



Request for Proposals No. 20-025

Professional Engineering Services

For

Whiskey Creek Water Service Area Production Wells, Booster Pump Station, and Transmission Main

Issue date: April 1st, 2020

Closing Date and Time:

Submission must be received at the Closing Location on or before:

3:00 PM Local Time on April 23rd, 2020

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
Email: GStPierre@rdn.bc.ca**

Contents

- 1 Background 2
- 2 Scope..... 3
- 3 Schedule..... 5
- 4 Extra Works..... 6
- 5 Proposal Submission 7
 - 5.1 General..... 7
 - 5.2 Submission 7
 - 5.2.1 Contact Person..... 7
 - 5.2.2 Requests for Information 7
 - 5.2.3 Proponent’s Information Meeting: 8
 - 5.2.4 Closing Date/Time/Location 8
 - 5.2.5 Late Responses..... 8
 - 5.2.6 Signed Offer 8
 - 5.2.7 Changes to Proposal Wording..... 9
 - 5.2.8 Withdrawal..... 9
 - 5.2.9 Acceptance of Proposals 9
 - 5.2.10 Definition and Form of Contract 9
 - 5.2.11 Modification of Terms..... 9
 - 5.2.12 Ownership of Responses..... 9
 - 5.2.13 Confidentiality of Information 10
 - 5.2.14 Conflict of Interest 10
 - 5.2.15 Solicitation of Board Members and RDN Staff..... 10
 - 5.2.16 Debriefing..... 10
 - 5.2.17 Liability for Errors..... 10
 - 5.2.18 Collection and Use of Personal Information 10
- 6 Proposal Evaluation Criteria..... 11
 - 6.1 Project Team, Experience, and Corporate Commitment..... 11
 - 6.2 Past performance, and references..... 11
 - 6.3 Project Understanding, Methodology, Task List and Deliverables 11
 - 6.4 Fees 12
- 7 Appendices..... 13

1 Background

The RDN took ownership of the Whiskey Creek Water Service Area (WCWSA) in 2011 at the request of the service area residents. The source water for the service area is collected via an intake gallery off Crocker Creek. This surface water supply has proved to be a challenge for the RDN, and during times of high turbidity and colour in the creek, the source water cannot currently be filtered to drinking water standards. Instead, water is trucked into the reservoir to maintain supply for the service area.

As of August 2016, the RDN has been in violation of its Island Health water system operating permit terms and conditions. This operating permit states that the RDN must either find an alternate ground water source for the system, or treat the existing surface water source, to meet BC Drinking Water Treatment Objectives (Microbiological) for Surface Water Supplies.

After significant effort over two years to find a suitable groundwater source, the RDN has now gained an SRW over a portion of private property, drilled two production wells, and requested source approval from Island Health.

The purpose of this RFP is to request proposals from qualified engineering firms for the design, tendering and contract management of a production well site, booster pump station modifications, and a transmission main to connect the new wells to our existing WCWSA reservoir.

See Appendix A for a map showing the location of the wellsite, booster pump station, and reservoir.

2 Scope

- Review all available related documents and complete a topographic survey to provide a base plan for design
- Review design requirements, including the draft functional description provided as Appendix B, and facilitate a meeting with RDN staff to discuss design options
- Prepare a final functional specification, based on the draft functional specification provided
- Prepare 50% design drawings, a technical memorandum and a Class C Estimate for the well site, booster pump site, and transmission main
 - o The design should include, but is not limited to:
 - Well Site
 - Power and control connections
 - Well pumps
 - Level Transducers
 - Pitless adaptors
 - Well head enclosures (manhole sections) and lockable lid
 - Water meters and sample ports
 - Fencing
 - Site works to allow for maintenance and operations access
 - Transmission Main
 - New water transmission main from the well site to the reservoir/booster pump station, including a water meter near the pumpstation
 - Conduit and cabling for power and control from the booster pump station to the well site
 - Booster Pump Station/Reservoir Site
 - New electrical supply to the booster pump station, including breaker panel, power factor correction if required, and surge protection for the booster pump station and the well site
 - New diesel back-up generator to supply power to the booster pump station and the well site
 - Automatic transfer switch
 - Telephone and internet connections
 - New booster pumps and booster pump/well pump controls
 - Piping to accommodate new pumps, meters, chlorination, etc.
 - VFDs for booster pumps and well pumps
 - Dual chlorination pumps and sodium hypochlorite storage tank
 - Reservoir level sensor/transmitter

- Process control panel and connections including an Allen Bradley CompactLogix 5380 Series PLC and an HMI
 - Roof replacement
- Facilitate a design review meeting with RDN staff, one week after the submission of 50% drawings, memo, and estimate. Design package should include a completed functional description/control narrative and P&ID based on the drafts provided in Appendix B
- Prepare 90% design drawings and a Class B Estimate, addressing all the comments provided on the preliminary design
- Facilitate a design review meeting with RDN staff, one week after the submission of 90% package
- Prepare tender drawings, addressing all the comments provided on the 90% design
- Prepare and submit a Works Within Highway ROW Application to MoTI on behalf of the RDN
- Prepare and submit a Construction Permit Application to Island Health on behalf of the RDN
- Coordinate connection of the booster pump station to electrical, telephone, and internet utilities
- Prepare tender documents in the latest MMCD 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, reviewing tenders, and preparing a recommendation for award
- Prepare construction contract documents in the latest MMCD format, including any required supplementary conditions and specifications, and Issued for Construction drawings.
- Manage the construction contract, including, but not limited to, progress payments, change orders, inspections, QA materials testing, shop drawing reviews, and substantial and final completion certificates
 - Assume a 16-week construction and commissioning schedule
 - Any QA materials testing required will be included as part of the engineering services contract
- Manage and facilitate start-up and commissioning activities, including preparation of a detailed commissioning plan, collaborating with the RDNs SCADA consultant
 - PLC Programming and SCADA configuration to be completed by others
- Provide 4 hours of on-site operator training
- Prepare record drawings for the project and submit 3 full size copies, 3 half size copies, an electronic (.pdf) copy, and complete AutoCAD files 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 permits, 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: April 23rd, 2020

Anticipated Tender Date: End of August 2020

Project Completion: End of February 2021

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 consultant's 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 previously 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.

A non-mandatory site meeting will be held at 10:00am on Wednesday April 8th, 2020 at the pumpstation/reservoir site located at 979 Poplar Way.

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 and Time, 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 Proponent's Information Meeting:

A non-mandatory site meeting will be held at 10:00am on Wednesday April 8th, 2020 at the pumpstation/reservoir site located at 979 Poplar Way.

5.2.4 Closing Date/Time/Location

Submissions must be received at the closing location on or before 3:00 PM (15:00 hrs), Local Time, on April 23rd, 2020. Select one (1) of the Submission Methods below:

1. By Email: With ***"Professional Engineering Services For Whiskey Creek Water Service Area Production Wells, Booster Pump Station, and Transmission Main"*** as the subject line at this electronic address:

gstpierre@rdn.bc.ca

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions.

2. By hand/courier delivery: One (1) copy of the Proposal along with one (1) electronic copy of the Proposal on a USB stick should be enclosed and sealed in an envelope clearly marked: ***"Professional Engineering Services For Whiskey Creek Water Service Area Production Wells, Booster Pump Station, and Transmission Main"*** delivered to the:

Regional District of Nanaimo
Main Reception – 2nd Floor
6300 Hammond Bay Road
Nanaimo, B.C., V9T 6N2
Attention: Gerald St. Pierre

Should there be any differences between the hard copy and the electronic copy, the hard copy will prevail. Proposals received by facsimile are not accepted.

5.2.5 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.

5.2.6 Signed Offer

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

5.2.7 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.

5.2.8 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.

5.2.9 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 as per 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.

5.2.10 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 C. No additional terms and conditions may be submitted with Proposals.

5.2.11 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.

5.2.12 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.

5.2.13 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.

5.2.14 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.

5.2.15 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.

5.2.16 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.

5.2.17 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.

5.2.18 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 20% 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 10% 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. References will 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.

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 – Whiskey Creek WSA Wellsite, Booster Pump Station and Reservoir Location Map

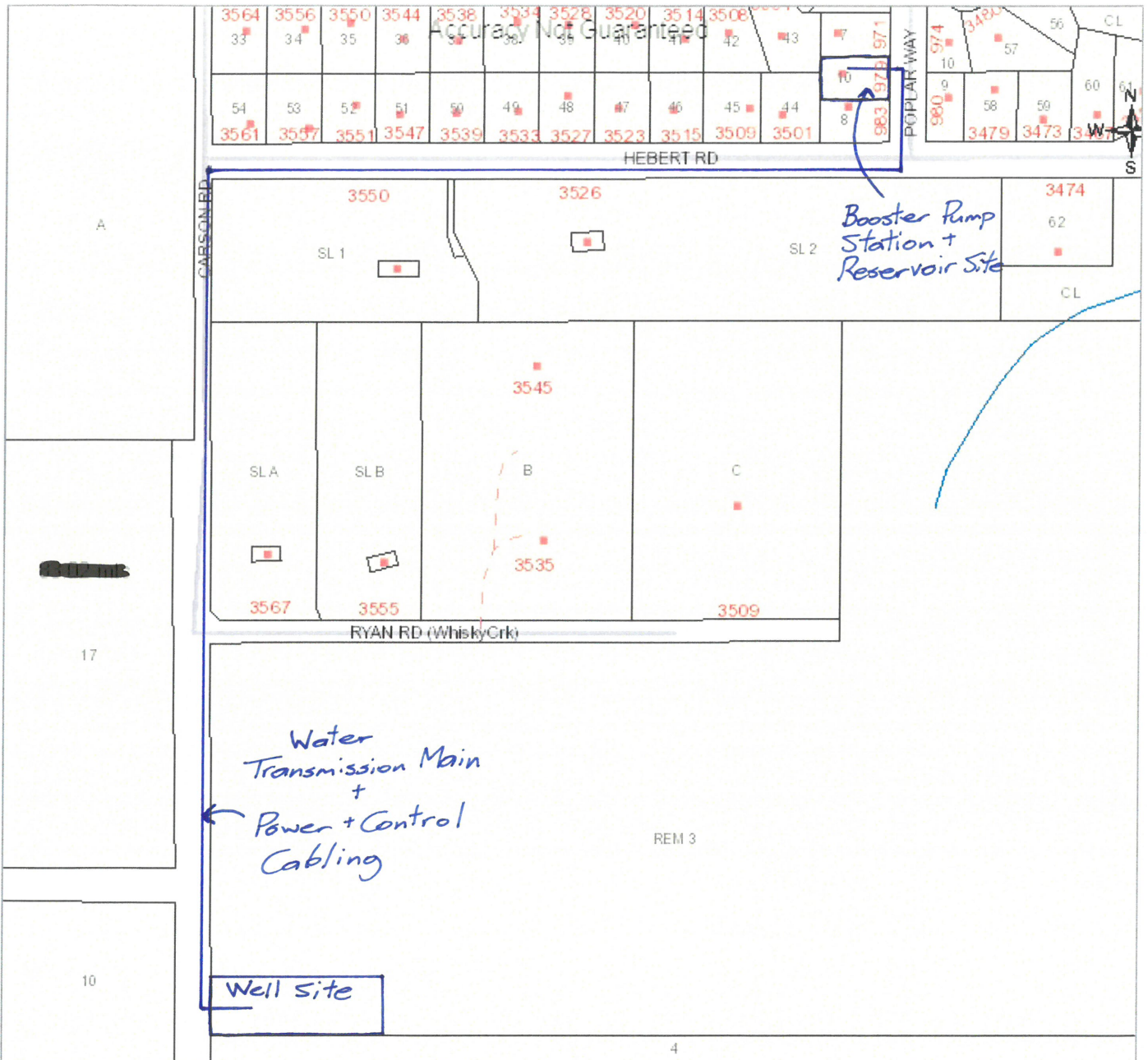
Appendix B – Draft Functional Description

Appendix C – RDN Consultant Services Agreement Contract Template

Appendix A – Whiskey Creek WSA Wellsite, Booster Pump Station, and Reservoir Location Map

WHISKEY CREEK WELL SITE, TRANSMISSION MAIN, AND BOOSTER PUMP STATION

Overview Map



Map Printed On 2019-11-06 14:52

Appendix B – Draft Functional Description

Draft Whiskey Creek Functional Description

Process Description

Water will be pumped from one or both production wells via a transmission main to the existing reservoir. Each wellhead will require a sample port. This well water will pass through individual flow meters at each wellhead, and then an additional flowmeter near the pumphouse and be chlorinated prior to entering the reservoir. The water will then be pumped from the reservoir into the distribution system by two booster pumps set up for lead-lag operation. Power will be supplied to the wellsite from the pumphouse via buried cable, and a back-up generator will supply emergency power to the wellsite and pumphouse/reservoir site. Extra power capacity for a deep well will be supplied as it may be required in the future.

Control Description

The well pumps will be controlled by Variable Frequency Drives (VFD) located in the pumphouse with the ability to control manually by motor frequency or automatically based on the well levels. A level sensor and transmitter will be installed at each well. Each well pump should also have a Hand-Off-Auto (HOA) switch located in the pumphouse. Each well will have a dedicated flow meter with local read-out.

As water enters the pumphouse/reservoir site the flow will be measured, and the water will be dosed with 12% sodium hypochlorite solution (chlorine) by one of two redundant chlorine metering pumps. The chlorine pumps will be variable speed units able to run to a specified speed on manual control or to vary speed (and chlorine dosing) automatically proportional to the incoming water flow (flow pacing). The dosage or ratio will be set by the operator. The chlorine pumps will alternate duty on each reservoir fill cycle. If one chlorine pump fails, the other will automatically start and a low priority alarm will be initiated. If both chlorine pumps fail the well pumps will stop, and a critical alarm will be initiated.

Reservoir level will be measured by a new sensor (and indicating transmitter) placed in the reservoir or drain line. Reservoir level will be used to control the well pumps and generate level alarms.

Distribution system pressure will be maintained by two variable speed booster pumps. Distribution pressure will be measured by two pressure sensors (each with an indicating transmitter). Booster pumps will be configured for lead-lag operation. The designated lead pump will change upon each start, if a fault occurs, or after a user-defined run time (hrs.) The lag pump will start up if required to maintain system pressure.

The VFDs will be configured to allow for user defined ramp up and ramp down rates to minimize pressure spikes in the distribution system. Over-pressure relief will be provided via a pressure tank. The booster pumps will also have HOA switches. VFD ramp rates will be maintained if the pumps are operated via the HOA switches.

A free chlorine residual analyzer with transmitter will sample from the distribution line leaving the reservoir and a distribution flow meter with transmitter will be installed.

An Automatic Transfer Switch (ATS) and any disconnects, motor starters, and circuit breaker panels required will be installed in the pumphouse. A diesel-powered backup generator capable of providing power to the entire system will be installed outside the pumphouse in a noise-reducing enclosure. An Uninterruptible Power Supply (UPS) capable of powering the system control equipment during an ATS

switch-over is required, along with surge protection, and power factor correction if required. All critical aspects of the backup generator operation, the ATS, and the UPS will be accessible through the main system Human-Machine-Interface (HMI).

The entire system will be controlled by an Allen Bradley CompactLogix 5380 Series PLC, and connected to an HMI.

A complete system functional description and control narrative will be provided, including a Process and Instrumentation Diagram (P&ID). PLC Programming and SCADA configuration will be done by others according to these documents.

Not to limit the development of the control narrative, but these functions are considered mandatory:

Trending:

- Chlorine residuals
- Chlorine ratio set point
- Incoming flow
- Distribution flow
- Reservoir level
- Well levels
- Distribution pressure
- Pump speed/frequency (all pumps)
- ATS status
- Generator status

Totalizers

- Individual well flow
- Total incoming flow
- Distribution flow
- Pump run hours (x6)
- Generator run hours

Alarms:

- Well -level LOW (x2)
- Pump FAULT (x6)
- Reservoir level LOW and HIGH
- Chlorine residual LOW and HIGH
- Distribution pressure LOW and HIGH
- Generator RUN
- ATS status UTILITY and GENERATOR
- Generator FAULT
- ATS FAULT
- Generator Fuel Level LOW
- PLC FAULT
- Communication FAIL

Preferred Products

Well Pump – Grundfos

Well Motor – Franklin

Well Head Meters – Badger or Sensus

Pumpstation Meters – ABB WaterMaster Electromagnetic Flowmeter

Chlorine Pumps – Prominent

PLC – Allen Bradley CompactLogix 5380 Series

HMI – To be determined

Chlorine Analyzer – Hach CL17

Appendix C – 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:

<Company Name>

<Company Street Address>

(the "**Consultant**")

OF THE SECOND PART

WHEREAS:

- A. The Regional District called for proposals for the provision of consulting services for **<insert project title>** (the "**Project**"), and the Consultant in reply submitted a proposal dated **<insert date>**. A copy of the request for proposals is attached as Schedule "C" to this Agreement, and a copy of the Consultant's proposal is attached as Schedule "D" to this Agreement.
- B. The Regional District 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 under this Agreement agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) **"Agreement"** means this agreement and all attached schedules; and
- (b) **"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 **<insert date>** and terminating on **<insert date>** (the **"Term"**), subject to earlier termination as provided in Part 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" and the Consultant's proposal set out in Schedule "D" 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 that 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 one 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 WorkSafeBC, and maintain workers compensation coverage with WorkSafeBC for the Consultant and its employees;

- (g) provide satisfactory proof of the Consultant's WorkSafeBC coverage to the Regional District upon request;
- (h) not subcontract any of its obligations under this Agreement without the Regional District's prior written consent;
- (i) ensure that all of the Consultant's subcontractors, subconsultants and partners that operate an independent business are registered with WorkSafeBC and have Personal Optional Protection coverage;
- (j) 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;
- (k) 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;
- (l) 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;
- (m) comply with the Consultant's obligations set out in Schedule "E" to this Agreement; and
- (n) 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, method and times of payment set out in Part 26.0 and Schedule "A" to this Agreement, plus any Goods and Services Tax applicable.
- 5.2 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 immediately 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.

9.0 NOTICE

9.1 Any notice required to be given under this Agreement will be deemed to be sufficiently given:

- (a) if hand/courier delivered, at the time of delivery;
- (b) if sent by email to the email addresses set out below, once it has been electronically transmitted; and
- (c) if mailed and accepted by any government post office and addressed as follows:

if to the Regional District 6300 Hammond Bay Road
Nanaimo, BC V9T 6N2
Attention: <insert project manager name>
Email: <insert email address>
Fax: <insert fax or delete this line>

if to the Consultant: <insert consultant address>
Email: <insert email address>
Fax: <insert fax or delete this line>

9.2 The parties agree that any changes to the above contact information for notices under this Agreement will be provided to the other party in writing.

10.0 TIME

10.1 Time is of the essence of this Agreement.

11.0 BINDING EFFECT

11.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

12.0 SURVIVAL OF CERTAIN COVENANTS

12.1 The covenants and agreements contained in sections 3.1(l), 6.1, and 8.1 shall survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.

13.0 RELATIONSHIP

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

- 18.1 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.

19.0 HEADINGS

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

20.0 INTERPRETATION

20.1 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.

21.0 DISPUTE RESOLUTION

21.1 If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

(a) the party initiating the process will send written notice to the other party (the “**Dispute Notice**”); and

(b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.

21.2 If the parties are unable to negotiate a resolution within 30 days of the Dispute Notice, the parties may request the assistance of a mediator agreed to by the parties within 30 days written notice of a request to appoint a mediator by any party, failing which the mediator will be appointed by the B.C. International Commercial Arbitration Centre (BCICAC), and unless the parties agree otherwise, this mediation will follow BCICAC rules and will terminate 60 days after the appointment of the mediator.

21.3 The parties will be responsible for their own costs under the dispute resolution process set out in this part 21.0.

22.0 COUNTERPARTS

22.1 This Agreement may be executed in counterparts 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.

23.0 DOCUMENTATION, PATENT AND COPYRIGHT

- 23.1 **Title.** The title, property rights, moral rights and ownership in and to all present and future materials and information produced or prepared by the Consultant 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 Regional District without any payment by the Regional District therefor.
- 23.2 **Patent and Copyright.** The title, property rights, moral 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 Regional District without any payment by the Regional District therefor.
- 23.3 **Further Assurances.** The Consultant shall upon request by the Regional District, do all such things and execute and deliver to the Regional District all such documents and instruments as the Regional District shall reasonably require in order to vest title, property rights and ownership in the Regional District and the Consultant shall execute and deliver all such assignments, documents and instruments as may, in the Regional District's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

24.0 DELAY IN PERFORMANCE

- 24.1 Neither the Regional District nor the Consultant 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 Regional District or the Consultant 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.

25.0 SEVERABILITY

25.1 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.

26.0 PAYMENT

26.1 The Consultant shall submit invoices to the Regional District 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.

26.2 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 Consultant shall also provide to the Regional District upon written request such receipts, bills, invoices or other evidence in support of each invoice for a billing period as the Regional District shall request.

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

26.4 The Consultant 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 Regional District 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.

27.0 SUBCONSULTANTS

27.1 Subject to section 3.1(h) and 14.1, the Consultant may retain subconsultants to assist in the performance of the Services provided that the terms of this Agreement shall apply to the subconsultants and provided that the Consultant shall be wholly responsible for the professional standards, performance and all actions of the subconsultants. The Consultant shall only employ subconsultants having the appropriate standards, qualifications and experience in their respective areas of expertise.

28.0 WORK AND SERVICES OMITTED

28.1 Upon receipt of written direction from the Regional District, the Consultant shall omit Services to be performed under the Agreement. The Consultant shall have no claim against the Regional District for loss associated with any omitted Services.

29.0 THIRD PARTY RIGHTS

29.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Regional District and the Consultant.

30.0 COLLECTION OF PERSONAL INFORMATION

30.1 Unless the Agreement otherwise specifies or the Regional District 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.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must tell an individual from whom the Contractor 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 to answer questions about the Contractor's collection of personal information.



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

<Insert scope of services and timelines>

A.2 DELIVERABLES

<Insert deliverables and outcomes>

A.3 FEES

1. The total fee to be paid to the Consultant by the Regional District shall not exceed a maximum of **<insert upset amount>**. This fee includes all expenses, disbursements and GST. Hourly rates outlined in the proposal, billed in quarter hour increments, subject to prior agreement by both parties, may be charged by the Consultant should the scope of the study be modified to include any supplemental work. Rates are firm for the initial term and any subsequent term extensions.
2. If the Contractor receives the Maximum Fee, but has yet to complete the Services, it shall continue to provide the Services until it has provided all of the Services.

SCHEDULE "B"

INSURANCE

<modify as required for the project at hand>

1. 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 and 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 Regional District is to be added as an additional insured under this policy.
 - b. **Automobile Third Party Liability Insurance** on all owned or leased vehicles in an amount not less than two million dollars (\$2,000,000.00)
 - c. **Professional Liability Insurance** of \$250,000 per claim and \$1,000,000.00 aggregate.
2. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Regional District.
3. The Consultant shall provide the Regional District with evidence of all required insurance prior to the commencement of the Services. Such evidence shall be in a form acceptable to the Regional District. When requested by the Regional District, the Consultant shall provide certified copies of required insurance policies.
4. All required insurance shall be endorsed to provide the Regional District with thirty days (30) advance written notice of cancellation or material change.
5. The Consultant hereby waives all rights of recourse against the Regional District 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 Services until the date of the final payment.

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

SCHEDULE "C"

RDN REQUEST FOR PROPOSALS

<insert project title>

Attached

SAMPLE

SCHEDULE “D”

PROPONENT’S PROPOSAL

<insert project title>

Attached

SAMPLE