



**REQUEST FOR PROPOSALS No. 22-027**

**Feasibility Study for Fire Protection Services to the Horne Lake  
Community in Electoral Area H**

**AND**

**Feasibility Study for options development for the Nanaimo River Fire  
Protection Service Area in Electoral Area C**

**ISSUED: March 1, 2022**

**CLOSING DATE AND TIME:**

Proposals are requested to be received at the Closing Location prior to:  
**3:00 PM (15:00 hrs) Pacific Time on March 25, 2022**

**Regional District of Nanaimo (RDN) Contact for Questions:**

Anita Sharma, Fire Service Coordinator

Email: [asharma@rdn.bc.ca](mailto:asharma@rdn.bc.ca)

Deadline for questions is three (3) business days before the closing date.

Proposals will not be opened in public



## Instructions to Proponents

### Closing Date/Time/Location

Proponents are requested to submit their Proposal prior to the closing time of 3:00 PM (15:00 hrs), Pacific Time, March 25, 2022.

### Submission Method:

1. By Email: In PDF file format with “**22-027 Fire Protection Services Feasibility Studies**” as the subject line at this electronic address: [asharma@rdn.bc.ca](mailto:asharma@rdn.bc.ca)  
**Please note: Maximum email file size limit is 15MB, or less.**

Proposals received in any other manner are not accepted.

### Amendment to Proposals

Proposals may be amended prior to the closing date in writing and sent via email at [asharma@rdn.bc.ca](mailto:asharma@rdn.bc.ca). Such amendments should be signed by the authorized signatory of the Proponent.

### Addenda

If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN and BC Bid websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure any and all amendments are included prior to submitting their final Proposal submission.

### Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to [asharma@rdn.bc.ca](mailto:asharma@rdn.bc.ca)

### Unsuccessful Vendors

Debriefings to unsuccessful Proponents will be available, on request, at a mutually agreeable time.

## 1. INTRODUCTION

The Regional District of Nanaimo (RDN) is seeking a qualified and experienced consultant to conduct two (2) separate feasibility studies with differing scope and pricing to be submitted in one proposal package of no more than 50 pages.

The first feasibility study is for the expansion of fire protection services within Electoral Area H, to the community of Horne Lake, under the operation of the Bow Horn Bay Volunteer Fire Department (BHBVFD).

The second feasibility study is for the development of options including potential fire hall designs, alternatives such as an apparatus storage garage, stopping annual reserve fund contributions, returning



reserve funds, or rationalizing the reserve fund contributions and/or retention of the collected funds raised for the construction of a fire hall in the Nanaimo Fire Protection Service Area.

The success of the feasibility studies is dependent on building and maintaining public trust by transparency in the decision-making process and ensuring public input and engagement throughout the duration of the project. The successful consultant must have experience with similar types of projects and be willing to work collaboratively with the various project stakeholders and the community.

Both studies should be concluded within 6 months of the date of the award letter, approximately September 2022.

## **2. BACKGROUND**

### **Fire Protection Services Feasibility Study- Horne Lake Community in Electoral Area H**

The Regional District of Nanaimo (RDN) established the Bow Horn Bay Fire Protection Service by Bylaw 1385 to provide fire protection and emergency response services with a portion of Electoral Area H and F (see attached maps). Fire protection and emergency response services are provided by the Bow Horn Bay Volunteer Fire Department Society under a long-standing service agreement.

The Horne Lake Community is a Strata Community in Electoral Area H comprised of approximately 400 strata lots plus common property (see attached maps). The owners of the Strata have expressed an interest in receiving fire protection services.

### **Feasibility Study for options development for the Nanaimo River Fire Protection Service Area in Electoral Area C**

In 2005 the properties in the Nanaimo River/South Forks area were petitioned to amend the boundaries of the Extension Fire Protection Service Area to include 47 properties within its boundaries. At the same time, the property owners were petitioned to create a new fire protection service area for the purpose of raising capital funds to build a firehall and purchase equipment.

In 2019, the RDN completed a standardization of fire halls project to develop standardized conceptual fire hall designs. Using these designs and the corresponding Class C estimate, the cost of constructing a satellite fire hall for the Nanaimo River Fire Protection Service Area is estimated at a minimum of \$3,640,000 (2022 dollars) excluding additional fire apparatus needed to meet the minimum requirements set by the Fire Underwriters Survey (FUS) per fire station.

In March 2021, the South Forks/Nanaimo River Road Association which has a membership of approximately one third of the impacted properties requested that the RDN look at options to potentially stop the annual reserve fund contributions, consider returning the funds, or to rationalize the reserve fund contributions and/or retention of the collected funds.



As of February 2022, the Nanaimo River Fire Protection Service area is composed of 72 properties who contribute approximately \$15,661 annually towards a capital reserve fund for the construction of a fire hall and equipment. The reserve account has a balance of \$231,731. The 72 properties are also included in the Extension Fire Protection Service area and receive fire protection services from the main fire hall located at 2201 Bramley Road, Nanaimo, BC.

### **3. SCOPE OF SERVICES**

#### **Fire Protection Services Feasibility Study Horne Lake Community in Electoral Area H**

The scope of services that the RDN requires of the Consultant include the following:

- 1) The Consultant must complete a feasibility study and analysis with developed recommendations and options on the requirements to extend fire protection services from the Bow Horn Bay Fire Protection Service Area. These requirements should include (but not limited to) options for: the acquisition of land, construction of a new fire hall, purchase of apparatus, and any potential upgrades required by the strata to roads or infrastructure to facilitate access. The study should also consider any additional operational costs as well as consider FUS requirements and water supply provisions.
- 2) The Consultant will conduct consultation sessions and/or work with:
  - RDN Emergency Services Department
  - RDN Finance Department
  - RDN GIS Department
  - Bow Horn Bay Volunteer Fire Department Fire Chief & Officers
  - Bow Horn Bay Volunteer Fire Department Society Board
  - Electoral Area H Director responsible for fire service area
  - Horne Lake Strata Community Residents
- 3) Other stakeholder consultations will be undertaken as recommended by the Proponent or RDN, as the project moves forward.
- 4) The consultant will be required to prepare and present two presentations on the findings: 1) to the Horne Lake Strata Community residents and 2) to the RDN Electoral Area Services Committee.

#### **Feasibility Study for options development for the Nanaimo River Fire Protection Service Area in Electoral Area C**

The scope of services that the RDN requires of the Consultant include the following:

- 1) A feasibility study that will develop and analyze options for the funds raised for the construction of a fire hall. Options should include (but not limited to) potential alternate cost-effective fire hall designs, alternatives such as an apparatus storage garage for expedited response to the area,



stopping annual reserve fund contributions, returning reserve funds, or rationalizing the reserve fund contributions and/or retention of the collected funds.

- 2) The study will include recommendations with implications and estimated costs.
- 3) A public engagement process with participating property owners is to be part of the study with a minimum of two engagement sessions, one to gather information and one to present findings and gather feedback on how the community wishes to proceed.
- 4) A report of the outcomes of the engagement sessions is to be included with the feasibility study and will form part of the presentation to the Electoral Area Services Committee.
- 5) The Consultant will conduct consultation sessions and/or work with:
  - RDN Emergency Services Department
  - RDN Finance Department
  - Extension Volunteer Fire Department Fire Chief & Officers
  - Extension Volunteer Fire Department Society Board
  - Electoral Area C Director responsible for fire service area
  - Nanaimo River Fire Protection Service Area participating property owners
- 6) Other stakeholder consultations will be undertaken as recommended by the Proponent or RDN, as the project moves forward.
- 7) The consultant will be required to prepare and present two presentations on the findings 1) to the Nanaimo River Community residents as noted above and 2) to the RDN Electoral Area Services Committee.

#### **4. DELIVERABLES**

1. Presentation of the findings of each individual feasibility study to the respective Communities and to the RDN Electoral Area Services Committee.
2. Present the findings and recommended options for each feasibility study in two separate final reports (one for each feasibility study) detailing the data collected, public engagement process and outcomes, analysis undertaken, conclusions drawn and options considered and evaluated.
3. A complete editable digital copy of each feasibility study report.
4. Before conclusion of the project, all documents, including but not limited to memos, reports, photographs, video, spreadsheets, and other documents created for the purpose of this project will be provided to the RDN digitally.

#### **5. BACKGROUND INFORMATION**

1. Bow Horn Bay Fire Protection Service Area
2. Horne Lake Strata Community Map
3. Bow Horn Bay Fire Protection Service Area with Horne Lake Community Combined Map



4. Extension Fire Protection Service Area inclusive of the Nanaimo River Fire Protection Service Area with proposed fire hall site

## **6. PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the following information.

No assumptions should be made that information regarding the Consultant or its participants, their experience, expertise, and performance on other projects is known, other than the documentation and responses submitted by the Consultant. Consultants are asked to structure their proposal in sequential order as listed below:

### **A. Cover Letter**

Your proposal should include a Cover Letter containing the following information:

- Company name, address, website address, telephone number, fax number, e-mail address and primary contact person.
- Signed by the person or persons authorized to sign on behalf of the company.
- Highlights of your proposal and a statement on why the Regional District of Nanaimo should consider your firm for this assignment.

### **B. Expertise And Qualifications Of The Firm**

The successful Consultant should have:

- Overview of the company, with a profile and brief history of the Consultant including areas of expertise.
- Demonstrated experience in conducting fire protection feasibility studies.
- Demonstrated knowledge and understanding of local government responsibility for fire services, including Regional Districts and services operated under contracts by fire department societies.
- Experience in all provincial statutory and regulatory requirements relating to fire services in British Columbia.
- The Project Manager and Team who will be assigned to this project and a copy of their resume or curriculum vitae.

### **C. Methodology/Project Plan/Deliverables**

Proponents should set out in summary fashion in the proposal how the proponent intends to provide the works and services required by the RFP in the Scope of Services and Deliverables sections. Describe the proponent's specific approach to the project, how collaboration with the RDN will be handled, innovative or value-added work that would be included. The Proponent should identify the project constraints and challenges and make recommendations on how best to overcome, including any resource requirements from the RDN.



Layout the plan to accomplish the project including timelines and key milestones. Provide any other details you deem important in this section that enhances your proposal.

#### **D. References**

Provide four (4) project abstracts that clearly outline previous experience with similar projects. The referenced projects shall be of similar or greater magnitude and have been successfully completed by the company within the past five (5) years. The project abstracts should clearly note the project value, location, Project Manager and key staff members, client names and their current contact information. References of the highest ranked proponent may be contacted for verification purposes.

#### **E. Fees**

Provide a comprehensive separate fixed fee for each feasibility study, in Canadian dollars (excluding taxes). Where savings are realized by combining tasks for each study such as kick off meetings and consultations, identify these tasks and distribute costs equally between each study. The total project cost for each study shall be inclusive of all Consultant costs, general and overhead expenses, and disbursements. Disbursements shall include the costs of printing and reproducing, drawings, reports, travel/accommodation costs, out of pocket expenses, and all other anticipated expenses.

<b>Evaluation Criteria</b>	<b>Point Value</b>	<b>Total Score</b>
Expertise and Qualifications of the firm	30	
Methodology/Project Plan/Approach	30	
Proposed Fees	40	
<b>Total</b>	<b>100</b>	

#### **NOTES:**

1. These are the ONLY factors which will be used to evaluate the submission.
2. The highest scoring or any submission will not necessarily be accepted.
3. The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price i.e.  $\text{Score} = \text{Min Cost} / \text{Cost} \times \text{Fee Points}$ .

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The RDN may evaluate proposals on a comparative basis by comparing one proponent's proposal to another proponent's proposal. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contain any financial or commercial terms that are unacceptable to the RDN.



The selection committee may proceed with an award recommendation or the RDN may proceed to negotiate with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

#### **F. Proposed Services Agreement**

Proponents need to identify any specific provisions contained in the draft Services Agreement that can be found at the end of this RFP with which it is unwilling or unable to comply from the attached and suggest replacement language.

### **6. GENERAL CONDITIONS**

#### **6.1 No Contract**

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

#### **6.2 Privilege Clause**

The lowest or any proposal may not necessarily be accepted.

#### **6.3 Acceptance and Rejection of Submissions**

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion to cancel this RFP, up until award, for any reason.

#### **6.4 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.

#### **6.5 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.





***6.7 No Claim for Compensation***

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Proponents agree that by participating in the RFP process they have no claim for compensation.

**Regional District of Nanaimo**  
**Schedule 'A' to accompany "Bow Horn Bay Fire Hall Protection Service Area Establishment Bylaw No. 1385, 2004".**

This map is a consolidation of Schedule 'A' of Bylaw No. 1385, 2004 for convenience purposes only, and includes amendments up to and including:

Bylaw No. 1385.10      Adopted: November 12, 2019

**Legend**

- Bow Horn Bay Fire Protection Service Area
- Electoral Area / Municipal Boundary

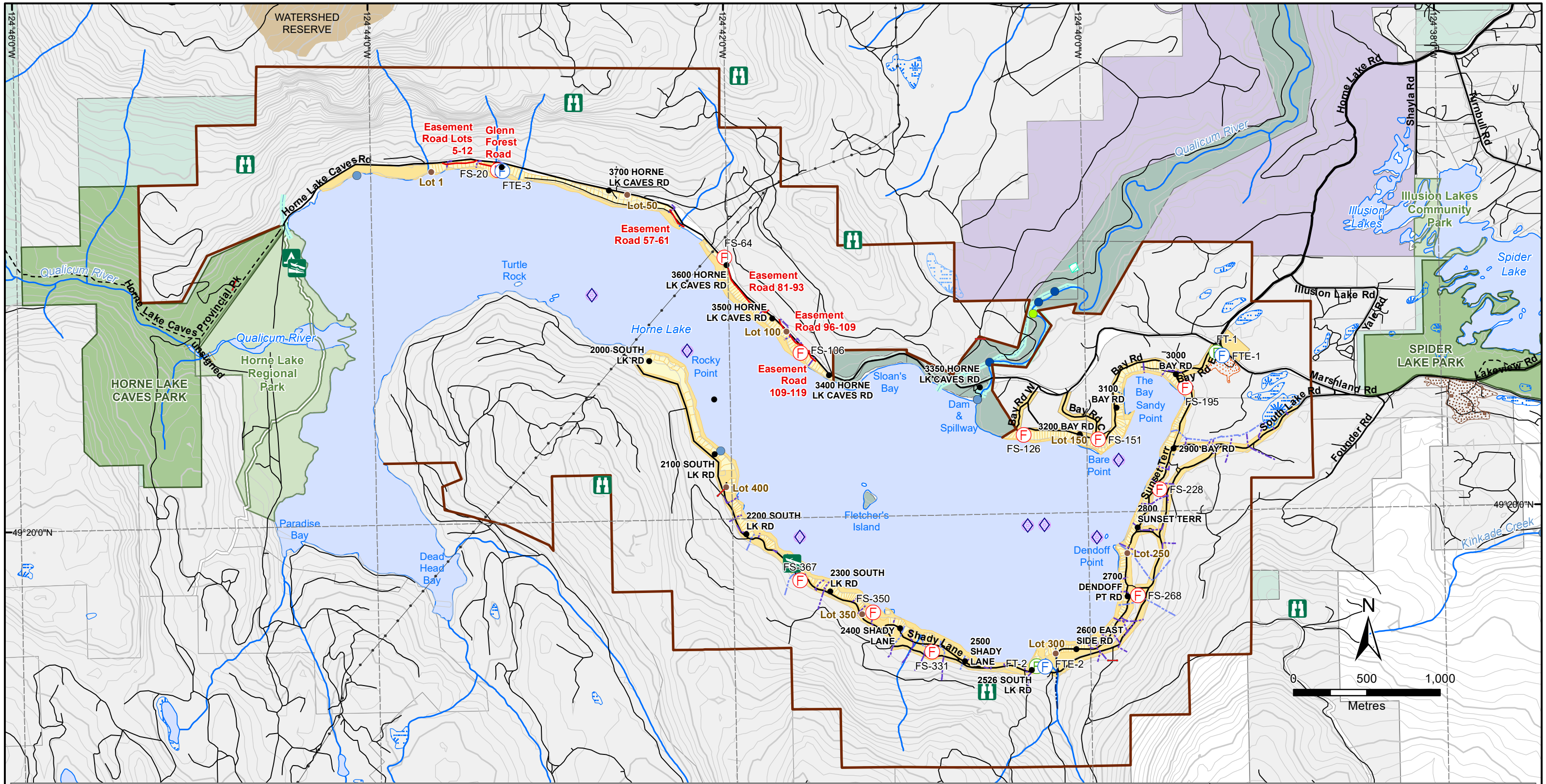
Chair \_\_\_\_\_      Corporate Officer \_\_\_\_\_

0 100 200 400 600 800 Meters

**INSET MAP**

BLK. 184  
 BLK. 810  
 BLK. 1090  
 BLK. 1374  
 BLK. 1374  
 BLK. 184  
 BLK. 360  
 BLK. 390  
 BLK. 370  
 BLK. 154  
 BLK. 1369  
 BLK. 1369

**SEE INSET MAP**



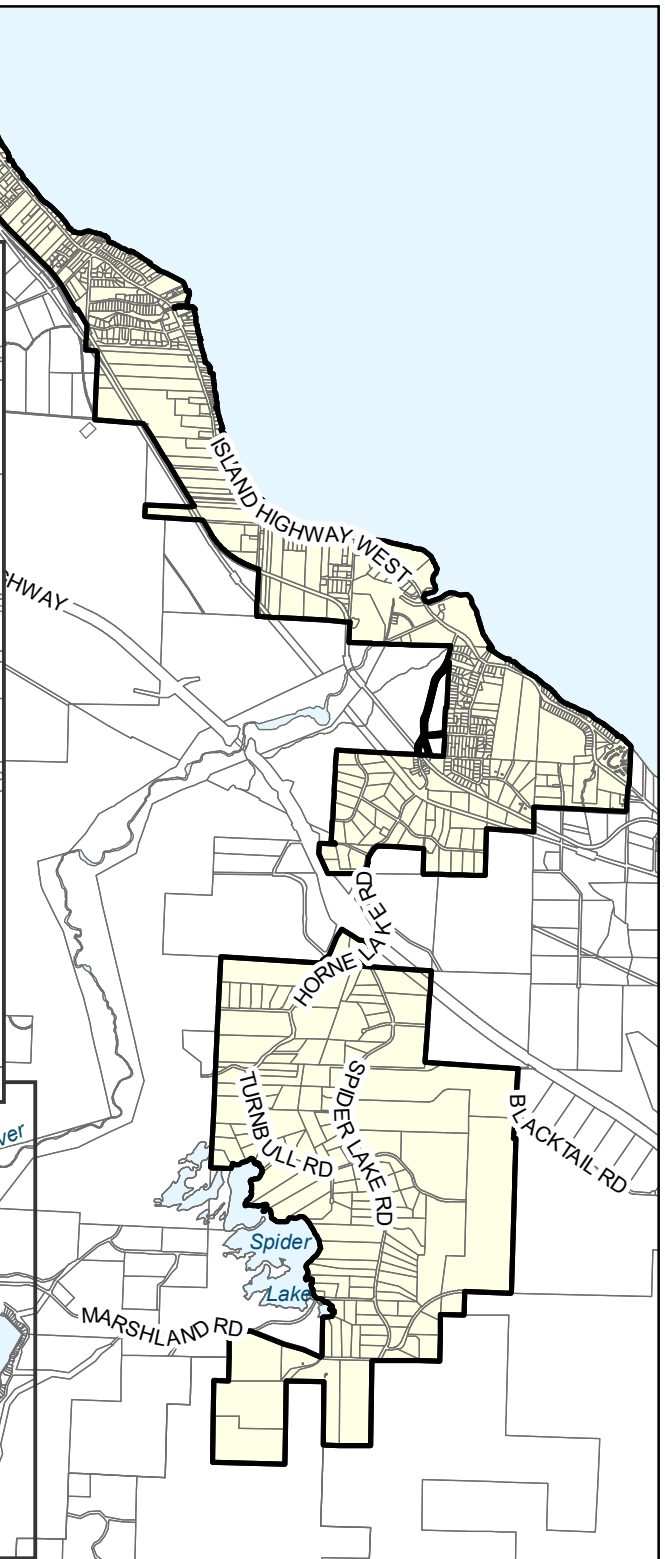
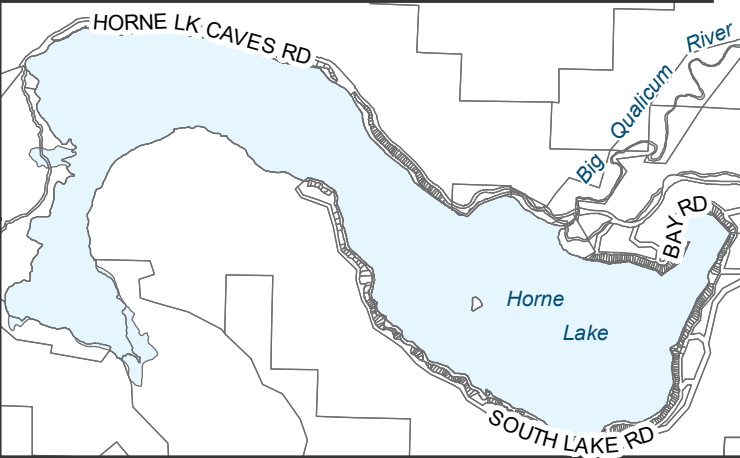
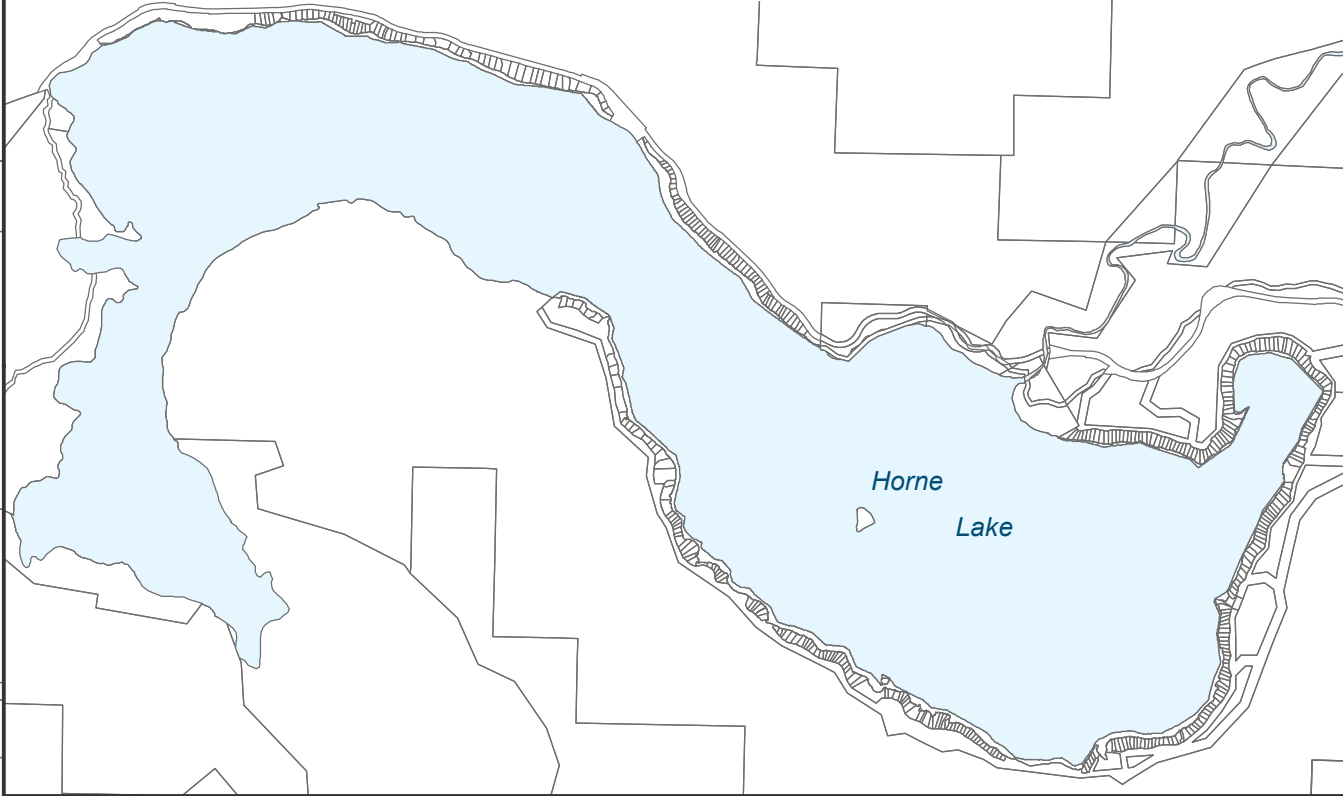
VIS5160 Bare Land Strata	Fire Station	Main Road	Lake	Water Licensed Works - Lines	Private
VIS5160 Common Ownership	Fire Tender	Local Road	Marsh	Water Rights Licences - Public	First Nation
Civic Address Range	Fire Trailer	Spur, Resource Roads	Swamp	Water Licensed Works - Points	Crown Provincial
Lot Number Range	Hazard Buoy	Recreation Road	Rivers and Streams	Falls/ Chute	Federal
Legal Survey Line	Boat Launch	Digitized Local Roads	Surveyed Stream - Class B	Gravel Pit	Municipal
Provincial Parks, Eco Reserves and Protected Areas	Camping	Foot Bridge	Surveyed Stream - Class C	Log Sort Yard	None or Unknown
Local and Regional Greenspaces	View Point	Gate	Surveyed Stream - Class D	Fish Hatchery	Crown Tenures
		Power Line	Surveyed Stream - Class NC		


### Horne Lake Strata Property

Map Scale: 1:25,000	Map Date: March 8, 2021
Projection: NAD 1983 BC Environment Albers	Map Sheet: 092F.037
GCS North American 1983	NTS: 92F/07
Latitude: 49° 20' 23" N	Longitude: 124° 41' 44" W

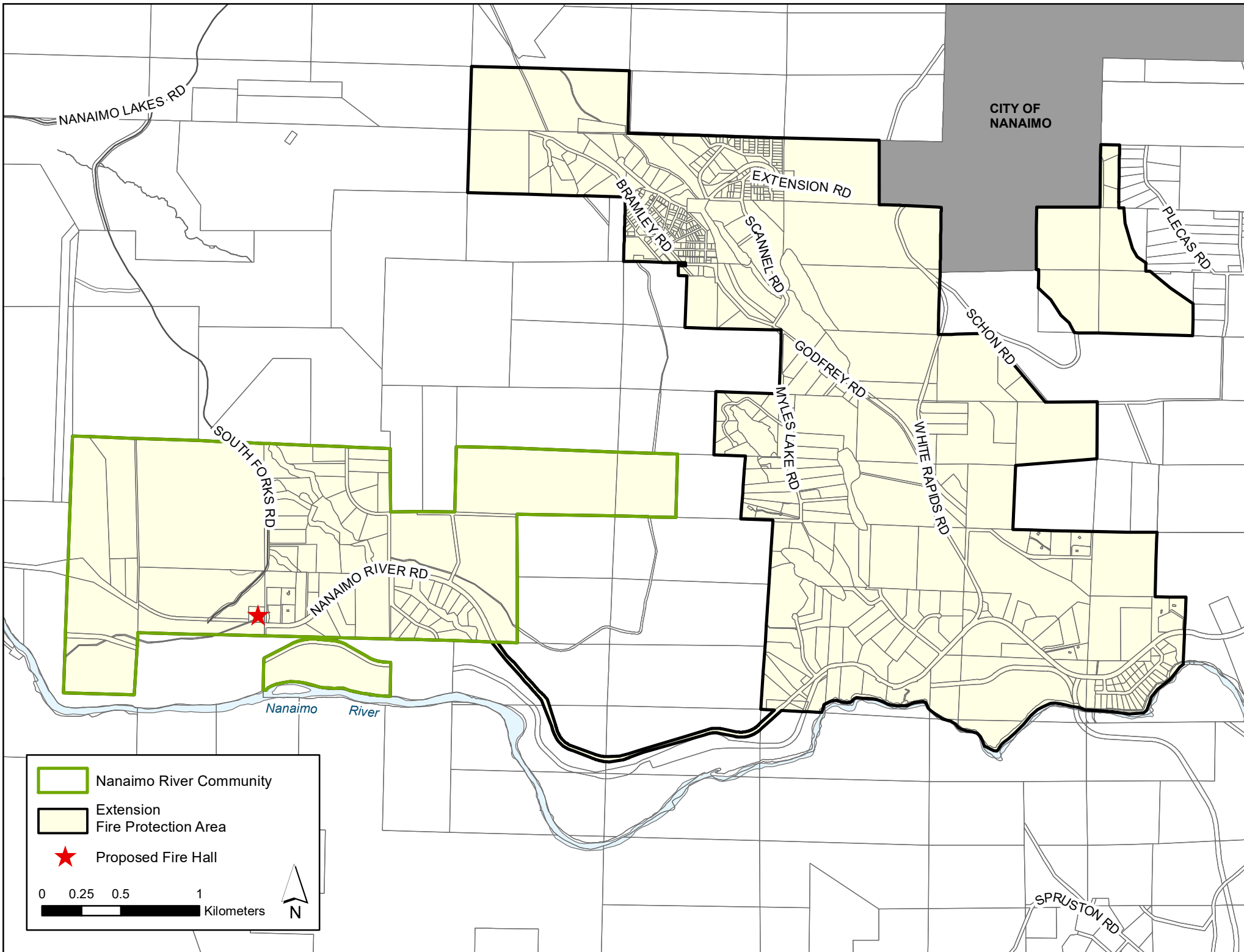
Prepared by: Zimmfor Management Services Ltd.

**HORNE LAKE COMMUNITY - APPROXIMATELY 445 PROPERTIES**



 Bow Horn Bay  
Fire Protection Area





**REGIONAL DISTRICT OF NANAIMO  
CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT made the <Day> day of <Month>, 20<XX>.

BETWEEN:

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

(hereinafter called the "Regional District" or "Client")

AND:

<VENDOR NAME>  
<Street Address>  
<City, Province>  
<Postal Code>

(hereinafter called the "Consultant")

**NOW THIS AGREEMENT WITNESSETH:**

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Consultant covenant and agree each with the other as follows:

**1 Appointment**

The Regional District retains the Consultant to provide the Services (herein called the "Services") described in Schedule 'B' which is attached hereto and forms part of this Agreement.

**2 Term**

The Consultant will provide the Services during the period (hereinafter called the "Term") commencing on <Enter Start Date> and ending on <Enter End Date>, unless sooner terminated as hereinafter provided.

**3 Payment**

The Regional District will pay to the Consultant, for the Services, the amount, in the manner and at the times set out in Schedule 'A' attached hereto. The Consultant agrees to accept the amount as full payment and reimbursement. No additional amounts may be charged by the Consultant unless pre-approved by the Regional District in writing.

#### **4 Independent Contractor**

The Consultant will be an independent contractor and not the servant, employee, or agent of the Regional District. 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.

#### **5 Assignment and Sub-Consultants**

The Consultant will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof. 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. Notwithstanding the foregoing, Consultant may, where appropriate, subcontract any portion of the Services its affiliates without the Regional District's prior written consent and Consultant shall remain liable for the performance of such affiliates.

#### **6 Ownership of Documents and Confidentiality**

- a) The Regional District will own all written material that is prepared for and delivered to it under this Agreement, except as follows: the Consultant will own the Certificate of Registration, its working papers, pre-existing materials and software, as well as any general skills, know-how, processes, proprietary methodologies, questions and questionnaires (except to the extent that the Regional District has provided such material), or other intellectual property (including a non-Regional District specific version of any deliverables) which the Consultant may have discovered or created as a result of the Services ("Consultant Materials").
- b) 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 remain with the Consultant. The Regional District has a non-exclusive, non-transferable, perpetual, irrevocable, royalty-free, and fully paid-up license to use any Consultant Materials included in the deliverables for the Regional District's own internal use as part of those deliverables (the "IP License").
- c) 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 maintain the Regional District's IP License and title, property rights and ownership in the written deliverables.

- d) The Client may copy and use any of the Instruments of Service for record and maintenance purposes and for any future renovation, repair, modification, and extension work, including updating the original work, with respect to that part of the Project to which the Services relate.

## **7 Conflict**

The Consultant shall not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Regional District, give rise to a conflict of interest between the obligations of the consultant to the Regional District under this Agreement, and the obligations of the Consultant to such other person, firm or corporation.

## **8 Limits of Liability**

In consideration of the provision of the Services by the Consultant to the Client under this Agreement, the Client agrees that any and all claims which the Client may have against the Consultant, its employees, officers, agents, representatives and Sub-Consultants in respect of the Services, howsoever arising, whether in contract or in tort, save and except for claims arising out of or in connection with any malicious act or malicious omission under paragraph 9, shall be absolutely limited to the amount of the insurance available at the date such claim is brought, including any deductible portion therein, provided that neither the Consultant nor any of its employees, officers, agents, representatives nor Sub-Consultants has done anything to prejudice or impair the availability of such insurance.

In no event shall the Consultant be liable for any loss or damage occasioned by delays or other causes or circumstances beyond the Consultant's reasonable control.

## **9 Indemnity**

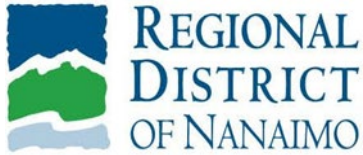
Notwithstanding the provision of any insurance coverage by the Client, and subject to paragraph 8, the Consultant shall indemnify and save harmless the Client, its officers, employees, agents, successors, assigns, representatives, Contractors and Other Consultants from and against any losses, claims, damages, actions and causes of action, costs, expenses, judgments and proceedings arising out of or in connection with any error, or negligent or malicious act or omission, by the Consultant or any of its officers, agents, representatives, employees or Sub-Consultants, except to the proportionate extent of any contributing negligent or wrongful act or omission of the Client, or any of its officers, agents, representatives, employees, Contractors or Other Consultants. The terms and conditions, of this indemnity provision shall survive the completion of all Services and the termination of this Agreement for any reason.

## **10 Insurance**

At the Consultant's expense, provide and maintain any insurance that the Consultant is required to provide by law. The Consultant must provide satisfactory proof of insurance coverage to the Regional District upon request.

Comprehensive General Liability Insurance 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, is to be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change and include a cross liability clause.

Professional liability (errors and omissions) insurance coverage shall be maintained to a limit of not less than \$250,000 per claim, \$1,000,000 aggregate.

Automobile third party liability insurance in an amount not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the Consultant.

The Consultant will responsible for paying any insurance deductibles.

## **11 Termination**

Notwithstanding any other provision of this Agreement:

- a) If the Consultant fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Consultant.
- b) Either Party may terminate this Agreement at any time upon giving the other Party seven (7) days' notice of such termination.

If either such option is exercised by the Regional District, the Regional District will be under no further obligation to the Consultant except to pay the Consultant such amount as the Consultant may be entitled to receive, pursuant to Schedule 'A', for services provided and expenses incurred to the date the said notice is given or delivered to the Consultant. The Consultant will refund to the Regional District any payment already made to the Consultant not yet earned.

## **12 Prior Dealings**

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings, or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby prior to the commencement of the work.

## **13 Waiver**

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

#### **14 Counterparts**

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.

#### **15 Dispute Resolution**

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.
- c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties should then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC. unless otherwise agreed.

#### **16 Freedom of Information**

The Consultant acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time.

#### **17 Collection of Personal Information**

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 Consultant 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 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 to answer questions about the Consultant’s collection of personal information.

## **18 Governing Law**

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

## **19 Worksafe BC Coverage**

Prior to the commencement of the work, all employers with employees must be registered with WorkSafe BC and remittance up to date. Self-employed proprietors or partners in a partnership, must have Personal Optional Protection coverage.

## **20 Confidentiality**

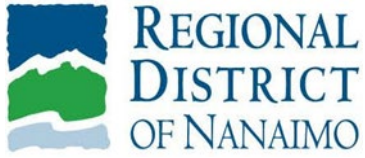
The Consultant shall not disclose any information, data or confidential information of the Regional District to any person, other than representatives of the Regional District duly designated for that purpose in writing by the Regional District and shall not use for its own purposes or for any purpose 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.

## **21 Delay in Performance**

Neither the RDN 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, pandemic, 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 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.

## **22 Miscellaneous**

All provisions of this Agreement in favour of the Regional District and all rights and remedies of the Regional District, either at law or equity, will survive the expiration or sooner termination of this Agreement.



**SIGNATORIES**

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

**For the Regional District of Nanaimo:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

**For the Consultant, <Company Name or Consultant's Name>:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

**SCHEDULE 'A'  
FEES & EXPENSES**

Total compensation to be paid to the Consultant by the Regional District of Nanaimo shall not exceed a maximum of **\$<Enter Amount>** in Canadian Dollars, unless pre-approved by the Regional District in writing. This compensation includes all fees and expenses including GST. If the services are completed by the consultant at less cost than maximum amount, the Regional District shall be billed only for actual hours worked and actual expenses incurred. If the Consultant receives the Maximum Fee, but has yet to complete the Services, it shall continue to provide the Services until it has provided all the Services.

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. 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. Except for the amounts which the Regional District in good faith is disputing 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.

**SCHEDULE 'B'  
SCOPE OF WORK**

**Enter/Attach RFP, Scope of Work, Deliverables and Timeframe**