REQUEST FOR PROPOSALS No. 20-061

Water Services Operations Facility Concept Development

ISSUED: October 16, 2020

CLOSING DATE AND TIME:
Submissions must be received at the Closing Location on or before:
3:00 PM (15:00 hrs) Local Time on November 4, 2020

Regional District of Nanaimo (RDN) Contact for Questions:
Murray Walters 250-390-6753 mwalters@rdn.bc.ca

Questions are requested at least five (5) business days before the closing date.

Proposals will not be opened in public

Instructions to Proponents

Closing Date/Time/Location
Submissions must be received at the closing location on or before 3:00 PM (15:00 hrs), Local Time, on November 4, 2020, in the following form:

1. By Email: With "Water Services Operations Facility Concept Development" as the subject line at this electronic address:
   rcu@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.

Amendment to Proposals
Proposals may be amended in writing and sent via email to the RDN contact person identified on the cover page on or before the closing. 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 (www.rdn.bc.ca) and BC Bid (www.bcbid.gov.bc.ca) 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 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 the RDN contact person identified on the cover page on or before the closing.

Unsuccessful Vendors
The District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.

1. INTRODUCTION

The purpose of this Request for Proposal is to solicit submissions from qualified firms to develop a concept for a new RDN Water Services Operations Facility. The longer-term plan is to follow up with the selected consultant, assuming satisfactory performance at each stage, with a preliminary design in 2021 and design and construction in 2022-2023. The long term plan is subject to budget being available and internal approvals being obtained.

Concept development includes a basic needs analysis, property suitability review, conceptual building design and yard layout, and Class C cost estimate.

The work should be complete by January 31, 2021.

2. BACKGROUND

RDN Water Services operates nine water systems, six sewer collection systems, two stormwater detention systems, and numerous neighbourhood streetlighting systems with the Regional District of Nanaimo. Operations and maintenance activities for these services are provided by a talented team of certified utility operators based in a leased facility in the South Parksville Industrial Park. This 7,600 ft^2 facility includes a large workshop/equipment storage space, several offices, a lunchroom, bathrooms, and a meeting room. Outside, the facility includes a fenced yard. The facility is not a point of contact with the public. The object of this project is to develop a concept for an RDN-owned building on RDN-owned land in Nanoose Bay to replace the leased facility. This should result in a significant long-term cost saving to the taxpayers involved in funding these services. The timeline for the project, if it proceeds beyond this first stage, is to complete further studies and obtain approval for the borrowing of the funds required in 2021. Detailed design and construction would follow in 2022-2024, with occupancy in early 2024.

3. SCOPE OF SERVICES

The following services should form the basis of a response to this request for proposals:

1. Visit the existing facility. To be arranged by the RDN at a mutually agreeable time, once the contract is in place.
2. Complete a basic needs analysis, based on current facility functionality.
3. Complete a property suitability review including zoning restrictions, septic field requirements, road access requirements, yard requirements, and any other parameters deemed significant to a person knowledgeable in this field.
4. Propose building features that could be incorporated to allow the building to be compliant with RDN Policy *"Wood First"*, and contribute towards the RDN Board's Strategic Plan goals of reduced greenhouse gas generation and "net-zero" energy consumption for RDN buildings. This latter goal is supported by RDN Policy "Green Building (2008)" which is currently under review. This work is not part of the IDP described in the policy, and LEED certification will not be sought for the new facility.

5. Complete a conceptual building plan and yard layout. This should include a simple plan and elevation view of the building and a simple plot plan of the property.
6. Prepare a Class C cost estimate.

4. DELIVERABLES AND OUTCOMES

The deliverables from this work, as described in the scope of services, should be encapsulated in a summary report in pdf format.

5. REFERENCE/BACKGROUND INFORMATION

Included in this RFP is the following information:

1. RDN Wood First policy
2. RDN Green Building policy
3. Simple property report on the proposed location for the new facility.
4. Simple layout of the existing facility.

There is a budget of $50,000 & GST for this work.

6. PROPOSAL SUBMISSION AND EVALUATION

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.

Please include with your proposal:

a) Brief corporate background, history, and areas of expertise;
b) Curriculum vitae of key project team members, reasons why they were selected for this project and demonstrate how they will add value to the project;
c) Demonstrate your understanding of the scope of services required by providing a detailed plan to complete the work, including timelines and key milestones;
d) Identify challenges, constraints and obstacles in the project and advise strategy to minimize;
e) Suggestions to add value to the project or more efficient delivery of the work?
f) Describe how your firm will provide regular status reports;
g) Describe your firm's quality management process;
h) Comprehensive proposed fee, in Canadian Dollars, in a Schedule of Effort Table, identifying all project contributors, their per hour charge out rates, individual tasks, hours and all disbursements including travel.

Proposals will be evaluated on the following basis 60% Technical, 40% Financial.

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. Score = Min Cost/Cost x 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 enter into negotiations 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.

7. PROPOSED PURCHASE CONTRACT

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider revisions to the form of Contract in the proposal.

8. GENERAL CONDITIONS

8.1 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.

8.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

8.3 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 cancel this RFP, up until award, for any reason whatsoever

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

8.4 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.

8.5 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.

8.6 Litigation Clause

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

(a) any other contract for works or services; or
(b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.

8.7 Exclusion of Liability

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, expense, 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. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

8.8 Ownership of Proposals

All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

8.9 Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.

REGIONAL DISTRICT OF NANAIMO

Reference Information

1. RDN Wood First policy
2. RDN Green Building policy
3. Simple property report on the proposed location for the new facility.
4. Simple layout of the existing facility.

REGIONAL DISTRICT OF NANAIMO

POLICY

SUBJECT:	***Wood First Policy for RDN Facilities***	POLICY NO:	B1.20
		CROSS REF.:	
EFFECTIVE DATE:	February 22, 2011	APPROVED BY:	Board
REVISION DATE:		PAGE:	1 of 1

PURPOSE

To ensure the use of wood products as primary building materials, and to give consideration to wood-based biomass as a renewable energy source wherever practical and appropriate in the design and construction of building and renovation projects owned or funded by the Regional District of Nanaimo, and in a manner consistent with the BC Building Code and the Green Building Policy for RDN Facilities.

POLICY

1. For this policy, *wood product* refers to wood that has been prepared for use in construction or energy production and may include but is not limited to sawn and dressed timber, plywood, fabricated wood, wooden structural components, fittings and joinery, oriented strand board, trusses, preservative treated wood, glulams, and engineered wood products such as laminated veneer lumber and wooden furniture; as well as pelletized wood or other wood-based biomass fuel sources.

2. For this policy, *primary building material* refers to a building material that is used as a structural component or as a major architectural component in the design of a facility or structure.

3. In Requests for Proposals (RFP) for Regional District of Nanaimo construction and renovation projects, staff are to include as a key criterion provisions that require respondents to detail expertise, experience and excellence in the use of wood as a primary building material, and how the use of wood could be incorporated in the project for which the RFP has been issued. This includes the potential use of wood as a renewable energy source.

4. In evaluating proposals, staff may give favourable consideration to respondents that demonstrate:
   - The best understanding of the potential use of wood as a primary building material or energy source for the specific project;
   - The highest level of experience and innovation in the use of wood products; and
   - How the use of wood is a cost-effective choice for the construction project.

5. Where practical and appropriate, the use of certified sustainable forest products is preferred. At the outset of the project, and as part of the requisite Integrated Design Process, the project team will establish a goal for the percent content of certified wood for the project.

REGIONAL DISTRICT OF NANAIMO

P O L I C Y

SUBJECT:	***Green Building Policy for RDN Facilities***	POLICY NO: CROSS REF.:	B1.16
EFFECTIVE DATE:	May 27, 2008	APPROVED BY:	BOARD
REVISION DATE:		PAGE:	1 of 4

PURPOSE

To establish a Green Building Policy for all Regional District of Nanaimo (RDN) facilities. The key feature of the policy is to establish an Integrated Design Process (IDP) for all new construction and renovation projects undertaken by the RDN. The IDP involves establishing a vision, goals and objectives for a building and its performance and relies on a collaborative design team consisting of a range of consultants engaged at the outset of the project.

POLICY

1. An Integrated Design Process (IDP) will be the foundation for all new construction and renovations undertaken by the RDN.

   a. The IDP consists of seven phases, each with a particular process and outputs, as identified below. While all projects will be unique, this summary provides a useful guide in establishing the expectations for what an Integrated Design Process undertaken by the RDN should entail:

      i. Phase 1 - Pre-Design

      Process:

      - Establish a diverse team, include a facilitator;
      - Establish a foundation for the team, including fee schedules that provide incentives for consultants to incorporate high-performance, green building systems; and
      - Host key meetings including project preparation, visioning workshop, programming meeting, facilities management, etc.

      Outputs of Pre-Design:

      - Vision statement, goals, objectives and targets;
      - Pre-Design Report, including synopsis of visioning workshop;
      - Preliminary budget that includes cost of IDP activities; and
      - Communications protocol.

      ii. Phase 2 - Schematic Design

      Process:

      - Ensure an understanding of site challenges and opportunities;
      - Clarify functional program and program implications across disciplines; and
      - Host ongoing meeting as necessary to brainstorm, develop concepts, evaluate and refine ideas, and for team cohesiveness;

Outputs of Schematic Design:

- Goals and targets matrix;
- Preliminary energy analysis;
- Preliminary financial estimate;
- Schematic design report; and
- Roles and responsibilities matrix.

iii. Phase 3 – Design Development

Process:

- Introduce new/additional specialists to the team, as necessary,
- Assess feasibility of green building strategies and technologies; and
- Simulate building performance, as required.

Outputs of Design Development:

- Design development report including energy simulation results;
- Detailed financial report using life-cycle costing; and
- Updated goals, roles and responsibilities.

iv. Phase 4 - Construction Documentation

Process:

- Coordinate Construction Documents between all disciplines;
- Include green building aspects in Construction Documents; and
- Ensure that the impacts of all changes are evaluated.

Outputs of Construction Documentation:

- Project specifications with embedded performance criteria;
- Material substitution policy;
- Tender documents with clear explanation of innovative aspects, contractor responsibilities for green building documentation, and training and supervision of trades/sub-contractors;
- Develop commissioning plan; and
- Updated goals, roles and responsibilities.

v. Phase 5 – Bidding, Construction and Commissioning

Process:

- Transition from the design team to the construction team;
- Train maintenance and operations staff and occupants;
- Include performance criteria in contract documents;
- Host pre-tender award meeting to discuss green design intent;
- Host an information session for contractor and trades; and
- Host regular site meetings.

Outputs of Bidding Construction and Commissioning:

- Record drawings of the build project;
- Commissioning reports; and
- Operations and maintenance manuals as necessary.

vi. Phase 6 - Building Operation (Start-up)

Process:

- Transfer of knowledge between design team, commissioning agent, building operator and occupants;
- Transfer of all building documentation to owner;
- Establish tools and/or process for ongoing monitoring;
- Share lessons learned; and
- Educate staff and occupants about green building features.

Outputs of Building Operations (Start-up):

- Training, education and outreach materials;
- Measurement and monitoring data; and
- Completed commissioning documentation

vii. Phase 7 – Post-Occupancy

Process:

- Establish a building performance evaluation team with a budget and meeting schedule, as necessary; and
- Put monitoring equipment and/or methods in place.

Outputs of Post-Occupancy:

- Continuous monitoring and evaluation of building performance.

b. In order to follow an Integrated Design Process, a diverse and knowledgeable team is required. This will vary, potentially significantly, from project to project. The following list indicates the range of team members that the RDN may need to draw from at the outset of an Integrated Design Process:

Core Team	Additional Team Members (as necessary)
RDN Representative / Project Manager	Ecologist
Facilitator	Occupant representative
Architect	Programming specialist
Landscape Architect	Interior designer/ materials specialist
Structural Engineer	Planner/ Building Department representative to highlight code or other regulatory issues
Mechanical Engineer (with experience in energy modeling and analysis)	Lighting and day-lighting specialist
Electrical Engineer	Soils or geotechnical expert
Green Design Specialist	Commissioning Agent
Civil Engineer	Others as required
Facilities Manager	
Cost Consultant with experience in Life-Cycle Costing	
General Contractor	

2. Within the context of an IDP, the RDN will set the goal that all new construction and major renovations will maximize building performance, optimize energy efficiency and minimize greenhouse gas (GHG) emissions as measured in annual tonnes of carbon dioxide equivalent (CO_2e). Based on the urgent need to achieve significant reductions in GHG emissions in the immediate term, use the concept of 'carbon neutral' buildings to guide discussion at the outset of the IDP for capital projects, and achieve the following:

    a. 50% reduction in tonnes of CO_2e for all new construction and major renovations starting in 2010, relative to the Model National Energy Code, and as measured by an energy modeling specialist;

    b. 60% reduction in tonnes of CO_2e for all new construction and major renovation between 2012 and 2014 relative to the Model National Energy Code, and as measured by an energy modeling specialist;

    c. 70% reduction in tonnes of CO_2e for all new construction and major renovation between 2015 and 2019 relative to the Model National Energy Code, and as measured by an energy modeling specialist;

    d. 80% reduction in tonnes of CO_2e for all new construction and major renovation between 2020 and 2024 relative to the Model National Energy Code, and as measured by an energy modeling specialist;

    e. 90% reduction in tonnes of CO_2e for all new construction and major renovation between 2024 and 2029 relative to the Model National Energy Code, and as measured by an energy modeling specialist; and

    f. All new construction and major renovations are carbon neutral by 2030.

3. At the outset of the IDP for capital projects, consider the goal of achieving third-party verified, green building certification for all new construction and major renovations. Target LEED Gold (or equivalent), and achieve a minimum of LEED Silver (or equivalent), including registration and certification for new construction and renovations over $500m^2$ with the majority of floor space devoted to tenant use and occupation.

4. Require that a green building specialist (e.g. LEED Accredited Professional) is involved in all capital construction projects.

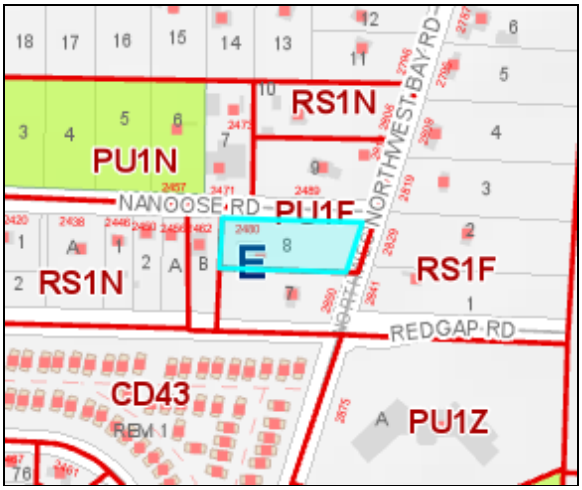
5. Use the life-cycle costing approach in budgetary planning for major capital projects.

6. Use the IDP to generate educational materials to encourage learning and awareness of green building practices for staff within the RDN and for people in the wider community.

7. Review and adapt the IDP as the foundation for the Green Building Policy for RDN buildings after five years, or upon recommendation from staff and/ or the RDN Board of Directors.

Property Summary Report (INTERNAL)

PID:	003314952
Folio Number:	769010149.280
Legal Description:	LOT 8, DISTRICT LOT 130, NANOOSE DISTRICT, PLAN 22076
Plan Number:	VIP22076
RDN ID:	7207
Type:	LOT
Address:	2480 NANOOSE RD
Owner:	DISTRICT) NANAIMO (REGIONAL



More Information

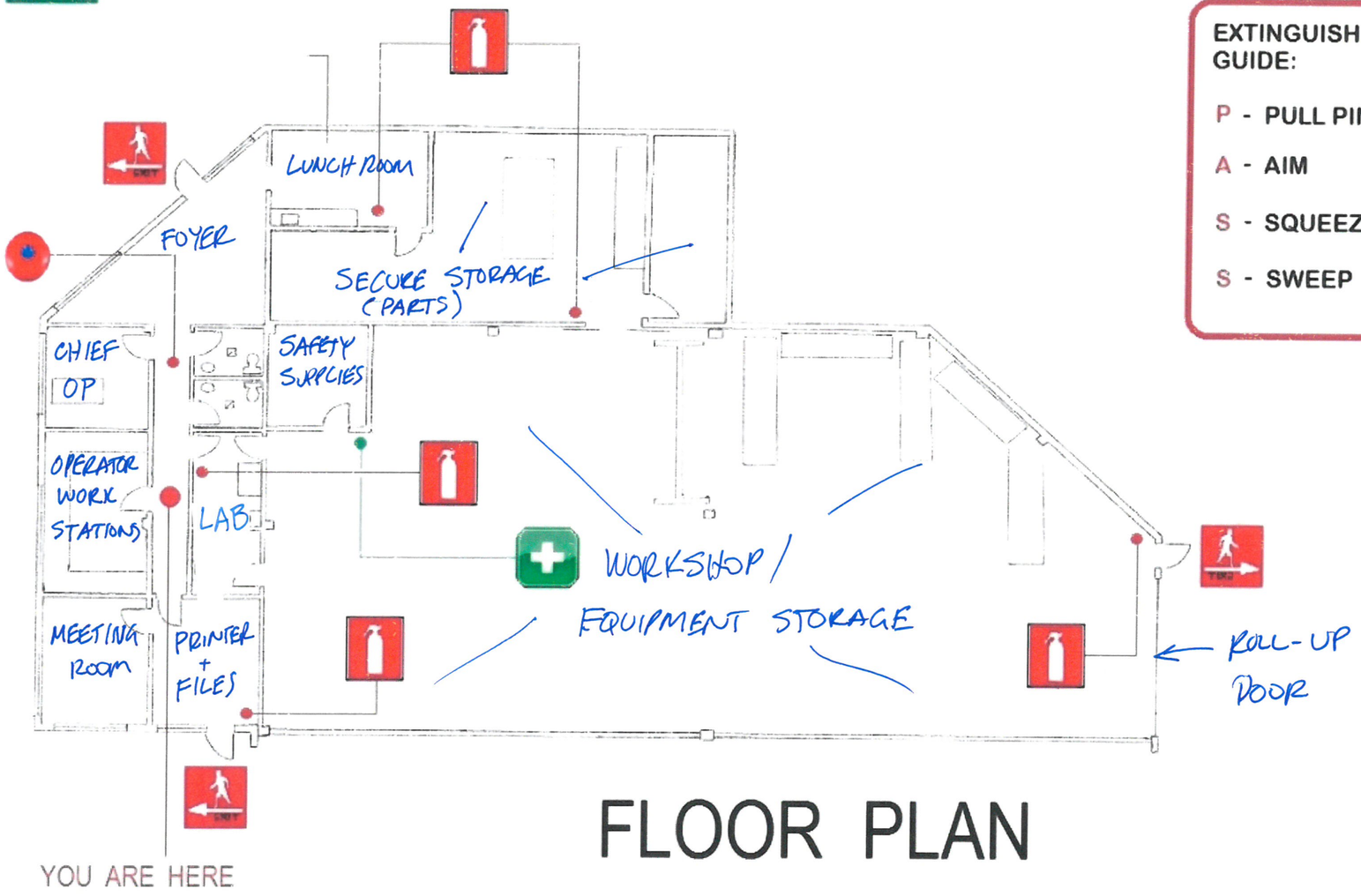
Agricultural Land Reserve:	No
Dimensions (BC Assessment data):	Acres: 1.25
Electoral Area:	E
Fire Protection Area:	NANOOSE FIRE PROTECTION (NANOOSE BAY FIRE DEPT)
Floodplain:	
Building Inspection:	YES
Development Permit Area(s):	Eagle and Heron Nesting Trees, Farmland Protection, Freshwater and Fish Habitat, Nanoose Bay Form and Character
RGS UCB:	Red Gap
RGS Land Use:	Rural Village Area
OCP Land Use:	NANOOSE BAY OCP, Red Gap Village
Zone:	BL 500, PU1, F
Water LSA:	Nanoose Bay Bulk Water Supply LSA Bdy Amendment (BL 1049.10), Nanoose Bay Peninsula Water (BL 867.09)
Bulk Water LSA:	Nanoose Bay Peninsula Water Service DCC Bylaw (BL1715)
Sewer LSA:	
Sewer DCC:	
Sewer Late Comer:	
Streetlighting LSA:	

Report generated: 14 October 2020 11:23 AM

WATER OPS FLOOR PLAN

FIRE EVACUATION PLAN

Assembly Point - NE' End of Parking Lot



FLOOR PLAN

EXTINGUISHER GUIDE:

P - PULL PIN

A - AIM

S - SQUEEZE

S - SWEEP

EVACUATION PROCEDURE

Remove People from Danger
If safe to do so. Do not obstruct Exits

Alert People Nearby
Dial 911 and state name and address

Confine Fire & Smoke
Close doors behind you if practical

Extinhuish or Contain fire
Only if trained to do so and Evacuate

LEGEND

FIRE EXTINGUISHER

FIRE ALARM

BUILDING EXIT

FIRST AID KIT

ASSEMBLY POINT

UNIT # 8 1065 HERRING GULL WAY, PARKSVILLE BC

REGIONAL DISTRICT OF NANAIMO

Preferred Form of Contract

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")

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.

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-contracting

Unless already approved by the Regional District, the Consultant will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Ownership of Documents and Confidentiality

6.1 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.

6.2 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.

6.3 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.

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. Indemnity

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.

9. Insurance

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 Contractor.

The Contractor will provide copies of insurance certificates prior to the commencement of any work.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC.

15. 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.

16. 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 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.

REGIONAL DISTRICT OF NANAIMO
ESTABLISHED 1967

17. Governing Law

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

18. Worksafe BC Coverage

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.

19. 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.

20. Confidentiality

The Contractor 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 Contractor 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 Contractor 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.

SIGNATORIES

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

For the Regional District of Nanaimo:

)
)
_____)
<Name>, <Title>

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

)
)
_____)
<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. This compensation includes all fees and expenses excluding 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.

Payment by the Regional District to the Consultant will be upon receipt of the final report and invoice for completed services and will be paid on a net 30 days basis from date of receipt.

SCHEDULE 'B'
SCOPE OF WORK

Enter/Attach Scope of Work, Deliverables and Timeframe