Utilities – Second Floor  
6300 Hammond Bay Road  
Nanaimo, BC V9T6N2

Attention: Mike Squire, ASCT, Project Engineer, Engineering Services

In consideration of the RDN's agreement to consider our Proposal in accordance with the terms of the RFP, the Proponent hereby agrees, confirms and acknowledges on its own behalf and on behalf of each member of the Proponent Team, to the extent applicable to such Proponent Team member and within the reasonable knowledge of such Proponent Team member, that:

### **1. Proposal**

- (a) this Proposal Declaration Form has been duly authorized and validly executed by the Proponent;
- (b) the Proponent is bound by all statements and representations in its Proposal;
- (c) its Proposal strictly conforms with the RFP and that any failure to strictly conform with the RFP may, in the discretion of the RDN, be cause for rejection of its Proposal;
- (d) its Proposal is made without collusion or fraud; and
- (e) the RDN has the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, credit enquiries, litigation searches, bankruptcy registrations and other investigations on all or any of the Proponent Team members, and by submitting a Proposal, the Proponent and each Proponent Team member agrees that they consent to the conduct of all or any of those investigations by the RDN.

### **2. Acknowledgements with Respect to the RFP**

- (a) the Proponent and each Proponent Team member have received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP "Table of Contents", and any and all Addenda;
- (b) the Proponent and each Proponent Team member agree to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP Table of Contents, and any and all Addenda;

(c) the Proponent's representative identified below is fully authorized to represent the Proponent and each Proponent Team member in any and all matters related to its Proposal, including but not limited to providing clarifications and additional information that may be requested in association with the RFP; and

**3. Composition and Consent of Proponent Team**

(a) the Proponent has obtained the express written consent and agreement of each member of the Proponent Team to all terms of this Proposal Declaration Form to the extent applicable to such Proponent Team member, and within the reasonable knowledge of such Proponent Team member.

**PROPONENT REPRESENTATIVE**

---

Name

---

Name of Employer

---

Address

---

Email Address

---

Name of Authorized Signatory

---

Telephone

---

Signature

## Appendix C

### Summary of Available information

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The following information will be made available to Proponents. Access for downloading the available information from the RDN FTP Site will be provided upon return of the Receipt Confirmation Form provided in Appendix “A” to the RDN representative.

1. Chase River Forcemain Record Drawing Package
2. Chase River Pump Station Record Drawing Package
3. Regional District of Nanaimo - Nanaimo Interceptor Hydraulic Modeling Study Draft Report
4. Regional District of Nanaimo - Septage Receiving Station Specifications will be distributed and further discussed at the onsite at the Proponent’ Information Meeting held at the Chase River Pump Station located at: 1174 Island Highway, Nanaimo, BC on February 13, 2018 at 1:00 PM
5. City of Nanaimo Utility Drawings Package

Other specific information may be made available upon enquiry.

Appendix D  
Professional Services Agreement

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# Contract for Professional Services Detailed Design Services

## Chase River Forcemain No. 1 Replacement and Pump Station Upgrades

THIS AGREEMENT dated for reference and made as of the [ ] day of [ ], 201[ ]

BETWEEN:

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

("RDN", "we", "us" or "our" as applicable)

OF THE FIRST PART

AND:

[CONSULTANT NAME]  
[ADDRESS]  
xxxxxxx, BC, X#X #X#

("Consultant", "you" or "your" as applicable)

OF THE SECOND PART

**WHEREAS:**

- A. The RDN called for proposals for the provision of consulting services for [CONTRACT NUMBER] [NAME OF PROJECT] (the "**Project**"), and the Consultant in reply submitted a proposal dated [DATE]. A copy of the call for proposals is attached as Schedule "C" to this Agreement, and a copy of the Consultant's proposal is attached as Schedules "D" and "E" to this Agreement.
- B. The RDN has agreed to engage the Consultant and the Consultant has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the RDN in respect of the Project on the terms and conditions set out in this Agreement.

**NOW THEREFORE** the RDN and the Consultant, in consideration of their mutual duties and responsibilities to one another under this agreement (the "**Agreement**"), agree as follows:

### **CONSULTANT'S OBLIGATIONS:**

1. **Standard of Care** You must provide the Services with the degree of care, skill and diligence normally provided by consultants having similar qualifications in the performance of duties of a nature similar to the Services, and you must provide the Services within the time limits specified in Schedule "A" or, if no time limit is specified in Schedule "A", you must provide the Services promptly.

2. **Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in Schedule "A" to this Agreement. All other costs and expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.
3. **Confidentiality** You must not disclose any information, data or secret of the RDN to any person other than representatives of the RDN duly designated for that purpose in writing by us and you must not use for your own purposes or for any purpose other than those of the RDN any information, data or secret you may acquire as a result of being engaged pursuant to this Agreement.
4. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of interest between your obligations under this Agreement and your obligations to such other person, firm or corporation.
5. **Ownership of Materials** All plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials produced by you under this Agreement (collectively, the "**Intellectual Property**") are and will remain our property even though you or another party has physical possession of them. You hereby waive in our favour any moral rights you, your employees, sub-consultants or sub-contractors may have in the Intellectual Property. Until the expiry or earlier termination of this Agreement, you may retain copies, including reproducible copies of the Intellectual Property. You must not use the Intellectual Property on other projects or for other clients except with written consent from us. You must obtain our consent before you publish or make public any of the Intellectual Property in book, periodical, electronic or any other form.
6. **Retention of Intellectual Property on Termination** Upon expiry or earlier termination of this Agreement, you must turn over to us all Intellectual Property, keeping a single copy for your own archival purposes.
7. **Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 3, 4, 5, 6 and 8 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
8. **Indemnification** You must indemnify and save harmless us and our elected officials, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising, from an error, omission or negligent or wilful act of you or your agents, employees, sub-consultants or sub-contractors, or from your breach of this Agreement.
9. **Insurance**
  - 9.1 The Contractor shall provide, maintain and pay for the following insurance:
    - (a) Contractor Equipment Insurance

"All risks" equipment insurance covering owned and non-owned machinery and equipment used by the Contractor for the performance of the Services.
    - (b) Automobile Liability Insurance

Automobile liability insurance with respect to owned and leased automobiles used directly or indirectly in the performance of the Services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000 inclusive for each and every loss.

(c) Comprehensive General Liability Insurance

Comprehensive General Liability Insurance providing third party bodily injury and property damage coverage in an amount of not less than \$5,000,000 per occurrence, indicating that the Corporation is additional insured and containing a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured.

The Policy shall contain a clause providing that the Corporation will receive 30 days' notice of cancellation or of any material change in coverage which will reduce the extent of coverage provided to the Corporation. The certificate will also indicate that the policy contains non-owned automobile liability and contractual liability coverage. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Corporation.

(d) Professional Liability Insurance

Professional liability (errors and omissions) insurance coverage shall be obtained to a limit of not less than \$1,000,000 on a claims-made basis. Such coverage shall be maintained for a period of two years subsequent to conclusion of Services provided under this Agreement.

9.2 The Contractor shall, upon written request of the Corporation, provide to the Corporation certificates of insurance which shall include a provision that such insurance shall not be cancelled or modified without at least 30 days written notice to the Corporation.

9.3 The Contractor and subcontractors shall provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary.

10. **Compliance with Laws** You must comply with all laws applicable to the provision of the Services.

11. **Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.

12. **Legal Relationship** The legal relationship between you and the RDN arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.

13. **Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this Agreement.

## **PAYMENT**

14. **Payment for Services** We must pay you the fees for your Services at the times set out in Schedule "A". Where you are specifically authorized in Schedule "A" to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule "A" as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued no more than 30 days after receipt of your invoice, in accordance with our accounts payable policies.

15. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

## TERMINATION AND SUSPENSION

16. **For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.
17. **For Absence** If for any reason you are unable to provide the Services using the individuals or subcontractors named in your proposal and set forth in this Agreement for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.
18. **Suspension** If your Services are suspended by the RDN at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the RDN to terminate this Agreement upon giving written notice thereof to the RDN. In such an event, you shall be paid by the RDN for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension unless the parties otherwise agree in writing.
19. **With Notice** If we are unwilling or unable to proceed with the Project we may terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination.

## GENERAL

20. **Client to Provide Information** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the RDN, in the preparation of the call for proposals and this Agreement, the supply of oral or written information to you, the review of proposals or the carrying out of the RDN's responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the RDN 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 call for proposals, the supply of oral or written information to proponents, the review of proposals, or carrying out of the RDN's responsibilities under this Agreement.
21. **Client to Respond** We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.
22. **Site Access** We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.

23. **Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
24. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the RDN or the Consultant shall constitute a waiver of any right or duty afforded either 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.
25. **Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the RDN and the Consultant and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the RDN and the Consultant with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the RDN and the Consultant.
26. **Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
27. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
28. **Designation of Parties** In this Agreement, “we”, “us” and “our” refer to the RDN alone and never refer to the combination of the Consultant and RDN. The combination of the RDN and the Consultant is referred to as “the parties”.
29. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
30. **Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
31. **Time** Time is of the essence in this Agreement.
32. **Enurement** 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 an interest in the Agreement without the prior written consent of the other.

## **DISPUTE RESOLUTION**

33. All claims, disputes or issues in dispute between the Corporation and the Contractor shall be decided by mediation if the parties agree, or failing agreement, in a Court of competent jurisdiction within the Province of British Columbia and be governed by the laws of British Columbia.
34. In the event of a dispute, the parties agree to resolve the dispute by:
  - a. Frank and open negotiations whereby both parties use their best efforts to resolve the dispute by mutual agreement including the most Senior Management of both parties.
  - b. If, after 30 calendar days, the dispute is not resolved, both parties agree to appoint a mediator to resolve the dispute and their decision will be final. Parties will be responsible for their own costs.
34. In the event that the parties agree to mediation, the mediation shall take place in Nanaimo, British Columbia and be governed by the laws of British Columbia.

**DESIGNATED REPRESENTATIVES**

- 35. **RDN Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the "RDN Representative") and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the RDN Representative in the place and stead of any person previously designated.
- 36. **Project Manager** You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the "Project Manager") and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

**NOTICE**

**Notice** Unless otherwise specified in this Agreement, any notice required to be given by either party shall be deemed to have been given if delivered by hand, mailed by prepaid registered mail or faxed to 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 shall be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered by hand, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, force majeure or other cause beyond the control of the parties, 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 means of communication which have not been so interrupted or shall deliver such notice by hand in order to ensure its prompt receipt.

37. IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

REGIONAL DISTRICT OF NANAIMO by its authorized signatories: )  
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\_\_\_\_\_

Name

\_\_\_\_\_

Name

XXXXXXXXXX by its authorized signatories: )

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\_\_\_\_\_

Name

\_\_\_\_\_

Name