



Request for Proposals

Professional Engineering Services

For

The Nanoose Water Treatment Plant Back-up Generator

Issue date: September 13, 2018

Closing:

3 complete hard copies plus 1 electronic (CD or USB) copy prepared in .pdf format of each Response must be received before 2:00 PM Pacific Time on October 16th, 2018

Closing location:

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

Contact person:

Gerald St. Pierre, P.Eng., PMP
Project Engineer, Water & Utility Services
Phone 250-390-6751
GStPierre@rdn.bc.ca

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1 Background

The Regional District of Nanaimo (RDN) Water Services Department operates a Water Treatment Plant for the Nanoose Bay Peninsula Water Service Area (NBPWSA). To increase the resiliency of the system, the RDN would like to install a back-up generator at the site, located at 2480 Nanoose Rd.

The purpose of this Request for Proposals (RFP) is to obtain proposals from qualified engineering firms to provide engineering design, tendering, and contract administration services for the design and installation of a back-up diesel generator, automatic transfer switch (ATS), and surge protection for the NBPWSA Water Treatment Plant.

2 Scope

- Review all available record documents and complete a topographic survey to provide a base plan for design.
- Review design requirements and facilitate a meeting with RDN Operations staff to discuss design options.
- Prepare preliminary design drawings, a design criteria memo, and a Class C estimate for the back-up diesel generator, ATS, and surge protection, including all considerations such as the generator foundation pad, building penetrations, enclosures, utility connections, electrical and controls, etc.
- Diagnose and correct any power factor issues identified.
- Facilitate a design review meeting with RDN Operations staff, one week after the submission of preliminary drawings.
- Prepare 90% design drawings, addressing all the comments provided by the RDN on the preliminary design.
- Facilitate a design review meeting with RDN Operations staff, one week after the submission of 90% drawings.
- Prepare tender drawings, addressing all the comments provided by the RDN on the 90% design.
- Prepare and submit a Building Permit Application and Electrical Permit Application on behalf of the RDN.
- Prepare tender documents in the latest CCDC 2 format and manage the tender process, including aiding the RDN in posting the tender, responding to tenderer questions, facilitating an on-site pre-tender meeting, preparing any required addenda, receiving and reviewing tenders, and preparing a recommendation for award.
- Prepare construction contract documents in the latest CCDC 2 format, including any required supplementary conditions and specifications.
- Manage the construction contract, including, but not limited to, progress payments, change orders, inspections, materials testing, shop drawing reviews, and substantial and final completion certificates.
 - o Assume a 10-week construction and commissioning schedule.
- Any QA testing required to be included as part of the engineering services contract.
- Manage and facilitate start-up and commissioning activities for all aspects of the back-up generator, automatic transfer switch, power factor corrections, and surge protection.
- Prepare record drawings for the project and submit 2 full size copies, 2 half size copies, and an electronic (.pdf) copy to the RDN.
- Collect and compile all Operations and Maintenance materials and prepare a complete Operations and Maintenance Manual. Submit 3 complete hard copies and an electronic (.pdf) copy to the RDN.
- Prepare and submit a project record package including photos, test results, and inspection reports to the RDN.

3 Schedule

The following dates, other than the RFP closing date, are guidelines only and may be adjusted based on the schedule provided by the successful proponent.

RFP Closing Date: October 16th, 2018

Anticipated Award Date: October 26th, 2018

Construction Tender Posting: January 8th, 2019

4 Extra Works

The consultant must receive written approval prior to commencing any additional works which will affect the project cost or schedule. The consultant is to submit a Change Order indicating the impact the extra or additional works will have on the project for written approval from the RDN.

A Change Order must also be submitted in the event the consultants fees will exceed the original Proposal amount (i.e. original budget change must be requested and must be approved in writing). In this situation the consultant may be requested to provide scope change alternatives to meet budget.

An invoice encompassing additional works that have not been approved in writing will not be accepted by the RDN.

5 Proposal Submission

5.1 General

This section describes the expectations for proposal submission and the basis for evaluation. Proposal layout and content should be in general alignment with these expectations to facilitate comparative evaluation.

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.

5.2 Submission

5.2.1 Contact Person

The contact person for the RDN is:

Gerald St. Pierre, P.Eng., PMP
Project Engineer, Water Services
Office Phone: 250-390-6751
GStPierre@rdn.bc.ca

5.2.2 Requests for Information

Any requests for information (RFI) related to this RFP are to be directed, in writing by email, at least seven (7) calendar days prior to the Closing Date, to Gerald St. Pierre at the RDN. Email contact is GStPierre@rdn.bc.ca.

RFI's and answers will be recorded and distributed via addendum posted to BC Bid (www.bcbid.gov.bc.ca) and the RDN website at (www.rdn.bc.ca). It is the responsibility of the Proponent to download and obtain any addenda posted prior to submitting their final proposal. Information obtained from any other source is not official and should not be relied upon.

5.2.3 Closing Date

Three (3) complete hard copies (1 marked "Original", 2 marked "Copies") of each proposal plus one (1) electronic copy on CD or USB flash drive, prepared in .pdf format, must be received before 2:00 PM, Pacific Time, on October 16th, 2018 at the address on the front cover of this RFP. In the event there are

any discrepancies between the hard copy submissions marked “Copies” and the electronic copy, the hard copy marked “Original” shall prevail.

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. Proposal for Professional Engineering Services for the Nanoose Water Treatment Plant Back-up Generator
3. Closing 2:00 PM, Pacific Time, October 16th, 2018

5.2.4 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 unopened.

In the event of a dispute, the proposal receipt time will be as recorded at the closing location for the hard copy and will prevail whether accurate or not.

5.2.5 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.

5.2.6 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.

5.2.7 Withdrawal

Proposals may be withdrawn prior to the deadline upon emailed notice to Gerald St. Pierre at GStPierre@rdn.bc.ca. Withdrawn proposals may be replaced by alternative proposals providing they are submitted as instructed and received prior to the posted closing date and time.

Proposals must remain valid for 90 days following the RFP closing date and time noted. Proposals are irrevocable after the closing date and time.

5.2.8 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 Regional District.

5.2.9 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 as a result of this RFP. Only after a contract is mutually agreed to and signed by both parties, will a proponent acquire any legal or equitable rights or privileges.

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 B. No additional terms and conditions may be submitted with Proposals.

5.2.10 Modification of Terms

The RDN reserves the right to modify the terms of this RFP, in its sole discretion, at any time up to 5 working days prior to the noted closing date. This includes the right to cancel this RFP at any time without entering into a Contract.

5.2.11 Ownership of Responses

All documents, including Responses, submitted to the RDN become the property of the RDN. The RDN is bound by the provisions of the Freedom of Information and Protection of Privacy Act. 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. The name of the successful proponent and value of any award is routinely released information.

5.2.12 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.

5.2.13 Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

5.2.14 Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

5.2.15 Debriefing

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the RDN within 14 calendar days of notification.

5.2.16 Liability for Errors

While the RDN has used considerable efforts to ensure information in the RFP is accurate, the information contained in the 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 the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

5.2.17 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the RDN with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the RDN. Such written consents should specify that the personal information may be forwarded to the RDN for the purposes of responding to the RFP and used by the RDN for the purposes set out in the RFP. The RDN may, at any time, request the original consents or copies of the original consents from Proponents.

6 Proposal Evaluation Criteria

The Regional District of Nanaimo reserves the right to reject any or all Proposals or to accept the Proposal deemed most favorable in the interest of the District. The lowest priced or any Proposal may not necessarily be accepted.

Requests for Proposals will be evaluated against the following criteria.

6.1 Project Team, Experience, and Corporate Commitment

This component of the evaluation will constitute 15% of the evaluation points. The expectations for this component are:

1. Demonstrate that the firms' organization and proposed team, including sub-consultants and specialists, has the necessary technical and managerial background and experience to carry out the requirements of this project.
2. Include a team organization chart and provide resumes of two pages (maximum) per key individual detailing who will be assigned responsibility for each component of the work. List staff and/or sub-consultants, who will be assigned to each component, and include their related experience. Subsequent substitution of staff and/or sub-consultants shall be submitted in writing for review and approval by the RDN. Acceptance of staff and/or sub-consultant substitutions will be at the sole discretion of the RDN.
3. State the proponent's corporate commitment to completing this project within the scope, budget and timelines outlined.

6.2 Past performance, and references

This component of the evaluation will constitute 15% of the evaluation points. The expectations for this component are:

1. Prepare a list, in chronological order of three (3) recent and similar projects completed by the proponent including details of which projects were undertaken by members of the proposed project team. Provide the name and telephone number of a contact person from previous projects. For each of the projects provided as references include a brief outline of the project and its relevance to this project. Selected references may be contacted to confirm the proponent's ability to meet budget, schedule, and quality targets.

6.3 Project Understanding, Methodology, Task List and Deliverables

This component of the evaluation will constitute 30% of the evaluation points. The expectations for this component are:

1. Provide a task list summary to clearly show project understanding, the level of effort planned and time commitment for all members of the project team on each part of the project. Clearly identify each team member per task and number of hours. Clearly indicate in the proposal which items or which parts of items will be undertaken by the proponent or by a sub-consultant.

2. Provide a Gantt chart style schedule of the key work activities proposed and identified deliverables to meet the RDN's schedule requirements. Include key activities, deliverables and notifications to proceed in terms of weeks. The schedule should include 10 working days for review of all submissions by the RDN.
3. Demonstrate that the proponent understands the critical issues for a successful project. Identify potential risks and constraints for this project and planned mitigation measures.

6.4 Fees

This component of the evaluation will constitute 40% of the evaluation points. The expectations for this component are:

1. Provide a total fee budget for the provision of all services required to provide the deliverables noted in Section 2 of this RFP. Identify hourly rates that include local travel, detail and include any and all travel expenses expected with the proposed team and task list, and estimated disbursements.

Evaluation criteria for fees will be as per the following formula:

$$\text{Fees score} = \frac{\text{Lowest Price} \times 40 \text{ Points}}{\text{Proposal Price}}$$

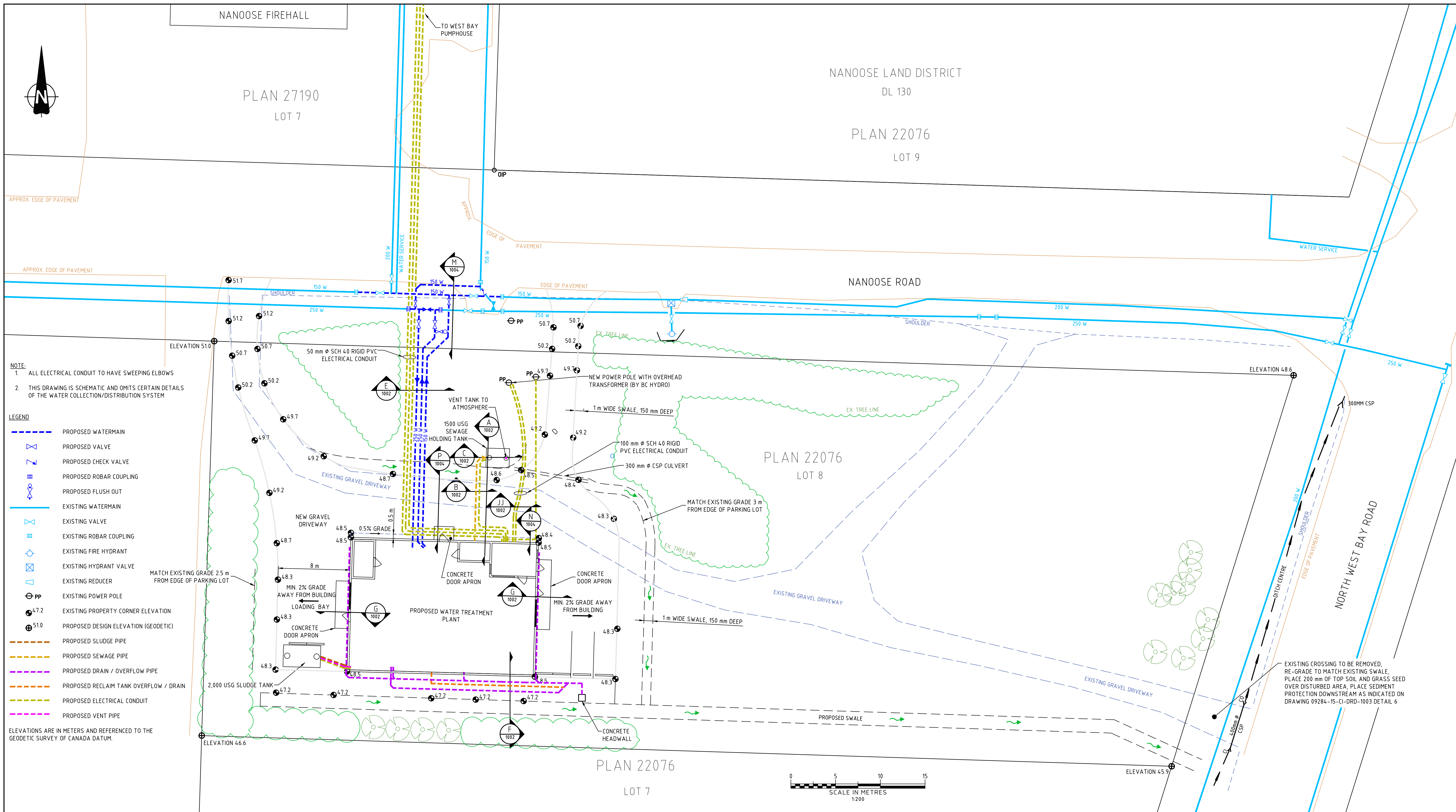
2. Prices quoted will be deemed to be:
 - a. in Canadian dollars;
 - b. exclusive of any applicable taxes;
 - c. firm for the entire Contract period.

7 Appendices

Appendix A - RDN Water Treatment Plant Site Layout and Electrical Single Line Diagram – Record Drawings

Appendix B – RDN Consultant Services Agreement Contract Template

Appendix A – RDN Water Treatment Plant Site Layout and
Electrical Single Line Diagram – Record Drawings



NOTE:
 1. ALL ELECTRICAL CONDUIT TO HAVE SWEEPING ELBOWS
 2. THIS DRAWING IS SCHEMATIC AND OMITTS CERTAIN DETAILS OF THE WATER COLLECTION/DISTRIBUTION SYSTEM

- LEGEND
- PROPOSED WATERMAIN
 - PROPOSED VALVE
 - PROPOSED CHECK VALVE
 - PROPOSED ROBAR COUPLING
 - PROPOSED FLUSH OUT
 - EXISTING WATERMAIN
 - EXISTING VALVE
 - EXISTING ROBAR COUPLING
 - EXISTING FIRE HYDRANT
 - EXISTING HYDRANT VALVE
 - EXISTING REDUCER
 - PP --- EXISTING POWER POLE
 - 47.2 --- EXISTING PROPERTY CORNER ELEVATION
 - 51.0 --- PROPOSED DESIGN ELEVATION (GEODETIC)
 - PROPOSED SLUDGE PIPE
 - PROPOSED SEWAGE PIPE
 - PROPOSED DRAIN / OVERFLOW PIPE
 - PROPOSED RECLAIM TANK OVERFLOW / DRAIN
 - PROPOSED ELECTRICAL CONDUIT
 - PROPOSED VENT PIPE

ELEVATIONS ARE IN METERS AND REFERENCED TO THE GEODETIC SURVEY OF CANADA DATUM.

REV	DATE	REVISION DESCRIPTION	DRAWN	DRAFT	CHK	DESIGNED	ENG CHK	APPROVED	CUSTOMER	REF DRAWING No	REFERENCE DRAWING TITLE
1	30-JAN-13	ISSUED FOR RECORD	CM	-	JM	-	DR	-	-	-	-
0	3-AUG-11	ISSUED FOR CONSTRUCTION	KM	MR	JM	DR	DR	-	-	-	-
D	29-APR-11	RE-ISSUED FOR TENDER	KM	CM	JM	DJ	DJ	-	-	-	-
C	7-DEC-10	ISSUED FOR WATERWORKS CONSTRUCTION PERMIT REVIEW	KM	MR	JM	DJ	DJ	-	-	-	-
B	10-NOV-10	ISSUED FOR TENDER	KM	MR	JM	DJ	DJ	-	-	-	-
A	28-SEP-10	ISSUED FOR REVIEW - 90% COMPLETE	KM	-	JM	-	-	-	-	-	-

D SHEET SCALE 1:200

ENGINEERING AND PERMIT STAMPS (As Required)

Oneway
to zero harm

WORLEYPARSONS PROJECT No 09284

CUSTOMER

REGIONAL DISTRICT OF NANAIMO

resources & energy

This drawing is prepared solely for the use of the contractual customer of WorleyParsons Canada Ltd. and WorleyParsons Canada Ltd. assumes no liability to any other party for any representations contained in this drawing.

WorleyParsons
resources & energy

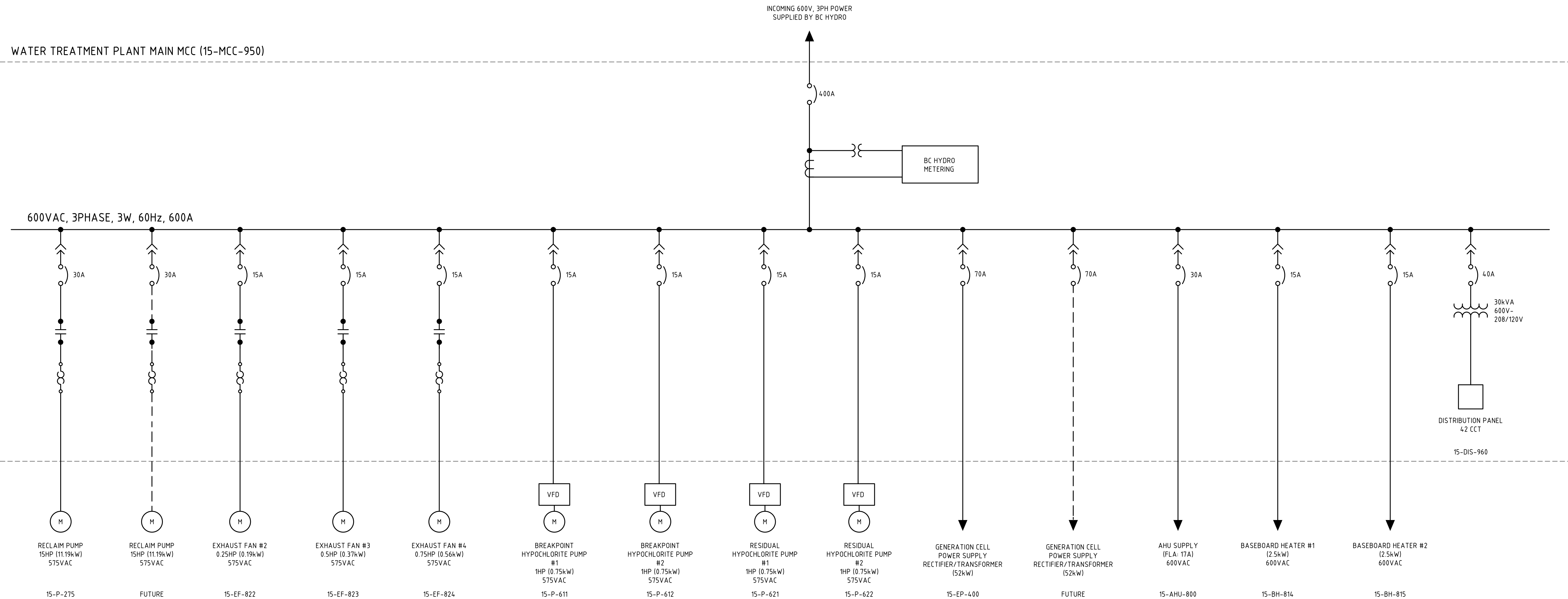
REGIONAL DISTRICT OF NANAIMO
NANOOSE BAY PENINSULA WATER TREATMENT PLANT
SITE LAYOUT

DRG No 09284-15-CI-DAL-1001

REV 1

LOCATION: J:\2010 PROJECTS\09284_RDR-NANOOSE BAY WTP\110_DRAFTING FILES\11_6 CAD_FILES\11_6 CIVIL RECORD DRAWINGS\09284-15-CI-DAL-1001.DWG
 USER NAME: chris.cimam
 PLOT DATE & TIME: 3/17/2013 2:43:00 PM
 SAVE DATE & TIME: 3/17/2013 7:40:58 AM

WATER TREATMENT PLANT MAIN MCC (15-MCC-950)



LEGEND:
 - - - - - INSTALL IN FUTURE

REV	DATE	REVISION DESCRIPTION	DRAWN	DRAFT CHK	DESIGNED	ENG CHK	APPROVED	CUSTOMER	REF DRAWING No	REFERENCE DRAWING TITLE
1	15-JAN-13	ISSUED FOR RECORD	EPUN	-	CBD	ARM	JM	-		
0	03-AUG-11	ISSUED FOR CONSTRUCTION	IDB	DN	CBD	ARM	MMM	-		
E	29-APR-11	RE-ISSUED FOR TENDER	CBD	IDB	CBD	ARM	MMM	-		
D	07-DEC-10	ISSUED FOR WATERWORKS CONSTRUCTION PERMIT REVIEW	CBD	DN	CBD	ARM	TRL	-		
C	10-NOV-10	ISSUED FOR TENDER	CBD	DN	CBD	ARM	TRL	-		
B	24-SEP-10	ISSUED FOR 90% CLIENT REVIEW	CBD	-	CBD	-	-	-		
A	29-JUL-01	ISSUED FOR 30% MEETING	CBD	-	CBD	ARM	-	-		

D SHEET	SCALE	NTS	ENGINEERING AND PERMIT STAMPS (As Required)
WORLEYPARSONS PROJECT No		09284	

CUSTOMER

REGIONAL DISTRICT OF NANAIMO

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resources & energy

REGIONAL DISTRICT OF NANAIMO
 NANOOSE BAY PENINSULA WATER TREATMENT PLANT
 ELECTRICAL
 SINGLE LINE DIAGRAM

DRG No 09284-15-EL-DSL-4000

REV 1

Appendix B – RDN Consultant Services Agreement
Contract Template



AGREEMENT FOR SERVICES

THIS AGREEMENT dated for reference this _____ day of _____, 20__.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(the "**Regional District**")

OF THE FIRST PART

AND:

[NAME OF CONSULTANT]

[address]
[address]

(the "**Consultant**")

OF THE SECOND PART

WHEREAS:

- A. The RDN called for proposals for the provision of consulting services for [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" 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 Regional District in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the Regional District and the Consultant, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the Regional District to the Consultant agree as follows:



1.0 DEFINITIONS

1.1 In this Agreement:

- (a) "**Services**" means the services to be provided by the Consultant, as described in Schedule "A" to this Agreement.

2.0 TERM

2.1 The term of this Agreement is for the period commencing * and terminating on * (the "**Term**"), subject to earlier termination as provided in section 7 of this Agreement.

3.0 CONSULTANT'S DUTIES AND RESPONSIBILITIES

3.1 The Consultant must:

- (a) provide the Regional District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "A" to this Agreement, and to the satisfaction of the Regional District;
- (b) supply all labour, equipment and material, and do all things necessary for the provision of the Services;
- (c) perform the Services for the Regional District with that degree of care, skill and diligence normally utilized by consultants having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees which the Consultant is entitled to under this Agreement for the provision of the Services;
- (e) provide and maintain at the Consultant's expense any insurance that the Consultant is required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement. Without limiting the foregoing, the Consultant must provide and maintain at the Consultant's expense any insurance specifically required in Schedule "B" to this Agreement. The Consultant must provide satisfactory proof of insurance coverage to the Regional District upon request;
- (f) be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the Consultant and its employees;
- (g) provide satisfactory proof of the Consultant's WorkSafe BC coverage to



the RDN upon request;

- (h) not subcontract any of its obligations under this Agreement without the Regional District's prior written consent;
- (i) not commit or purport to commit the Regional District to the payment of any money to any person, firm or corporation, without the Regional District's prior written consent;
- (j) keep proper and accurate books of account and records of any and all monies received and disbursed in the provision of the Services and make the books of account and records available for inspection and audit by the Regional District or its authorized representatives upon request;
- (k) comply with all laws applicable to the provision of the Services including all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Consultant's provision of the Services; and
- (l) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the Consultant to the Regional District under this Agreement.

4.0 CONSULTANT REPRESENTATIONS AND WARRANTIES

4.1 The Consultant represents and warrants to the Regional District that:

- (a) if the Consultant is a corporation, it is duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia; and
- (b) the Consultant has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

5.0 FEES AND EXPENSES

5.1 In consideration for the provision of the Services, the Regional District shall pay to the Consultant the fee for all Services rendered under this Agreement according to the amounts and times of payment set out in Schedule "A" to this



Agreement, plus any Goods and Services Tax applicable.

5.2 The Regional District shall pay the disbursements listed in Schedule "A" if incurred by the Consultant in providing the Services, provided the total disbursements payable shall not exceed the estimate set out in Schedule "A".

5.3 Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

6.0 INDEMNIFICATION

6.1 The Consultant shall release, indemnify and save harmless the Regional District, its elected officials, officers, and employees of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Consultant, or its officers, employees, agents or consultants, in the performance of the Services, or from the Consultant's breach of this Agreement.

7.0 TERMINATION

7.1 If the Consultant is in default in the performance of any of its obligations under this Agreement, or if the Consultant becomes insolvent or is assigned into bankruptcy, then the Regional District may terminate this Agreement by written notice to the Consultant.

7.2 The Regional District may terminate this Agreement, without cause, at any time by giving not less than forty-five (45) days written notice to the Consultant.

7.3 In the event that this Agreement is terminated, the Consultant shall be paid by the Regional District for Services performed to the date of termination and remaining unpaid, less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District or any person employed by or on behalf of the Regional District arising from the Consultant's default.

8.0 CONFIDENTIALITY

8.1 The Consultant shall not disclose any information, data or confidential information 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 shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.



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.

- 13.2 The Consultant is not, and must not claim to be the Regional District's agent for any purpose unless the Regional District gives the Consultant authorization in writing to act as the Regional District's agent for specific purposes that are reasonably necessary to the Consultant's rendering of the Services pursuant to this Agreement.

14.0 NO ASSIGNMENT

- 14.1 The Consultant shall not assign its interest in this Agreement or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the RDN, which may be withheld for any reason.

15.0 WAIVER

- 15.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

16.0 ENTIRE AGREEMENT

- 16.1 This Agreement constitutes the entire agreement between the parties with respect to the matters herein and may not be modified except by subsequent agreement in writing.

17.0 LAW APPLICABLE

- 17.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Regional District of Nanaimo of British Columbia.

18.0 AMENDMENT

- 18.1 This Agreement may not be modified or amended except by the written agreement of the parties.

19.0 CONFLICT

- 19.1 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.

20.0 HEADINGS

20.1 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

21.0 INTERPRETATION

21.1 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.

22.0 ENUREMENT

22.1 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 an interest in the Agreement without the prior written consent of the other.

23.0 DISPUTE RESOLUTION

23.1 All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the Regional District and the Consultant be submitted to mediation.

23.2 In the event of a dispute, the parties agree to resolve the dispute by:

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.

23.3 If, after 30 business days, the dispute is not resolved, both parties agree to appoint a mediator to resolve the dispute and the Mediator's decision will be final. The mediation shall take place in Nanaimo, British Columbia, unless agreed otherwise. Parties will be responsible for their own costs.

24.0 COUNTERPART

24.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.



25.0 DOCUMENTATION, PATENT AND COPYRIGHT

- 25.1 **Title.** The title, property rights, moral rights and ownership in and to all present and future materials and information produced or prepared by the Service Provider pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other material or physical item on which information is stored shall vest in the RDN without any payment by the RDN therefor.
- 25.2 **Patent and Copyright.** The title, property rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall vest in the RDN without any payment by the RDN therefor.
- 25.3 **Further Assurances.** The Service Provider shall upon request by the RDN, do all such things and execute and deliver to the RDN all such documents and instruments as the RDN shall reasonably require in order to vest title, property rights and ownership in the RDN and the Service Provider shall execute and deliver all such assignments, documents and instruments as may, in the RDN's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

26.0 DELAY IN PERFORMANCE

- 26.1 Neither the RDN nor the Service Provider shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Service Provider under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.



27.0 SEVERABILITY

27.1 The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

28.0 PAYMENT

28.1 The Service Provider shall submit invoices to the RDN for Services performed monthly (the "billing period") during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period.

28.2 The invoice submitted for each billing period shall be clearly itemized to show the amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any Subconsultants. The Service Provider shall also provide to the RDN upon written request such receipts, bills, invoices or other evidence in support of each invoice for a billing period as the RDN shall request.

28.3 Except for the amounts which the RDN in good faith is disputing and except for any set off which the RDN may claim and except for invoices (or portions of invoices) in respect of which the RDN has requested and not received supporting evidence, the RDN shall pay invoices submitted to it for the Services within 30 days' receipt thereof.

28.4 The Service Provider shall keep and shall cause any Subconsultants to keep books, records, documents and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The RDN or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of three years after the termination, for any reason, of this Agreement.



29.0 SUBCONSULTANTS

29.1 The Service Provider may retain Sub consultants to assist in the performance of the Services provided that the terms of this Agreement shall apply to the Sub consultants and provided that the Service Provider shall be wholly responsible for the professional standards, performance and all actions of the Sub consultants. The Service Provider shall only employ Sub consultants having the appropriate standards, qualifications and experience in their respective areas of expertise.

30.0 WORK AND SERVICES OMITTED

30.1 Upon receipt of written direction from the RDN, the Service Provider shall omit Services to be performed under the Agreement. The Service Provider shall have no claim against the RDN for loss associated with any omitted Services.

31.0 THIRD PARTY RIGHTS

31.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the RDN and the Service Provider.



IN WITNESS HEREOF the Regional District and the Consultant have executed this Agreement as of the day, month and year first above written.

REGIONAL DISTRICT OF NANAIMO, by its
authorized signatory:)
)
)
)
)

Signature:)
)
)
)

Printed Name:)

[NAME OF CONSULTANT (corporation)], by
its authorized signatory:)
)
)
)
)

Signature:)
)
)
)

Printed Name:)



SCHEDULE "A"

A.1 SERVICES

- [List all services to be provided by the Consultant, and include all necessary details as to where, when and how the services are to be performed]

A.2 FEES

- [Insert details of fees and payment schedule]

A.3 REIMBURSABLE EXPENSES

- [List all reimbursable expenses, if any.]



SCHEDULE "B"

INSURANCE

The Consultant shall, at its own expense, provide and maintain throughout the Term the following minimum insurance in a form acceptable to the Regional District, with an insurer licensed in British Columbia:

- a. **Comprehensive General Liability** in an amount not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The RDN is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:

- .01 Products or Completed Operations Liability;
- .02 RDN's and Consultant's Protective Liability;
- .03 Blanket Written Contractual Liability;
- .04 Contingent employer's Liability;
- .05 Personal Injury Liability;
- .06 Non-Owned Automobile Liability;
- .07 Cross Liability;
- .08 Employees as additional Insureds;
- .09 Broad Form Property Damage;
- .10 Broad Form Completed Operations;
- and where such further risk exists:**
- .11 Shoring Blasting, Excavating, Underpinning, Demolition, Piledriving and Caisson Work, Work Below Ground Surface, Tunneling and Grading, as applicable;
- .12 Elevator and Hoist Liability; and
- .13 Operation of Attached Machinery.

- b. **Automobile Liability** on all owned or leased vehicles in an amount not less than Two Million Dollars (\$2,000,000.00)
- c. **Aircraft and/or Watercraft Liability**, where applicable, for all owned or non-owned craft operating or used in the performance of the Work by the Consultant, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and including aircraft passenger hazard liability, where applicable.
- d. **Professional Liability Insurance** \$250,000 per occurrence, \$1,000,000.00 aggregate.
- e. **Property** insurance which shall cover all property, of every description, to be used in the construction of the Work, against "All Risks" of physical loss or damage, while such property is being transported to the site, and thereafter throughout erection, installation and testing and such insurance shall be maintained until Substantial Performance of the Work. Such policy of insurance shall extend to protect the interest of the RDN, and shall contain a waiver of subrogation against the RDN.



2. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the RDN.
3. The Consultant shall provide the RDN with evidence of all required insurance prior to the commencement of the Work or services. Such evidence shall be in a form acceptable to the RDN. When requested by the RDN, the Consultant shall provide certified copies of required insurance policies.
4. All required insurance shall be endorsed to provide the RDN with thirty days (30) advance written notice of cancellation or material change.
5. The Consultant hereby waives all rights of recourse against the RDN with regard to damage to the Consultant's property.
6. The Consultant shall require and ensure that each subconsultant maintain liability insurance comparable to that required above.
7. Unless specified otherwise, the duration of each insurance policy shall be from the date of commencement of the Work until the date of the final certificate for payment.

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



SCHEDULE "C"

CALL FOR PROPOSALS

SAMPLE



SCHEDULE "D"

PROPONENT'S PROPOSAL

SAMPLE



Schedule "E"

Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) **"access"** means disclosure by the provision of access;
 - (b) **"Act"** means the *Freedom of Information and Protection of Privacy Act*;
 - (c) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Consultant as a result of the Agreement or any previous agreement between the Regional District of Nanaimo and the Consultant dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act; and

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Regional District of Nanaimo to comply with the Regional District of Nanaimo's statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Consultant is aware of and complies with the Consultant's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Regional District of Nanaimo otherwise directs in writing, the Consultant may only collect or create personal information that is necessary for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Regional District of Nanaimo otherwise directs in writing, the Consultant must collect personal information directly from the individual the information is about.



5. Unless the Agreement otherwise specifies or the Regional District of Nanaimo otherwise directs in writing, the Consultant must tell an individual from whom the Consultant collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Regional District of Nanaimo to answer questions about the Consultant's collection of personal information.

Accuracy of personal information

6. The Consultant must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Consultant or the Regional District of Nanaimo to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Consultant receives a request for access to personal information from a person other than the Regional District of Nanaimo, the Consultant must promptly advise the person to make the request to the Regional District of Nanaimo unless the Agreement expressly requires the Consultant to provide such access and, if the Regional District of Nanaimo has advised the Consultant of the name or title and contact information of an official of the Regional District of Nanaimo to whom such requests are to be made, the Consultant must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Regional District of Nanaimo to correct or annotate any personal information, the Consultant must annotate or correct the information in accordance with the direction.
9. Within 5 Business Days of correcting or annotating any personal information, the Consultant must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Regional District of Nanaimo, the Consultant disclosed the information being corrected or annotated.



10. If the Consultant receives a request for correction of personal information from a person other than the Regional District of Nanaimo, the Consultant must promptly advise the person to make the request to the Regional District of Nanaimo and, if the Regional District of Nanaimo has advised the Consultant of the name or title and contact information of an official of the Regional District of Nanaimo to whom such requests are to be made, the Consultant must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

11. The Consultant must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

12. Unless the Regional District of Nanaimo otherwise directs in writing, the Consultant must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

13. Unless the Agreement otherwise specifies, the Consultant must retain personal information until directed by the Regional District of Nanaimo in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

14. Unless the Regional District of Nanaimo otherwise directs in writing, the Consultant may only use personal information if that use is for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.

Disclosure of personal information

15. Unless the Regional District of Nanaimo otherwise directs in writing, the Consultant may only disclose personal information inside Canada to any person other than the Regional District of Nanaimo if the disclosure is for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.



16. Unless the Agreement otherwise specifies or the Regional District of Nanaimo otherwise directs in writing, the Consultant must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

17. In addition to any obligation the Consultant may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Consultant, the Consultant:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Consultant knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Consultant must immediately notify the Regional District of Nanaimo and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases “foreign demand for disclosure” and “unauthorized disclosure of personal information” will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

18. In addition to any obligation the Consultant may have to provide the notification contemplated by section 30.5 of the Act, if the Consultant knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Consultant, the Consultant must immediately notify the Regional District of Nanaimo. In this section, the phrase “unauthorized disclosure of personal information” will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

19. In addition to any other rights of inspection the Regional District of Nanaimo may have under the Agreement or under statute, the Regional District of Nanaimo may, at any reasonable time and on reasonable notice to the Consultant, enter on the Consultant’s premises to inspect any personal information in the possession of the Consultant or any of the Consultant’s information management policies or practices relevant to the Consultant’s management of personal



information or the Consultant's compliance with this Schedule and the Consultant must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

20. The Consultant must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Consultant as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Regional District of Nanaimo under this Schedule.
21. The Consultant acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

22. If for any reason the Consultant does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Consultant must promptly notify the Regional District of Nanaimo of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

23. In addition to any other rights of termination which the Regional District of Nanaimo may have under the Agreement or otherwise at law, the Regional District of Nanaimo may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Consultant, terminate the Agreement by giving written notice of such termination to the Consultant, upon any failure of the Consultant to comply with this Schedule in a material respect.

Interpretation

24. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
25. Any reference to the "Consultant" in this Schedule includes any subconsultant or agent retained by the Consultant to perform obligations under the Agreement and the Consultant must ensure that any such subconsultants and agents comply with this Schedule.



26. The obligations of the Consultant in this Schedule will survive the termination of the Agreement.
27. If a provision of the Agreement (including any direction given by the Regional District of Nanaimo under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
28. The Consultant must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
29. Nothing in this Schedule requires the Consultant to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.