

Request for Proposals No. 22-075

RDN Wastewater Service Outfall Inspection

Issue Date: September 1, 2022

CLOSING DATE AND TIME:

Proposals are requested to be received at the Closing Location on or before:
3:00 PM (15:00 hrs) Pacific Time on September 20, 2022

Submissions and Questions are to be directed to:

Adrian Limpus

Engineering Technologist, Wastewater Services

Email: alimpus@rdn.bc.ca

Questions should be received at least three (3) business days before the closing date.

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1. Introduction

1.1 Invitation

The Regional District of Nanaimo (RDN) Wastewater Services department is seeking the services of a qualified firm to complete the 2022 remotely operated vehicle (ROV) underwater video survey of its four wastewater treatment outfalls.

Outfall inspections are required every 5 years to meet conditions of the RDN's wastewater treatment operating permits from the BC Ministry of the Environment and Climate Change Strategy.

1.2 Background

The RDN operates four wastewater treatment plants. Background on the marine outfalls of the RDN's four treatment plants, and previous inspection findings are summarized below:

1.2.1 Greater Nanaimo Pollution Control Centre Outfall

Greater Nanaimo Pollution Control Centre (GNPCC) provides secondary wastewater treatment for the communities of Nanaimo, Lantzville, and the Snuneymuxw First Nation. The outfall for GNPCC enters the ocean near Morningside Park in Nanaimo.

The former 900 mm steel outfall for GNPCC was constructed in 1974. Due to corrosion and deterioration of the old outfall, in 2016, a new marine outfall was constructed and installed. The former outfall was decommissioned but remains on the seabed at approximately a 40 m offset to the new outfall.

The new marine outfall for GNPCC is a 1375 mm diameter High Density Polyethylene (HDPE) pipe which extends approximately 2 km from shore to an approximate depth of 79 m.

A Dive and ROV underwater video inspection was last completed in 2017. The outfall was in good condition.

One finding of the 2017 inspection however was that the air valves were not showing air flow. This finding was reviewed by the outfall design engineers. It was recommended that the pipes and weights near the air valve be checked again during the normal 5-year inspection interval for any lifting or suspension. Additionally, if air flow is not observed again during the 2022 inspection, it was recommended that the air valves be cleaned.

1.2.2 French Creek Pollution Control Centre Outfall

French Creek Pollution Control Centre (FCPCC) provides secondary wastewater treatment for Parksville, Qualicum Beach, and Electoral Areas in French Creek. FCPCC's outfall enters the ocean near Morningstar Creek.

FCPCC's outfall was constructed in 1974. The outfall extends approximately 2 km into the ocean to an approximate depth of 63 m. The outfall pipe is 550 mm diameter and composed of Polyethylene material.

In 2012, the FCPCC outfall was inspected by ROV underwater video survey. This inspection identified damage to the diffusers from a fishing net. The diffusers were replaced in 2013. A post installation ROV survey was done after installation of the new diffusers.

The outfall was inspected by ROV in 2017 during the regular 5-year interval. The inspection observed heavy marine growth around the diffusers and a small leak from the clamp where the diffuser section connected to the old outfall.

The diffusers were inspected again in 2019 by West Coast Diving / ITB Subsea and found to be functioning without blockage or plugging. Heavy marine growth and a small leak at the diffuser were also observed.

The finding of the small leak near the new diffuser section clamp was reviewed by Great Pacific. It was recommended that outfall inspection frequency be increased. Great Pacific also concluded that the small leak identified from the connection clamp has minimal impact on the environment or public health, and due to location would be of a significant cost to repair. The RDN forwarded these recommendations to the BC Ministry of the Environment and Climate Change Strategy.

1.2.3 Nanoose Bay Pollution Control Centre Outfall

Nanoose Bay Pollution Control Centre (NBPCC) provides primary wastewater treatment for the community of Fairwinds. The NBPCC outfall enters the ocean near Grilse Road in Nanoose.

The outfall extends 562 m into the ocean to an approximate depth of 40 m. The 315 mm diameter polyethylene outfall pipe was originally installed in 1988.

One finding of the 5-year inspection in 2017 was that certain sections of the outfall were suspended due to the placement on the rocky sea floor bottom. This issue was also identified the 2012 inspection and may be related to the original installation. It was recommended that this issue be monitored during the regular 5 -year inspection interval.

1.2.4 Duke Point Pollution Control Centre Outfall

Duke Point Pollution Control Centre (DPPCC) provides secondary treatment to effluent from industrial properties in the Duke Point industrial area and certain properties in Cedar.

DPPCC's outfall extends approximately 284 m from mean low water to a minimum depth of 43 m. The main outfall pipe is a 550 mm diameter High Density Polyethylene (HDPE) pipe.

The outfall for DPPCC is shared with West Coast Reduction (WCR) for use for their fish by-product recovery plant. The outfall was installed near a seawater intake for WCR's plant. Under the agreement with WCR, the RDN has assumed ownership of the outfall which was initially installed by WCR. The RDN is responsible for on-going maintenance.

The outfall was last inspected in 2017 and were found to be in good condition. It was recommended however that marine growth in the diffuser ports be monitored in the next inspection.

Engineering drawings and previous inspection reports are available to Proponents (see Section 6.0). Please email the Contact for Questions on the title page to request access to the RDN Cloud site.

2. Instructions to Proponents

2.1 Closing Time

Proposals are to be received on or before the closing time of 3:00 PM (15:00 hrs), Pacific Time, September 20, 2022

Submission Method: By Email: In PDF format with **“22-075 RDN Outfall Inspection Services”** as the subject line at this electronic address:

alimpus@rdn.bc.ca

Please note: Maximum email file size limit is 20 MB. The Regional District of Nanaimo (“RDN”) will not be held responsible for any technological delays of submissions.

Submissions received in any other manner will not be accepted.

2.2 Amendments 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.

2.3 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 new BC Bid (<https://new.bcbid.gov.bc.ca/>) websites. The 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.

2.4 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.

2.5 Unsuccessful Vendors

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

3. Specifications

3.1 Scope

The Proponent selected in this RFP (the “Contractor”) will be responsible for conducting a Remote Operated Vehicle (ROV) underwater video survey and a condition assessment of the four outfalls owned by the Regional District of Nanaimo (for GNPCC, FCPCC, NBPCC, and DPPCC wastewater treatment plants).

The inspection must be conducted from a surface vessel that can accommodate the ROV.

The vessel and/or the ROV must have a calibrated navigation system that records ROV position, depth, time, and date. This navigation system must also allow GPS coordinates to be accurately determined for various points of reference on the outfall.

The inspection will be conducted and narrated by an ROV technician experienced in wastewater outfall inspection and in operating and maintaining an ROV.

The Contractor will provide the following services as part of the outfall inspections:

- Perform an ROV underwater video survey of each outfall from mudline to end of pipe diffusers.
- Conduct a visual inspection and condition evaluation of the outfall pipe, diffusers, weights/ballasts, and other outfall components.
- The inspection must include an examination of the entire length of pipe and diffuser for leaks, breaks, and blockages.
- Inspect the diffusers for flow and identify any plugging or improper operation.
- Identify and provide the geographic location of any anomalies (such as damage, changes in pipe material or size, leaks, or suspensions of the outfall pipe).
- Inspect the weights and/or ballasts used to submerge the outfall.
- Identify and locate any attached debris such as crab traps, anchors, etc. If debris is encountered, an additional quotation could be provided for the consideration of the RDN, to remove the debris. Removal of debris or addressing other findings may be Extra Work to this contract.
- Utilize the coordinate system UTM on the NAD83 datum to confirm the outfall and diffuser locations, location of weights/ballasts, and to provide points of reference to identify any anomalies or attached debris on the outfall pipes or diffuser ports.
- Advise the Coast Guard, Harbour Master and any other necessary marine organizations of the nature and scheduling of this work.

Panoramic Seafloor Video (Glass Sponge)

- While completing the outfall ROV survey, the RDN would also like the ROV to take a panoramic video of the sea floor for 5 minutes around the following GPS coordinate to view any potential glass sponge formations.
- No biological surveys are included in the scope of work.

Station	Latitude	Longitude
B19	49° 14' 9.700" N	123° 56' 17.800" W

3.2 Review

The inspection will meet requirements of the *Municipal Wastewater Regulation* (BC Reg. 87/2012) Part 6, Division 2, Section 102 Inspection of Outfalls.

The inspection must be reviewed, and recommendations provided by a qualified person with experience in marine outfall condition assessment.

3.3 Deliverables

The following deliverables will be provided:

- For each outfall, provide a written report summarizing inspection results.
- The four (4) reports will describe the condition of each marine outfall pipe, diffusers, ports, weights/ ballasts, and other outfall components. Each report will also provide information on any anomalies, plugging, breaks, and/or attached debris observed.
- The Appendix of each report will contain pictures from the video inspection of the outfall pipe condition, diffusers, ports, and the weights/ballasts. Pictures will also be provided of any anomalies or attached debris observed.
- High quality colour DVD(s) or hard drive(s) will be provided containing the inspection videos for each outfall.
- The video will include super-imposed text to allow reference of the video to the ROV navigation system. This system will allow ROV GPS location and depth to be accurately determined for various points of reference and times in the video.
- Provide a spreadsheet containing the GPS coordinate data requested for the inspection of each outfall. The data should be formatted to allow import into the RDN's Geographic Information System (GIS).

3.4 Schedule

The RDN would prefer to schedule the inspection in late September 2022 or early October 2022 to provide the best conditions for visibility and to avoid winter storm events.

3.5 General Specifications

The work must be completed in accordance with all applicable federal, provincial, municipal, and local government laws, bylaws, regulations, codes, and standards. All applicable laws and regulations of other jurisdictions must also be followed.

The Contractor is responsible for the overall management and administration of the project. Management must include the provision of competent management and administrative staff, appropriate liability insurance, permits, financing and other functions related to the contract administration.

The Contractor 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 Contractor represents and warrants to the Regional District that it follows all requirements of the *Workers Compensation Act*, including with respect to registration and payment of assessments. The Contractor must also always comply with all site-specific safety and personal protective equipment (PPE) requirements.

The Contractor will be designated as the Prime Contractor for the project and shall fulfill the Prime Contractor responsibilities as defined in:

- a) WorkSafe BC Occupational Health and Safety Regulation, Notice of Project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3.
- b) Workers Compensation Act (BC), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2).
- c) General Requirements, Section 3.10 WorkSafe BC.

4. General RFP Terms and Conditions

4.1 No Contract

By submitting to this 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.

4.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 Exclusion of Liability

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal, attending the site, accommodations, meals, travel, any meetings, and any negotiations. 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, because of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

4.8 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.

4.9 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.

5. Submission Format

Submissions should be a letter proposal of around five (5) pages or less in length, single sided, minimum 10-point font excluding title page, letter of introduction, resumes, datasheets, and appendices.

Submissions should be structured as follows:

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

Letter of Introduction (Signed Agreement to RFP Terms and Conditions)

One page, introducing the Proponent and signed by the person(s) authorized on behalf indicating agreement by the Proponent to statements made in their RFP, and to the RFP Terms and Conditions.

Executive Summary

Section 1: Proponent's Profile, Experience, and Qualifications

- Company profile and history, including expertise and references.
- Prepare a list in chronological order three (3) recent and similar projects completed by the project team and firm(s) including details on projects undertaken by members of the proposed project team. For each project, provide a brief outline and discuss relevance to this project. Project data sheets may be attached in Appendix B.
- Describe the project team including reporting relationships between team members, proposed subcontractor/subconsultants, project manager, and proposed reporting relationship with RDN.
- Include brief description of the experience of key personnel and roles and responsibilities.
- Identify the qualified person(s) responsible for reviewing the outfall inspection, providing recommendations, and reporting. Provide this/these individual(s) previous experience and background in condition assessment of wastewater marine outfalls.
- Provide resumes for key team members in Appendix A.

Section 2: Methodology, Plan, and Schedule

Provide background on the inspection methodology, plan, and schedule:

- Provide a plan and schedule to accomplish the project and objectives including timelines and key milestones. The length of time of each inspection should be identified (ROV in water).
- Provide background on the remote operated vehicle (ROV) be used in the inspection, navigation technology, marine vessel, and other equipment used.
- Identify challenges, constraints and obstacles in the project and advise strategy to minimize.
- Describe how project progression will be monitored and regular status reports provided.

Section 3: Financial Information

- Provide a 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. The fee schedule should also include all equipment and material costs needed to undertake the project.
- Please separate out costs associated with undertaking the ROV inspection, and for review, condition assessment, and reporting. These costs will be invoiced to separate budget codes.

Appendix A – Resumes of Team Members

Appendix B – Project Datasheets

6. Evaluation

6.1 Evaluation Committee

The evaluation of Proposals will be undertaken by an Evaluation Committee comprised of persons appointed by the RDN, which may consist of RDN employees and third-party consultants. The Evaluation Committee may consult with, and receive advice from, technical, legal, financial, and other consultants as the Evaluation Committee may, in its discretion, decide it requires.

6.2 Evaluation Criteria

The Evaluation Committee will compare and evaluate Proponents based on their Proposals to identify a Proposal that the Evaluation Committee, in its discretion, judges to be the most advantageous to the RDN, using the following criteria and weightings (the Evaluation Criteria):

Criteria	Evaluation Points
Technical Criteria	60%
Section 1: Proponent’s Profile, Experience, and Qualifications	
Section 2: Methodology, Plan, and Schedule	
Financial Criteria (Section 3: Financial Information)	40%

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. $\text{Score} = \text{Min Cost}/\text{Cost} \times \text{Fee Points}$.

The RDN has allocated a budget of \$50,000 for the inspection of the 4 outfalls, inspection review and condition assessment, and reporting.

6.3 Evaluation Process

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent’s qualifications and capabilities from the documents received. The Evaluation Committee 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.

6.4 Negotiation of Contract and Award

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 with 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 to more than one Proponent 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.

Proposals are subject to the internal approval process at the RDN. In the event approval is not received, the RDN reserves the right to cancel the RFP process and proceed with the work in another way.

6.5 Contract for Services

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Should any vendors request that the RDN consider revisions to the form of Contract, Proponents should include any clauses of concern in their proposal submission and suggest replacement language.

The RDN's preferred Contract for Services is provided, and includes the following:

- RDN Contractor Services Agreement
- Technical Specifications and Requirements (Section 3.0).
- Proposal Submission.
- Addenda issued (if applicable).
- Certificates of Insurance.

7. Reference Material

Please contact the RDN Contact for Questions who will provide access to an RDN Cloud site where the following reference material may be obtained.

7.1 Engineering Drawings

Reference drawings available are summarized in the following table. The RDN accepts no responsibility for the information or accuracy of material contained in the drawings.

Drawing #:	Facility	RDN Drawing Number	Drawing Title	Date
1	GNPCC	GN-C-GEN-941	Location Plan, Site Index, Index to Drawings	December 2016
2	GNPCC	GN-C-GEN-942	Existing and New Outfall Alignment Bathymetric Contour Plan	December 2016
3	GNPCC	GN-C-GEN-943	Existing and New outfall Alignment Bathymetric Profiles	December 2016
4	FCPCC	FC-C-902	French Creek Outfall – Stage II Plan	November 1977
5	FCPCC	FC-C-903	French Creek Outfall – Stage II Profile and Hydraulic Gradeline	November 1977
6	FCPCC	FC-C-904	French Creek Outfall –Stage I Plan & Profile – Shore Section	November 1977
7	FCPCC	FC-C-911	Replacement Diffuser Details	August 2013
8	FCPCC	FC-C-912	New Diffuser Connection Details	August 2013
9	FCPCC	FC-C-913	Profile and Design HGL	August 2013
10	NBPCC	NB-C-911	Fairwinds Marine Outfall Plan and profile	September 1988
11	NBPCC	NB-C-912	Fairwinds Development Marine Outfall	September 1988
2	DPPCC	DPPCC-C-914	Marine Intake and Outfall Plan and Profile	October 2000

7.2 Previous Inspection Reports

The following outfall inspection reports completed are available on the RDN Cloud site. Videos and inspections from before 2016 will be made available to the successful Proponent on request.

Inspection Report #:	Facility	Inspection Reference # (includes year)	Author	Title
1	FCPCC	FCPCC V2020A	Great Pacific Engineering and Environment	French Creek Pollution Control Centre Outfall - Diffuser Assessment (Review of findings of FCPCC V2019 A)
2	FCPCC	FCPCC V2019A	West Coast Diving (ITB Subsea subcontractor)	ROV inspection of FCPCC outfall diffuser ports (November 2019). Memorandum from Great Pacific attached.
3	FCPCC	FCPCC V2017A	SeaVeyors Environmental and Marine Services	FCPCC Outfall 5 year Remote Operated Vehicle Inspection
4	GNPCC	GNPCC V2018A	SeaVeyors Environmental and Marine Services	2018 Inspection of Five Fingers Outfall Air Valves
5	GNPCC	GNPCC V2017A	McNally Construction (completed for Five Finger outfall construction project)	ROV and Dive Video Inspection of the removal of air valve blockage (identified in GNPCC V2017 C)
6	GNPCC	GNPCC V2017C	SeaVeyors Environmental and Marine Services	GNPCC Outfall 5 year Remote Operated Vehicle Inspection
7	GNPCC	GNPCC V2016C	ITB Subsea Ltd. (completed for Five Finger outfall project)	Record video of post installation location of the outfall includes ROV footage of removal of the diffuser port covers and pre installation inspection of blasted trench.
8	NBPCC	NBPCC V2017A	SeaVeyors Environmental and Marine Services	NBPCC Outfall 5 year underwater Remote Operated Vehicle video Inspection
9	DPPCC	DP V2017B	SeaVeyors Environmental and Marine Services	Condition Inspection report – Duke Point Outfall
10	DPPCC	DP V2016B	Great Pacific (for West Coast Reductions)	Inspection report for Duke Point outfall and water intake for West Coast Reductions



REGIONAL DISTRICT OF NANAIMO
CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20_____.

BETWEEN:

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

(hereinafter called the "Regional District")

AND:

(hereinafter called the "Contractor")

NOW THIS AGREEMENT WITNESSETH:

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

1. Services

The Regional District retains the Contractor to provide the Services described in Schedule "A" (the "Contract Documents") and the Contractor agrees to provide the Services in a diligent manner.

2. Term

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

3. Payment

The Regional District will pay to the Contractor as full payment for the Services; the amount set out in Schedule 'B' at the times and in the manner therein set out.

4. Independent Contractor

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

5. Assignment and Sub-contracting

The Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Indemnity

The Contractor will indemnify and save harmless the Regional District from all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

7. Insurance

- a) Prior to the commencement of the Services the Contractor shall provide a certificate of Commercial General Liability (CGL) insurance in the amount of \$5,000,000 which shall provide coverage for property damage and third-party personal injury and death. The certificate shall name the Regional District as an additional insured. The certificate of insurance shall contain a clause requiring notification of the Regional District 30 days in advance if the insurance policy is cancelled.
- b) Automobile Third Party Liability on all owned or leased vehicles in an amount not less than \$5,000,000.
- c) Contractor is responsible for any other insurance required to protect their interests.
- d) The cost of any insurance and deductibles are the responsibility of the Contractor.

8. WCB Coverage & Prime Contractor Designation

The Contractor must be registered with WorkSafe BC and be in good standing with remittance up to date throughout the agreement and is designated as the Prime Contractor and shall fulfill the Prime Contractor responsibilities as defined in:

- a) WorkSafeBC Occupational Health and Safety Regulation, Notice of Project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;
- b) Workers Compensation Act (BC), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2); and
- c) General Requirements, Section 3.10 WorkSafe BC.

9. Termination

Notwithstanding any other provision of this Agreement:

If the Contractor 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 Contractor if there is supporting evidence of the Vendor becoming bankrupt or threatens bankruptcy, provides false declarations, documented significant deficiencies of any substantive requirements or obligations of the work, professional misconduct, violations of health and safety laws, or demonstrated abusive behavior towards the general public or RDN staff. The Regional District will be under no further obligation to the

Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default.

10. 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.

11. 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.

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

13. 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.

14. Freedom of Information

The Contractor 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.

15. Governing Law

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

16. Delay in Performance

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

17. Amendment

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

18. Judge of Work and Materials

The REGIONAL DISTRICT shall be the final judge of all work and materials in respect of both quality and quantity and their decisions of all questions in dispute with regard thereto will be final. All materials shall be subject to inspection and test by and shall meet the approval of the REGIONAL DISTRICT.

In case any materials, equipment and supplies are defective in material or quality or otherwise not in conformity with the specifications of the contract, the REGIONAL DISTRICT shall have the right either to reject them or to require their correction. Acceptance or rejection of the materials, equipment, supplies, etc. shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject supplies shall not relieve the contractor from responsibility for such supplies as are not in accordance with the specifications.

19. CSA Seal or Provincial Certificate Approval

All electrical material and equipment, and all manufacturing and assembling procedures and workmanship, shall be in accordance with the requirements of the current edition and revisions of the Canadian Electrical Code Part 1 (CSA Standard C22.1 – 2012) as adopted and amended by the Province of British Columbia (hereinafter referred to as the “Electrical Code”), as amended from time to time.

Only approved materials and equipment shall be used and where specified materials and equipment do not have current approval, as required by the Electrical Code, the Contractor shall offer approved substitutes.

Each completed assembly shall carry the approval seal either of the Inspection Department, and where alterations are required by the Department the Contractor shall make these at his own expense. The Contractor shall pay all fees and costs incurred in obtaining the required approvals.

20. Rectification of Damage and Defects

The Contractor shall rectify any loss or damage for which, in the opinion of the REGIONAL DISTRICT, the Contractor is responsible, at no charge to the REGIONAL DISTRICT and to the satisfaction of the REGIONAL DISTRICT. In the alternative, the REGIONAL DISTRICT may repair the loss or damage and the Contractor shall pay to the REGIONAL DISTRICT the costs of repairing the loss or damage

forthwith upon demand from the REGIONAL DISTRICT. Where, in the opinion of the REGIONAL DISTRICT, it is not practical or desirable to repair the loss or damage, the REGIONAL DISTRICT may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

21. Warranty and Guarantee

The work shall be warranted to be free of defects and shall be guaranteed by the Contractor for a period of one (1) year from the date of acceptance. On receipt of notice from the REGIONAL DISTRICT the Contractor shall promptly make all repairs arising out of defective work or any equipment or materials supplied by him.

The REGIONAL DISTRICT is hereby authorized to make such repairs if, ten (10) days after the giving of such notice to the Contract, the Contractor has failed to make or undertake with due diligence said repairs; provided, however, that in the case of an emergency, where, in the opinion of the REGIONAL DISTRICT delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and all expense in connection therewith shall be charged to the Contractor.

22. Statutes, Bylaws, Regulations and Permits

Unless otherwise noted, the Contractor shall take out all necessary permits and licenses required to permit the Contractor to perform its obligations under the Contract. The Contractor shall give all notices and comply with all REGIONAL DISTRICT regulations, all laws, by-laws, ordinances, rules, and regulations, whether federal, provincial, or municipal, relating to the business it carries on and the services provided pursuant to the Contract, including the Workers' Compensation Act and the Employment Standards Act.

23. Site Inspection

The Contractor shall make site inspections of all appropriate areas to determine their general condition and to ensure the fulfillment of the contract requirements.

24. Use of Premises

The Contractor shall abide by, and shall ensure its employees abide by, all appropriate regulations, including but not limited to regulations relating to fire, safety, parking, traffic control and health. The Contractor will ensure that all of its employees are aware of the applicable regulations.

25. Clean Up

The Contractor shall at all times conduct the work in an orderly and reasonably tidy manner and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of his Subcontractors discard any litter or garbage on or adjacent to the site, except into a suitable container. Upon completion and before final acceptance of the work, the Contractor shall remove all rubbish, surplus, or discarded materials and equipment and shall leave the site in a clean and neat condition.

26. Change Orders

If for any reason it may become desirable during the course of the work to change the alignment, dimensions, or design, or to add to or to omit portions thereof, the REGIONAL DISTRICT reserves the right to issue change orders to give effect to such changes as may, in the opinion of the REGIONAL DISTRICT be necessary or desirable.

The change may or may not result in a change in the amount of the work. If the changes do, in the opinion of the REGIONAL DISTRICT, change the amount of the work, the contract price shall be adjusted as mutually agreed between the Contractor and the REGIONAL DISTRICT.

The adjustment for the Contract Price shall not exceed the actual cost of the Contractor's work for the change in the Work, plus an allowance for overhead and profit as follows:

- .1 For Contractor, for overhead and profit, 10% of the actual cost of the Contractor's work;
- .2 For Contractor, for overhead and profit, 10% of the amount for Subcontractor's work, being the actual cost of the Subcontractor's work plus the amount determined as set out in .3 below;
- .3 For Subcontractor, for overhead and profit, 10% of the actual cost of the Subcontractor's work."

If a change in the Work results in a net decrease in the Contract Price, the amount of the credit shall be the net cost, without deduction for overhead and profit. When both additions and deletions covering related work or substitutions are involved in a change in the Work, the allowance for overhead and profit shall be calculated on the basis of the net increase, if any, with respect to that change in the Work."

27. Collection of Personal Information

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor'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.

28. Competency and Qualifications

The Contractor will employ properly licensed, trained, and unimpaired workers throughout the duration of the contract.

29. Utility Location

It is the responsibility of the Contractor to locate any utilities in the vicinity of any construction, exploration, or investigation if required.

30. Builder's Lien

The Contractor shall, at its own expense, cause any and all builders liens and other liens for labour, services or materials alleged to have been furnished with respect to the lands comprising the work site or

the work which may be registered against or otherwise affect the lands or the work, except liens properly filed by the Contractor on its own behalf, to be paid, satisfied, released or vacated forthwith after the REGIONAL DISTRICT has sent written notice of any claim for any such lien. In the event of a bona fide dispute regarding the validity or correctness of any claim for such lien, the Contractor shall be entitled to defend against a claim for such lien in any proceedings brought in respect therefor after first paying into court the amount claimed plus any interest payable, or providing sufficient security therefor and such cost as the court may direct and registering all such documents as may be necessary to cancel such lien, or providing such other reasonable security in respect of such claims as the REGIONAL DISTRICT may in writing approve. Upon receiving satisfactory security for any costs and an indemnity in writing from the Contractor, the REGIONAL DISTRICT may authorize the Contractor to apply to the court in the name of the REGIONAL DISTRICT to have any lien removed upon payment into court or deposit in court of satisfactory security therefor.

SAMPLE

SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

For the Regional District of Nanaimo:

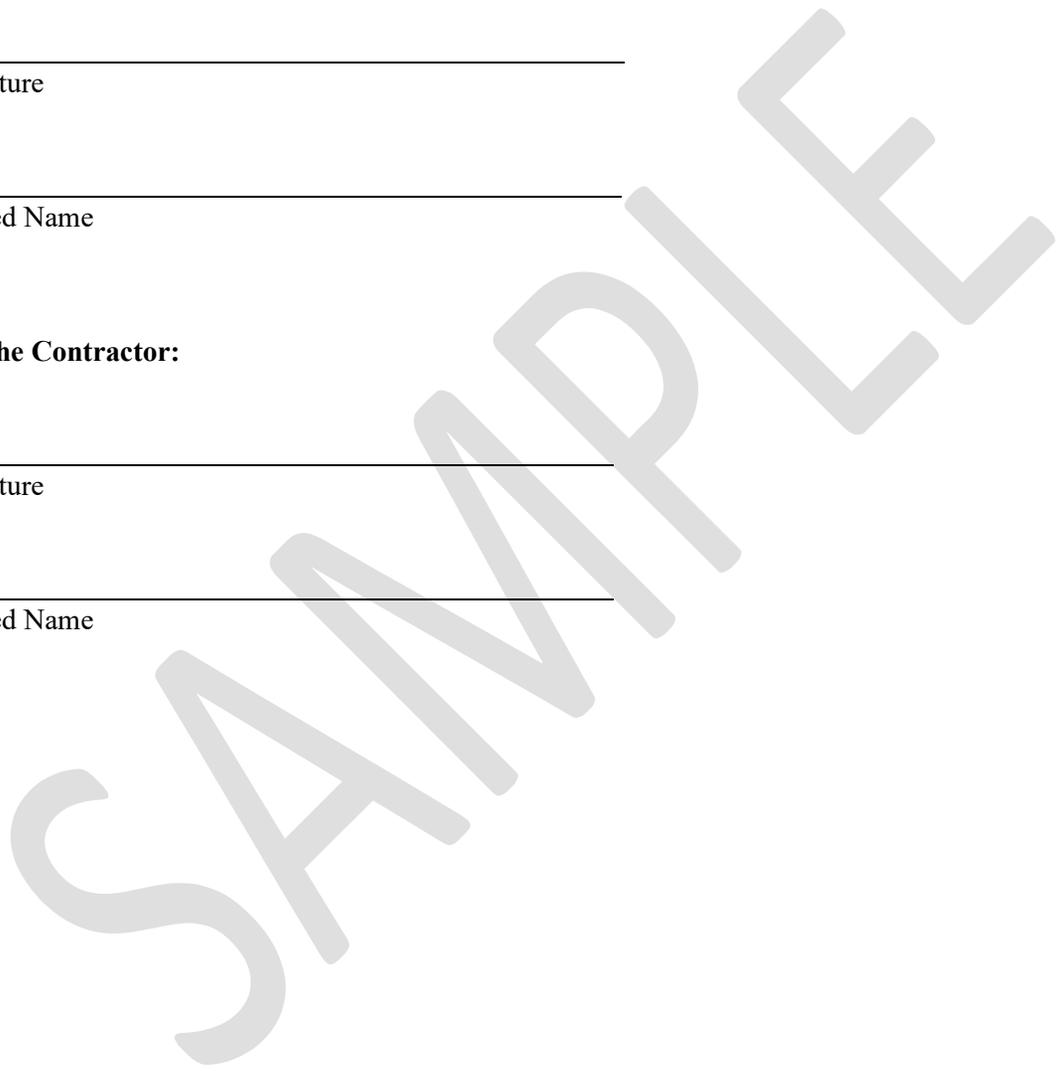
Signature

Printed Name

For the Contractor:

Signature

Printed Name



SCHEDULE "A"

SCOPE OF WORK

“Contract Documents” consist of the following documents which copies are attached to this Agreement:

- (1) This duly executed Agreement
- (2) The duly executed Tender Form
- (3) All Addenda
- (4) Drawings
- (5) Written Specifications
- (6) The Tender Documents
- (7) Other relevant documents.

SCHEDULE "B"

CONTRACT PRICE

The Contract Price shall be the sum in Canadian Dollars of the following:

- (a) Up to the Tender Price of \$ _____ and;
- (b) Payments made on account of change orders, as may be required by the Contract Documents.

The Contract Price shall be the entire compensation owing to the Contractor by the REGIONAL DISTRICT for the Work and shall cover and include all supervision, labour, materials, Contractor's Plant and Equipment, overhead, profit, financing costs and all other costs and expenses whatsoever incurred in performing the Contract including GST.

The Contractor will be solely responsible for invoicing the REGIONAL DISTRICT ensuring to include the REGIONAL DISTRICT's Purchase Order number on all invoices to assure timely payment.

All invoices are subject to prior review and approval by the REGIONAL DISTRICT and approved invoices will be paid on a net 30 days' basis from date of receipt unless otherwise agreed to in writing.

If the REGIONAL DISTRICT does not approve of the services or part of them which are the subject of the invoice, the REGIONAL DISTRICT shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy at no additional cost to the REGIONAL DISTRICT before the REGIONAL DISTRICT shall be obliged to pay the invoice or any part of it, as the case may be.