



Request for Standing Offers No 21-075

Archaeological Consulting Services

Three (3) Year Agreement

Issue Date:

October 5, 2021

Closing Date and Time:

Submissions must be received by email to alimpus@rdn.bc.ca
on or before 3:00 pm on October 26, 2021. Maximum file size is 20 MB.

Contact Person:

Adrian Limpus
Engineering Technologist – Wastewater Services
Regional District of Nanaimo
alimpus@rdn.bc.ca

Table of Contents

- 1. Invitation 3
- 2. Background..... 4
- 3. Scope 5
- 4. Instructions to Proponents 6
 - 4.1 Contact Person 6
 - 4.2 Closing Date/Time/Submission Method 7
 - 4.3 Amendments to Submissions..... 7
 - 4.4 Addenda 7
 - 4.5 Withdrawal of Proposals..... 7
 - 4.6 Unsuccessful Vendors 7
- 5. General Conditions 8
 - 5.1 No Contract 8
 - 5.2 Privilege Clause 8
 - 5.3 Acceptance and Rejection of Submissions..... 8
 - 5.4 Conflict of Interest..... 8
 - 5.5 Solicitation of Board Members and RDN Staff..... 8
 - 5.6 Litigation Clause 8
 - 5.7 Exclusion of Liability 9
 - 5.8 Ownership of Proposals 9
 - 5.9 Freedom of Information..... 9
 - 5.10 Signed Offer..... 9
 - 5.11 Environmental Management System..... 9
- 6. Evaluation 10
- 7. Proposal..... 11
 - 7.1 Proposal Format..... 11
 - 7.2 Technical Section (60% of Evaluation Score) 12
 - 7.2.1 Project Team Experience..... 12
 - 7.2.2 Past Performance, Corporate Experience, and References..... 12
 - 7.2.3 Project Management Approach and Methodology 13
 - 7.3 Financial Section (40% of Evaluation Score) 13
- APPENDIX A: RECEIPT CONFIRMATION FORM..... 14
- APPENDIX B: ARCHAEOLOGICAL CONSULTING STANDING AGREEMENT 15

1. Invitation

The Regional District of Nanaimo (“RDN”) is interested in receiving proposals from qualified and professional archaeological firms interested in providing consulting services. Services will be provided primarily for the RDN’s Regional and Community Utilities and Parks departments, however other departments may require archaeological services as well.

Description:	Archaeological Consulting Services - Three (3) Year Standing Offer Agreement
Date Issued:	October 5, 2021
Submission Deadline:	October 26, 2021
Submission Method:	Submissions are to be received via email at alimpus@rdn.bc.ca . Maximum file size is 20 MB.
Submission Deadline:	3:00 pm (Pacific Standard Time)

The submissions received in this Request for Standing Offers (RFSO) process will be used to develop a list of pre-qualified firms which would enter into a Standing Offer Agreement for the provision of archaeological consulting services over a 3-year term.

The Standing Agreement will allow the RDN’s staff to work directly with the firms on this list to complete consulting assignments without the requirement of issuing a Request for Proposals (RFP) by assignment. The Standing Agreement is for routine consulting assignments valued at \$50,000 or less. Assignments valued over \$50,000 will be procured separately.

Work may be assigned on the expertise, proposed fee budget, scope, project methodology, availability, and schedule. The selection of which firms would be used for specific assignments will be at the sole discretion of the RDN.

The consultants will provide these services on an “as required” basis for the duration of the term.

The contract will be for a three (3) year term anticipated to commence mid-November 2021.

At this time, the RDN’s budget for archaeological consulting is anticipated to be around \$100,000 per year over the next 3 years. The Regional District does not however warrant or represent those professional fees over the next 3 years will correspond with this estimate.

The Standing Agreement also does not prevent the RDN from issuing a Request of Proposals or following other procurement processes depending on the nature of the archaeological consulting assignment.

Please direct all Standing Offer inquiries and questions in writing by email to:

Adrian Limpus
Engineering Technologist – Wastewater Services
Regional District of Nanaimo
alimpus@rdn.bc.ca.

2. Background

Consulting assignments will primarily be related to the archaeological permitting of projects undertaken by the Regional and Community Utilities and Parks departments over the 3-year term, however other departments may require archaeological services as well.

Regional and Community Utilities

Archaeological services for the Regional and Communities Utilities department will be predominantly for projects requiring excavation undertaken by the Wastewater Services and Water and Utility Services groups. Projects requiring archaeological permits may include underground water and sewer upgrades, pump station improvements, and water and wastewater treatment projects.

Wastewater Services provides wastewater treatment for approximately 133,000 residents and businesses in the Regional District of Nanaimo, and operates the following four facilities:

- Greater Nanaimo Pollution Control Centre provides secondary wastewater treatment for 102,300 residents and businesses in the District of Lantzville, City of Nanaimo, and Snuneymuxw First Nation lands.
- French Creek Pollution Control Centre provides secondary wastewater treatment for 28,500 residents and businesses in the City of Parksville, Town of Qualicum Beach, and sewer service areas in Electoral Areas E and G.
- Nanoose Bay Pollution Centre provides primary wastewater treatment for approximately 1,700 residents and businesses in the Fairwinds community.
- Duke Point Pollution Control Centre provides secondary wastewater treatment for approximately 450 residents of the Duke Point Industrial Park in the City of Nanaimo, and the Cedar sewer service.

Wastewater Services also operates gravity sewer interceptor pipes, force mains, and pump stations to convey municipal wastewater to the facilities listed above.

Water and Utility Services provides drinking water to 9 small communities, 3 parks, and operates 6 community sewer collection systems.

Community and Regional Parks

The RDN's park system is comprised of 12 regional parks, 9 regional trails and over 200 community parks in seven electoral areas. Projects for both park systems include water access improvements (stairs and boat launches), community park improvements, bridges, trail improvements, playgrounds, washroom improvements, and land acquisition.

3. Scope

Archaeological consulting firms selected in this RFSO may be responsible for the following consulting assignments related to project permitting under the *Heritage Conservation Act*:

- Multi-Assessment Permits.
- Archaeological Impact Assessments.
- Heritage Inspection Permits.
- Heritage Investigation Permits.
- Site Alteration Permits.
- Chance Find Procedures.
- Liaison with Consulting Engineers and Contractors related to archaeological permitting for projects.
- Liaison with First Nations representatives.
- Field services and site monitoring, not limited to
 - Arranging and supporting field monitor representatives from each of the permitting First Nations where applicable.
 - Site inspection, investigations, and testing
 - Site surveillance of sensitive areas during construction work.
 - Site archaeological excavation.
 - Reporting.

This list of potential consulting assignments is included for the information of Proponents. This list of potential is not exclusive neither does the Regional District guarantee these figures or warrant that all the potential consulting assignments listed will be undertaken by firms selected in this RFSO process.

Over the last several years, the Regional Community Utilities and Community Parks department have pursued project permitting within Multi-Assessment Permits (previously referred to as Blanket Permits) with the British Columbia Archaeology Branch.

Archaeological Consulting will be provided on an “as required” basis for the duration of the agreement. The extent of these services will depend on the expertise of consultant and individuals in the project team, and operational and budgetary needs.

When the RDN requests the consultant work on an assignment under the Standing Offer, the consultant will work collaboratively with the RDN to develop a written scope and a fee budget.

When requested by the RDN, the consultant will also provide letter proposals presenting methodology and the fee budget for proposed consulting assignments. Time spent negotiating scope or preparing written proposals for individual consulting assignments prior to issuance of a Purchase Order are not chargeable.

If the scope and fee budget are approved by the RDN, the consultant will be issued a Purchase Order (PO) number. Following the issuance of a PO for project, any scope or any fee budget changes will need approval by the individual at the RDN managing the project via the RDN’s change order process. The consultant will invoice based on actual time incurred on the consulting assignment. Partial hours will be rounded to the nearest quarter hour.

Table 1 shows the anticipated annual budget for Archaeological Services for the Regional Community Utilities and Parks departments.

Table 1 –Anticipated Annual Budget for Archaeological Consulting Services

Archaeological Consulting Services	Anticipated Annual Budget
Regional Community Utilities: Water and Utility Services and Wastewater Services	\$55,000
Community Parks	\$45,000
TOTAL	\$100,000

The Standing Agreement also does not prevent the RDN from issuing a Request of Proposals or following other procurement processes depending on the nature of the consulting assignment

4. Instructions to Proponents

4.1 Contact Person

All questions related to this RFSO are to be directed in writing by email to:

Adrian Limpus

Engineering Technologist – Wastewater Services

alimpus@rdn.bc.ca.

The Regional District will only respond to questions that are submitted in writing. The responses to any written questions received by Regional District staff will be issued to all potential Proponents as a written addendum posted on BC Bid and the RDN website.

Questions are to be submitted in writing before end of business day on October 21. The Regional District reserves the right not to answer questions received after October 21.

Proponents finding discrepancies or omissions in the RFSO documentation or having doubts as to the meaning or intent of any provision should immediately notify the contact person listed above. No oral conversation will affect or modify the terms of this RFSO or may be relied upon by the Proponent.

The Regional District will attempt to respond to all reasonable inquiries but reserves the right not to respond to inquiries. If the Regional District determines that an amendment is required to this RFP, the Regional District's will issue an addendum and such an addendum will be posted on the BC Bid website, the Regional District's website and directly distributed to all Proponents who have returned the Receipt Confirmation Form (**Appendix B**)

4.2 Closing Date/Time/Submission Method

Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on October 26, 2021

Submission Method:

By Email: In PDF format with Request for Standing Offers 21-075 – Archaeological Services as the subject line at this electronic address: alimpus@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.

Submissions received in any other manner will not be accepted.

4.3 Amendments to Submissions

Submissions 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.

4.4 Addenda

If the RDN determines that an amendment is required to this RFSO, the RDN will post the Addendum on the RDN (www.rdn.bc.ca) and BC Bid (www.bcbid.gov.bc.ca) website. 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.

4.5 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.

4.6 Unsuccessful Vendors

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

5. General Conditions

This section describes the terms and conditions of the Request for Standing Offers process.

5.1 No Contract

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

5.2 Privilege Clause

The lowest or any Proposal may not necessarily be accepted.

5.3 Acceptance and Rejection of Submissions

This RFSO 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 RFSO, 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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 RFSO. 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 RFSO, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

5.8 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.

5.9 Freedom of Information

All Proposals 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.

5.10 Signed Offer

The Submission to this RFSO should also include a signed 'Offer of Services' (see Letter of Introduction in Section 7.1) and the offer must be signed, by a person authorized to sign on behalf of the proponent(s) and to bind the Proponent(s) to statements made in the Standing Offer.

5.11 Environmental Management System

For wastewater projects, the Proponent must comply with environmental requirements of the department's Environmental Management System (ISO 14001:2015) certification. These requirements are specified in the department's Contractor-Supplier Package which must be signed by the successful

Proponent. This package can be found on the following webpage:

<https://www.rdn.bc.ca/wastewater-contractor-supplier>

6. Evaluation

The evaluation of Submissions will be undertaken on behalf of the Regional District by an Evaluation Team appointed by the Regional District, which may consist of two or more persons. The Regional District reserves the right and at its sole discretion to choose the Evaluation Team members.

Submissions will be evaluated and ranked in order of increasing evaluation score.

The evaluation committee will select 1 or more firms depending on the response to this RFSO with the highest evaluation scores to enter into a Standing Agreement with the RDN to be on a list of pre-qualified consultants to be used for archaeological assignments.

Submissions 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 Submissions in accordance with the criteria in Table 2.

Table 2 – Evaluation Criteria

Desirable Criteria	Point Value
Technical Section (Section 7.2) <ul style="list-style-type: none">• Project Team Experience• Past Performance, Corporate Experience, and References• Project Management Approach and Methodology.	60%
Financial Section (Section 7.3)	40%

The RDN may evaluate Submissions on a comparative basis by comparing one proponent's Submission to another proponent's Submission. 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.

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. Proposal

7.1 Proposal Format

Proposal will consist of a cover letter and be not more than fifteen single-sided (15) 8 ½ by 11 pages in length excluding title page, cover letter, table of contents, resumes, and project data sheets. Minimum font size for submissions should be 10 pt.

Each Proposal must be arranged as follows:

Title Page Showing the closing date and time, proponent name, address, and contact persons.

Letter of Introduction (Signed Offer) - One page, introducing the Proponent and signed by the person(s) authorized on behalf and to bind the proponent to statements made in response to this RFSO.

Table of Contents – Include page numbers

Executive Summary

Technical Section–Section 7.2 (60% of Evaluation Score)

Financial Section– Section 7.3 (40% of Evaluation Score)

Appendix A

- Provide Resumes for all individuals listed in the Technical Submission.

Appendix B

- Attach Project Datasheets identifying relevant projects

7.2 Technical Section (60% of Evaluation Score)

7.2.1 Project Team Experience

- Describe experience and capacity to undertake this assignment for each of the key proposed personnel, including proposed duties, responsibilities, and office location. Include a proposed team organization chart.
- The evaluation will consider individual team member's experience in relation to the potential archaeological consulting assignments which may be undertaken by the RDN.
- Provide the registration status of archaeologists with the BC Archaeology Branch.
- Provide background on your experience liaising with local First Nations and cultural monitors within the Regional District of Nanaimo.
- The evaluation will also focus on the firms' organization and proposed team, including sub-consultants and specialists.
- Resumes should be provided for all individuals listed in Appendix A of their Submission.

7.2.2 Past Performance, Corporate Experience, and References.

- Demonstrate your firm's and team member's experience with archaeological permitting for community infrastructure projects.
- Provide background on your firm and proposed sub-consultants if applicable.
- Describe your firm's quality management and environmental protocols.
- List five relevant project names from the past 3 years, scope of work, value of projects, services provided, company personnel involved and client/owner references with contact names and telephone numbers. References may be contacted to assess the previous relevant experience of the firm and team members.

Project datasheets can be provided in Appendix B of their Submission to provide additional information on relevant projects completed

7.2.3 Project Management Approach and Methodology

- Discuss the project management of the consulting team, main project contacts, contact protocols both internally and with RDN staff, and show the relationship between key members of the project team.
- Provide information on how archaeological services will be provided if your main office is located outside the Regional District. (i.e. How will traveling be handled and what will the associated costs be)
- Proponents should discuss their approach to establishing a scope and budget for a project identified by RDN staff.
- The Proponent should also describe their approach to controlling consulting costs on a project. The Proponent should also discuss their approach towards jointly establishing the scope for projects in advance with the RDN and keeping the RDN fully aware of the implications of any change of direction.

7.3 Financial Section (40% of Evaluation Score)

- Identify charge out rates for all individuals on the project team.
- Provide disbursements as a percentage.
- Advise whether travel time is to be charged and if so, at what rates. Identify if mileage would be charged for travel.
- Identify how charge out rates will be adjusted (if applicable) during the three-year contract.

All possible fees and charges must be identified in the Proponent's Submission.

Rates will also be evaluated based on average rates over the 3-year term in comparison to individual experience level. Assumptions made in this analysis will be determined by the RDN on its sole discretion.

Travel and disbursements will also be used to determine the score.

APPENDIX A: RECEIPT CONFIRMATION FORM



Request for Standing Offers

Archaeological Consulting Services – Three (3) Year Agreement

Closing date and time: Prior to October 26, 2021

As receipt of this document, and to directly receive any further information about this Request for Standing Offers, please return this form to:

Adrian Limpus
Engineering Technologist – Wastewater Services
alimpus@rdn.bc.ca

COMPANY NAME: _____

STREET ADDRESS: _____

CITY/PROVINCE: _____

POSTAL CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

SIGNATURE: _____

APPENDIX B: ARCHAEOLOGICAL CONSULTING STANDING AGREEMENT

REGIONAL DISTRICT OF NANAIMO

ARCHAEOLOGICAL CONSULTING STANDING AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2021.

BETWEEN:

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC, Canada

OF THE FIRST PART (hereinafter called the "RDN")

AND:

OF THE SECOND PART (hereinafter called the "Consultant")

WHEREAS:

- a) The RDN intends to engage the professional services of the Consultant in connection with the Project for the term of this Agreement;
- b) The RDN called for proposals for professional archaeology consulting services to the RDN on an as-needed basis;
- c) The Consultant in reply to the proposal call submitted a proposal dated _____ the _____ day of _____ (the "**Proposal**") which the RDN has accepted under the terms set out herein;
- d) The RDN has agreed to engage the Consultant, and the Consultant has agreed to be engaged by the RDN in respect of the Proposal on the terms and subject to the conditions set out in this Agreement.

NOW THEREFORE the RDN and the Consultant, in consideration of their mutual duties and responsibilities to one another as set out in this Agreement, agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 "**Agreement**" means this Agreement for professional services, the Consultant's proposal, and all other schedules attached to this Agreement.
- 1.2 "**Consultant's Proposal**" means the proposal submitted by the Consultant to the RDN, and which is attached to and forms part of this Agreement as Schedule "C".
- 1.3 "**Disbursements**" means the reimbursable expenses detailed in Article 4.
- 1.4 "**Project**" shall refer to the Project described in paragraph 1.0 of Schedule "A".
- 1.5 "**Project Coordinator**" means the individual appointed under Section 8.1 by the Regional District of Nanaimo as a Project Coordinator for this Agreement.

- 1.6 "Services" means the Consultant's duties and responsibilities to the RDN as described in Schedule "A".
- 1.7 "Sub-Consultant" means any registered professional engineer, scientist, architect or other specialist engaged by the Consultant in connection with the Project.

ARTICLE 2 - CONSULTANT'S DUTIES AND RESPONSIBILITIES TO THE RDN - THE CONSULTANT MUST:

- 2.1 Render the Services to the RDN under this Agreement with that degree of care, skill and diligence normally provided by Consultants having similar qualifications in the performance of duties of a similar nature to that contemplated by this Agreement at the time and place that such services are rendered and more particularly set out in Schedule "A".
- 2.2 Charge for the performance of all of the Service only the fees and disbursements authorized under this Agreement.
- 2.3 Perform the Services to be provided in this Agreement agreed upon in the work program schedule within the time limits specified in Schedule "A" or, if no time limit is specified for the project or for a particular component of the project, the Consultant will perform the services promptly.
- 2.4 Obtain and maintain the insurance in accordance with Schedule "B" of this Agreement.
- 2.5 Engage Sub-Consultants as permitted by this Agreement.

ARTICLE 3 - RDN'S DUTIES AND RESPONSIBILITIES TO THE CONSULTANT - THE RDN MUST:

- 3.1 Make available to the Consultant all relevant information or data pertinent to the Project which is in the hands of the RDN and is required by the Consultant and instruct the Consultant to the extent of the RDN's ability as to the RDN's total requirements in connection with the project. The Consultant will be entitled to rely upon the accuracy and completeness of such information and data furnished by the RDN, except where it is a breach of the standard of care set out in section 2.1 or unreasonable to do so.
- 3.2 Authorize the Consultant to act as its agent for such purposes as are necessary to the Consultant providing the Services.
- 3.3 Give reasonably prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to the RDN by the Consultant, and, whenever prompt action is necessary, where possible inform the Consultant of a decision in such reasonable time so as not to delay the services of the Consultant.
- 3.4 Pay to the Consultant the consultancy fee the Services rendered under this Agreement determined in accordance with Schedule "A" to this Agreement.

ARTICLE 4 - REIMBURSABLE EXPENSES

- 4.1 The RDN must pay to the Consultant within thirty (30) days of receipt of invoice, the following disbursements incurred by the Consultant in rendering the Services:
- (a) The expense of necessary and reasonable transport, subsistence and lodging in connection with the Project as set out in Schedule "A".
 - (b) The expense of Sub-Consultants as per their invoices, at cost.
 - (c) All other reasonable and necessary disbursements made by the Consultant in rendering the Services, other than those listed above.
 - (d) All the Consultant's direct costs of reasonable office photocopying, printing, reproductions, mailing, packaging, shipping, deliveries, and duties, long distance telephone charges and sales tax and goods and services tax and other normal disbursements necessarily incurred by the Consultant in connection with the performance of this Agreement.
- 4.2 Except as otherwise agreed in writing the RDN shall not be liable to pay or reimburse the Consultant for any other costs incurred or expenditures made on behalf of the RDN.
- 4.3 The Consultant must keep and maintain accurate time sheets, proper accounts and records of all expenditures in connection with the Services performed under this Agreement, and these shall at all times be open to audit and inspection by the authorized representative of the RDN.
- 4.4 The Consultant must submit monthly statements and vouchers to the RDN to verify all disbursements.

ARTICLE 5 - TERMINATION AND SUSPENSION**BY THE RDN:**

- 5.1 If the Consultant is in default in the performance of any of its material obligations set forth in this Agreement, then the RDN may, by written Notice to the Consultant require such default to be corrected. If within thirty (30) days after receipt of such Notice the default has not been corrected or reasonable steps to correct the default have not been taken, the RDN, without limiting any other right he may have, may immediately terminate this Agreement and must pay the Consultant for the services rendered and disbursements incurred by the Consultant to the date of termination.
- 5.2 The RDN may terminate this Agreement by giving fifteen (15) days prior written notice to the Consultant. Upon receipt of such written Notice, the Consultant must perform no further Services other than those reasonably necessary to close out his Services. In that event the RDN must pay the Consultant for all Services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination, up to the amount of the maximum fee.

BY THE CONSULTANT:

- 5.3 If the Consultant's Services are suspended by the RDN at any time for more than thirty (30) days and the suspension is not related to an act or default of the Consultant, then the Consultant shall have the right at any time until such suspension is lifted by the RDN, to terminate this Agreement upon giving written Notice of termination to the RDN and the RDN must pay the Consultant for all Services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension, unless the parties otherwise agree in writing.

ARTICLE 6 - ARBITRATION

- 6.1 All matters in dispute under this Agreement may, with the concurrence of both the RDN and the Consultant, be submitted to arbitration pursuant to the *Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
- 6.2 No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the RDN or the Consultant.
- 6.3 If the parties cannot agree on the choice of an arbitrator each party shall select a nominee and the nominees shall jointly appoint an arbitrator.
- 6.4 The laws of the Province of British Columbia shall govern this Agreement and any arbitration or litigation in respect thereof.
- 6.5 The award of the arbitrator shall be final and binding upon the parties.
- 6.6 Costs of the arbitration must be divided equally between the parties.

ARTICLE 7 - CONFIDENTIALITY AND OWNERSHIP

- 7.1 The Consultant must not disclose any information, data or secret of the RDN to any person other than representatives of the RDN duly designated for that purpose in writing by the RDN and must not use for the Consultant's own purposes or for any purpose other than those of the RDN any information, data or secret the Consultant may acquire as a result of being engaged pursuant to this Agreement unless ordered by a court, or to fulfill the Consultant's professional practice obligations.
- 7.2 The Consultant must not, during the term of this Agreement perform a service for, or provide advice to any person, firm or corporation, which gives rise to a conflict of interest between the obligations of the Consultant under this Agreement and the obligation of the Consultant to such other person, firm or corporation.
- 7.3 All plans, maps, reports, specifications, manuals, preliminary drafts, copies, data and information and all other property and materials which are produced under this Agreement are and will remain the property of the RDN even though the Consultant or another party has physical possession of them. Until the termination of this Agreement, the Consultant may retain copies, including reproducible copies, of maps, reports, manuals, data or information in connection with the Services. The Consultant must not use the maps, reports, manuals, plans, specifications, preliminary drafts, copies, data, information or other property and materials which are produced under this Agreement on other projects or for other clients except with written consent from the RDN. The

Consultant may retain copies of any information required to fulfill the consultant's professional practice obligations.

- 7.4 Upon termination of this Agreement, the Consultant must turn over to the RDN all maps, reports, plans, specifications, manuals, preliminary drafts, copies, data and information and all other property and materials produced under this Agreement.
- 7.5 It is understood and agreed that the agreements contained in paragraphs 7.1 to 7.4, 18.1 and 18.2 shall subsist even if the rest of this Agreement shall be terminated for any reason whatsoever and that those paragraphs are severable for such purpose.
- 7.6 The Consultant shall have no liability for any use that the RDN makes of information provided by the Consultant that is beyond the intended purpose.

ARTICLE 8 - DESIGNATED REPRESENTATIVES

- 8.1 The RDN has designated the [REDACTED], as Project Coordinator to act on the RDN's behalf with respect to the performance of this Agreement and may at any time or from time to time or afterwards by notice in writing to the Consultant, designate another person to act in the place and stead of any person previously designated.
- 8.2 The Consultant has designated [REDACTED], as representative to act on the Consultant's behalf with respect to the performance of this Agreement (herein referred to as the "Project Manager") and may at any time or from time to time thereafter, upon written approval from the RDN, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

ARTICLE 9 - NOTICES

- 9.1 Unless otherwise specified herein, any Notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if sent by mail, electronic mail, or sent by facsimile to the address of the Project Manager identified in 8.2 for this Agreement or at such other address as the other party may from time to time direct in writing, and any such Notice will be deemed to have been received seventy-two (72) hours after being mailed, sent by electronic mail or faxed, seventy-two (72) hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service, electronic mail, or facsimile is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such services which have not been so interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

ARTICLE 10 - ENTIRE AGREEMENT

- 10.1 This Agreement constitutes the entire Agreement between the RDN and the Consultant and supersedes all previous expectations, understandings, communications, representations and agreements whether verbal or written between the RDN and the Consultant with respect to the Services and may not be modified except by subsequent agreement in writing executed by the RDN and the Consultant.

- 10.2 The RDN may issue to the Consultant a Change Notice to make changes to the work, omit part of the work, or require additional work. A Change Notice shall form a schedule to this Agreement and the terms of the Change Notice shall prevail over any other provision of the Agreement, in the event of an inconsistency between them. The RDN and the Consultant shall appraise the value of the changes to the work specified by the Change Notice, and within sixty (60) days of receipt of the Change Notice, agree on the new price to be paid for the work or the reduction in the fee payable to the Consultant.

ARTICLE 11 - NO DUTY OF CARE

- 11.1 The Consultant acknowledges that the RDN, in the preparation of the contract documents, supply of oral or written information to consultants, review of proposals or the carrying out the RDN's responsibilities under this Agreement, does not owe a duty of care to the Consultant and the Consultant waives for itself, its successors and assigns, the right to sue the RDN in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the Request for Proposals, supply of oral or written information to proponents, review of proposals, or carrying out of the RDN's responsibilities under this Agreement except as specified in Article 3.

ARTICLE 12 - WAIVER

- 12.1 Except as may be specifically agreed in writing, no action or failure to act by the RDN or the Consultant shall constitute a waiver of any right or duty afforded any of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.

ARTICLE 13 - RELATIONSHIP

- 13.1 The legal relationship between the Consultant and the RDN arising pursuant to this Agreement is that of an independent contractor and purchaser of such 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 RDN to be that of employee and employer.

ARTICLE 14 - VALIDITY

- 14.1 If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

ARTICLE 15 - LAW

- 15.1 This Agreement shall be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia.

ARTICLE 16 - HEADINGS

- 16.1 The captions or headings appearing in this Agreement are inserted for convenience.

ARTICLE 17 - TRANSFER OF INTEREST

- 17.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer any interest in this Agreement without the prior written consent of the Other.
- 17.2 Whenever the singular or masculine is used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context of the parties to require.

ARTICLE 18 - INDEMNIFICATION

18. The Consultant shall release, indemnify and keep indemnified the Regional District, its officers, employees, servants, agents of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from an error, omission or negligent act or delay of the Consultant in the performance of the Services by the Consultant or Sub-Consultant or arising from the breach of this Agreement by the Consultant or a Sub-Consultant.
- 18.2 The Consultant shall compensate the RDN for any loss or any damage to the RDN's premises or property, arising out of the performance of the Services to the extent that the actions are attributable to the Consultant.

ARTICLE 19 - SAFETY

- 19.1 The Consultant will comply with all statutory occupational health and safety requirements under or in connection with the *Workers Compensation Act* and *Occupational Health and Safety Regulation* in performance of the Services and the Consultant represents and warrants to the RDN that it is in compliance with all requirements of the *Workers Compensation Act*, including with respect to registration and payment of assessments.

The Consultant must also comply with all site-specific safety and personal protective equipment (PPE) requirements at all times.

ARTICLE 20 –ENVIRONMENTAL MANAGEMENT SYSTEM

- 20.1 Whereas the RDN's Wastewater Services (WWS) is operating to the ISO 14001:2015 standard, it is a condition of this contract that the Consultant comply with the WWS' Environmental Management System (EMS).

As per PM-08.0 Element 7.2 Competence and Element 7.3 Awareness, paragraph 5.11 of the WWS' EMS Policy and Procedure Manual:

1. Any contracted personnel whose activities can create a significant impact (as defined by the WWS' EMS) on the environment are required to undergo training. Such training will require one session of approximately one half hour.

2. While the the RDN will provide the initial training to a representative Consultant, it is the responsibility of the Consultant to train the Consultant's own personnel, as

SCHEDULE "A"**CONSULTANT'S SERVICES, SCHEDULE AND FEES****1.0 THE PROJECT**

1.1 The Project is to conduct archaeological consulting assignments on behalf of the RDN.

2.0 THE SERVICES

2.1 The Services consist of all work necessary to provide advice, assistance, documents, plans, analyses necessary to the Project or as requested by the RDN in connection with the Project in accordance with the Consultant's Proposal and this Agreement.

2.2 The Services shall be defined as specific tasks by the RDN and identified by way of a specific purchase order with an associated scope of work.

2.3 Scope for each assignment will be negotiated between the RDN and the Consultant. The Consultant will be required to submit written proposals and fee budgets for consulting assignments when required by the RDN.

2.4 Time spent negotiating scope or preparing written proposals for individual consulting assignments prior to issuance of a Purchase Order will not be chargeable to the RDN.

2.5 Consulting rates and other fees and charges identified in the Proposal are fixed over the term of the agreement. All fees and charges must be identified in the Proposal.

2.6 Invoicing will be based on actual consulting time spent on the consulting assignment to the maximum total on the Purchase Order. Partial hours will be rounded to the nearest quarter hour.

3.0 TERM AND SCHEDULE

3.1 The Services shall be provided commencing with the date of execution of this contract by the RDN and shall be for a period of three (3) years.

3.2 The RDN and the Consultant may amend this Schedule by written agreement.

4.0 ASSIGNING WORK

4.1 The Consultant shall work with the RDN to assign work to the Consultant's employees with the qualifications and experience to do the work to the appropriate standard.

5.0 ADDITIONAL WORK

5.1 The RDN may, in its discretion, request that the Consultant provide additional services beyond the scope of Services contained in the Proposal.

6.0 DELIVERABLES

6.1 The Consultant shall provide written and oral reports as required by the Project.

6.2 The following requirements pertain to formatting of Deliverables such as engineering reports, drawings, and spreadsheets prepared in consulting assignments associated with this contract:

- The Consultant will provide the RDN with digital files for the projects which fall under this contract. This includes but is not limited to: Adobe Acrobat Portable Document Format (PDF), AutoCAD (DWG), Microsoft Word (DOC), Excel (XLS, etc.).
- If the Consultant decides to use password protection for digital files, the consultant must provide the RDN staff a copy of this password when submitting files and/or on request by RDN staff.
- The Consultant must provide deliverables in a format that meets internal protocols for the storage and labelling of digital files. Drawings must be produced to meet RDN requirements for storage on SharePoint, for example using the correct drawing bindings and use of the RDN's library reference numbers.
- All hard copy deliverables upon the completion of any given project must also be able to be transmitted to the RDN digitally.

7.0 PAYMENT

7.1 The amount payable by the RDN to the Consultant for fees and disbursements is in accordance with the Consultant's Fee Schedule.

7.2 The Consultant will be paid for work performed on a monthly basis, including fees and disbursements. The RDN's payment policy is a minimum of thirty (30) days from receipt of the date of invoice.

7.3 A completed RDN invoice Consultant Progress Certificate must be submitted with each billing.

SCHEDULE "B"**INSURANCE**

1. The Preferred Proponent shall, at their own expense, provide and maintain until the completion of the Project the following insurance in a form acceptable to the RDN with an insurer licensed in British Columbia:

(a) Comprehensive Public Liability and Property Damage	\$3,000,000.00
(b) Professional Liability (per claim and in the aggregate)	\$1,000,000.00
(c) Automobile Insurance (owned and non-owned)	\$3,000,000.00

The Consultant shall require that each of his Sub-Consultants provide evidence of the aforementioned insurance in the name of the Sub-Consultant to that set forth under this clause.

In all policies of insurance called for by this clause (except professional liability and automobile insurance on vehicles owned by the Consultant) the RDN shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each additional insured. All such policies (except professional liability and automobile insurance of vehicles owned by the Consultant) shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the RDN.

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

2. The Consultant shall provide the RDN with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.
3. Maintenance of such insurance and the performance by the Consultant of their obligation under this clause shall not relieve the Consultant of liability under the indemnity provisions set forth herein.

SCHEDULE "C"

PROPOSAL FOR ARCHAEOLOGICAL CONSULTING SERVICES