



REQUEST FOR PROPOSALS No. 23-022

Title: Regional District of Nanaimo Geohazard Risk Prioritization Study

ISSUED: March 8, 2023

CLOSING DATE AND TIME:

Submissions must be received at the closing location on or before:
3:00 PM (15:00 hrs) Local Time on Wednesday, April 5, 2023

Questions are to be directed to:

Jamai Schile, Senior Planner

Telephone: (250) 390-6521

Email: jschile@rdn.bc.ca

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

Proposals will not be opened in public



1. Instructions to Proponents

Closing Date/Time/Submission Method

Submissions must be received on or before 3:00 PM, Local Time, on **Wednesday April 5, 2023**.

Submission Method

By Email: In PDF format with "23-022 Regional District of Nanaimo Geohazard Risk Prioritization Study" as the subject line at this electronic address: planning@rdn.bc.ca

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

Proposal Length

Cover letter (max. 1 page) and a summary section (i.e., Table of Context) summarizing all of the information noted above may be included in addition to the **main proposal, which is not to exceed 10 pages**. Other information, including CVs, relevant experience/completed projects are to be provided as **Appendices not to exceed 20 pages**.

Submissions received in any other manner will not be accepted.

1.1 Agreement Amount

The budget for the requested services is not to exceed **\$150,000 Canadian dollars**, excl. applicable taxes.

1.2 Amendment to Proposals

Proposals may be amended in writing and sent via email to the RDN contact person identified on the cover page on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

1.3 Addenda

If the RDN determines an amendment is required to this RFP, the RDN will post the Addendum on the RDN (<https://www.rdn.bc.ca/current-bid-opportunities>) and new BC Bid (<https://new.bcbid.gov.bc.ca/>) websites, where possible. 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.

1.4 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.

1.5 Unsuccessful Vendors

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

2. INTRODUCTION

The purpose of this Request for Proposal (RFP) is to invite submissions from qualified firms for a proposal regarding identifying and prioritizing steep slope geohazards, from a land use prospective, which may potentially impact developed properties (includes lands with development potential), based on the principles of risk assessment. The study will encompass both the electoral areas and municipalities in the RDN, with the risk prioritization study focused on the electoral areas.

This work is possible through a grant provided by the provincial Community Emergency Preparedness Fund (CEPF), under the Disaster Risk Reduction – Climate Adaptation stream. **The project end date is January 31, 2025**

3. BACKGROUND

The RDN in partnership with the City of Parksville and the Town of Qualicum Beach completed a Hazard Risk and Vulnerability Analysis (HRVA) in 2019. The City of Nanaimo's HRVA was completed in 2014. The result of both HRVAs reveals geotechnical hazards, flood and landslides pose a risk in the region. The risk of these natural processes is anticipated to worsen as extreme weather events become more frequent. The HRVAs recognize the importance of acquiring the most up-to-date information with the goal of better supporting land use decisions to prevent or reduce injury or loss of life, economic loss, and environmental damage due to natural hazard events.

In response, since 2018, the RDN, regional partners and external consultants have completed a range of coastal and riverine flood hazard studies and mapping products aligned with the provincial guidelines and professional best practices. It is expected the data produced from these studies as well as site-specific geotechnical assessments and other available data/information will be identified and incorporated into the successful proponent's final deliverables, as appropriate.

The study is currently the jurisdictional boundaries of the RDN with priority given to the rural electoral areas. The study may be further refined depending on the result of the geohazard inventory.
Attachment 1: Study Area.

4. SCOPE OF SERVICES

Since 2018, the RDN has been proactively advancing a risk-based approach to land use planning; a process involving the following key components:

- **identifying - 'know the hazard';**
- **prioritizing risk - evaluate consequences and likelihood;**
- **managing risk - determine level of risk, identify mitigation options, and engage stakeholders; and,**
- **monitoring and evaluate - determine risk reduction effectiveness.**

The scope for this project is to address the first two components listed above: identify and map geohazards (steep slope, land slip, landslide (and snow avalanche hazards, if applicable)) with the potential to affect settlement areas/key parcels in RDN electoral areas. Geohazards out of scope, include ground shaking and liquefaction due to earthquakes and landslide-generated impulse waves.

Then, use this information to conduct a high-level risk priority assessment. The proposal must provide a clear and concise information on the approach and methodology based on the principles of risk assessment (i.e., consideration of both consequence and likelihood).

The work plan activities should include:

- a. Compiling geohazard information in published reports and contained in geoscience/engineering reports held by the RDN (i.e., create a natural hazard inventory) and gap analysis. Some RDN staff time will be available to support the compilation of reports held by the RDN.
- b. Spatial representation (i.e., mapping) of geotechnical hazards in relation to settlement areas to fill gaps in current knowledge. Hazard and Risk mapping
- c. Risk assessment & Engagement - apply the RDN's existing climate-based risk framework from the river risk assessments and/or enhance the framework to ensure projected climate change is incorporated into an analysis of potential characteristic changes in geotechnical information.
 - i. identify and prioritize geohazard areas based on the principles of risk assessment (i.e., consideration likelihood and consequences);
 - ii. apply up to 6 consequence variables categorized as social, economic, and environmental, and;
 - iii. using the preliminary results from the risk prioritization, the areas of potential risk (low, med, and high) compiled into a digital map layer then seek any additional input/validation from workshop participants before finalizing the RA. RDN staff will assist with invitee list and invitations.
- d. Design brief to include all pertinent information and include discussion of the relative sensitivity of geohazard areas to climate change, information gap identification and recommendations for further study, if applicable.
- e. RDN staff orientation session to guide in the use of the findings and mapping information from a land use prospective (i.e., planning, building permitting, emergency planning, etc)
- f. Presentation to RDN Board

Other Notes:

- 1) Project management, engagement activities, staff orientation and RDN Board meeting presentation are to be virtual. Proposal may include, in addition to virtual, an option for in-person for one or more of the engagement activities.
- 2) For Quality Management & Reporting, firms and individual engineering professionals engaged in this work are required to be registered with Engineers and Geoscientists of BC (EGBC).

5. DELIVERABLES AND OUTCOMES

- a. Project management, agendas and notes from meetings;
- b. Geotechnical Inventory (as noted above in section 4);
- c. Risk Assessment Workshops (min. two) - 1) invitees RDN Working Group, staff from municipalities, local resident groups, individuals, First Nations representative, and 2) Elected Officials - Area Directors, as required. Anticipate max. 25 people per session;
- d. Completion of Risk Assessment Information Template (RAIT), as required;
- e. Technical Design Brief for risk assessment framework, mapping, findings, including info gaps and recommendations (as noted above in section 4);
- f. Overview Report - designed to be a public facing document to summarize the purpose of study, approach and key findings of interest to property owners/residents;
- g. Compiled final results (risk map with low, med. high priority areas) into digital map layer, compatible with ESRI 10.9.1 ArcPro 3.1 and able to add to the RDN's existing Interactive Map Hub;
- h. Technical Memo – assumptions, limitations and how to use the mapping information for planning and building permit purposes, as required;
- i. RDN staff orientation session, incl. agenda & PowerPoint slides, and
- j. Presentation to RDN Board, incl. PowerPoint slides.

6. REFERENCE/BACKGROUND INFORMATION

- HRVA (2019) includes Electoral Areas, City of Parksville and the Town of Qualicum Beach www.rdn.bc.ca/hazard-vulnerability-risk-analysis
- HRVA (2014) City of Nanaimo www.nanaimo.ca/docs/services/emergency-services/nanaimo-2014-hrva-report-final-public.pdf

- Further details on the RDN's completed projects can be found on the RDN webpages: www.rdn.bc.ca/flood-management-program and
- www.getinvolved.rdn.ca/river-floodplain-map-update
- RDN's existing Interactive Map Hub. Contains related attributes/resources – a mix of natural hazard site-specific assessment reports prepared for the RDN through the development approvals process from 2011 to present: www.rdn.bc.ca/gis-mapping
- RDN orthophotos - air photos from 2002 to 2022 in digital form. Print images from years earlier if required. 2022, will be soon posted on RDN's Interactive Map Hub.
- Provincial DEM- LiDAR: www2.gov.bc.ca/gov/content/data/geographic-data-services/lidarbc
- EGBC Landslide Guidelines: <https://www.egbc.ca/app/Practice-Resources/Individual-Practice/Guidelines-Advisories/Document/01525AMW2FC5GZARO14ZBZ7KMIRPIFG7JN/Landslide%20Assessments%20in%20British%20Columbia>

7. PROPOSAL SUBMISSION AND EVALUATION

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

Please include with your proposal:

- a) Corporate background, history, and areas of expertise;
- b) Curriculum vitae of key project team members, reasons why they were selected for this project and demonstrate how they will add value to the project;
- c) Approach and methodology;
- d) Identify challenges, constraints and obstacles in the project and advise strategy to minimize;
- e) What suggestions does your firm have to add value to the project?
- f) Table: Detailed work plan – include name of task, task descriptions & assumptions and associated deliverables;
- g) Table: Level of Effort and Fees – include task description (incl. individual tasks), proposed tasks, identifying all project contributors, their per hour charge out rates, # hours per task and all disbursements including travel;
- h) Describe how your firm will monitor the project progression and provide regular status reports;
- i) Describe your quality management process and any certifications;



- j) A statement of your firm's approach to advancing equity and sustainability in corporate operations and service provisions, including any certifications in this regard, and
- k) Cover letter (max. 1 page) and a summary section (i.e., Table of Context) summarizing all of the information noted above may be included in addition to the **main proposal, which is not to exceed 10 pages**. Other information, including CVs, relevant experience/completed projects are to be provided as **Appendices not to exceed 20 pages**.

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

The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price. i.e., $\text{Score} = \text{Min Cost} / \text{Cost} \times \text{Fee Points}$.

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

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

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

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

8. PROPOSED PURCHASE CONTRACT

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

9. GENERAL CONDITIONS

9.1 No Contract

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

9.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 Exclusion of Liability

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, because of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

9.8 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.

9.9 Freedom of Information

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

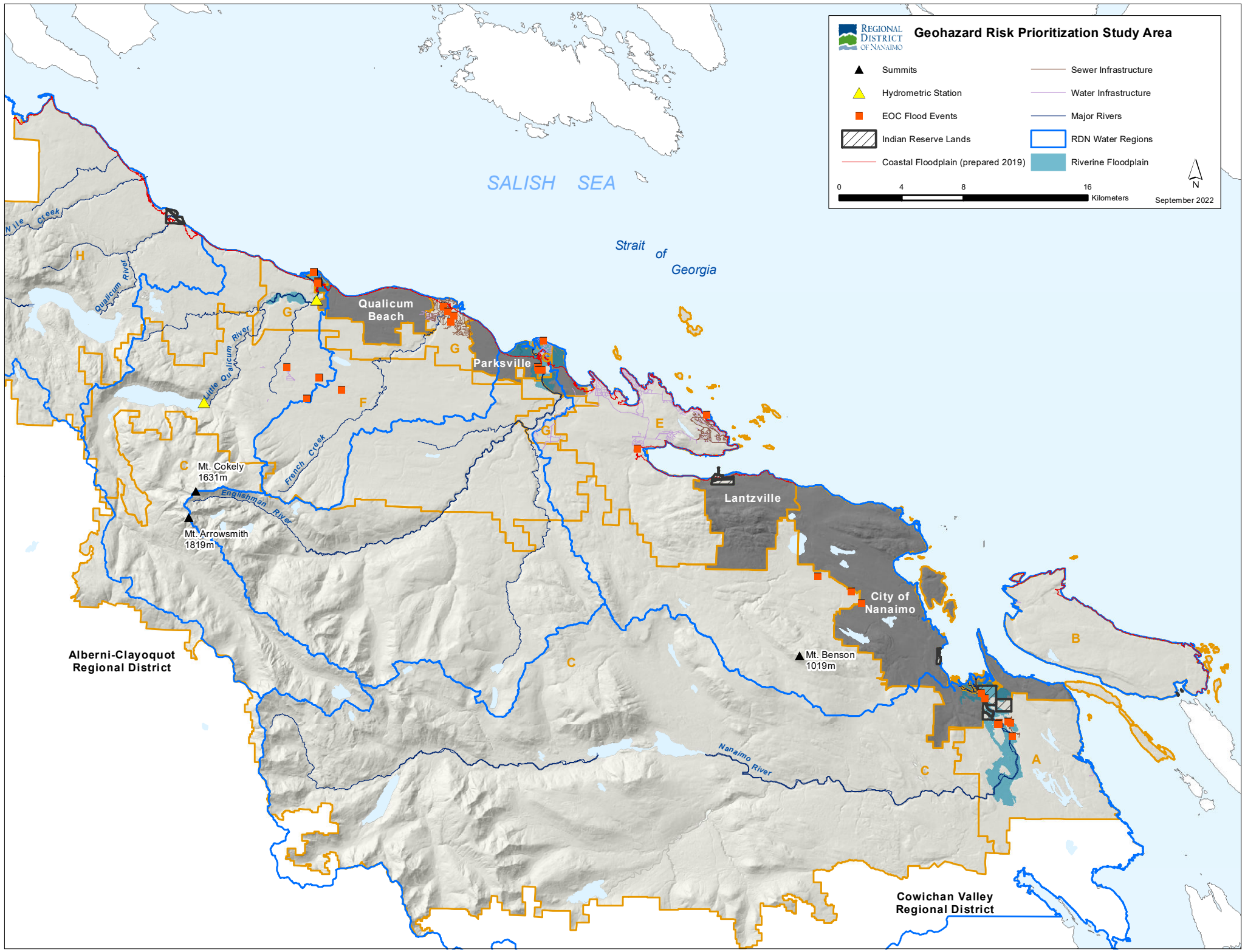
REGIONAL DISTRICT OF NANAIMO

Geohazard Risk Prioritization Study Area

- ▲ Summits
- ▲ Hydrometric Station
- EOC Flood Events
- ▨ Indian Reserve Lands
- Coastal Floodplain (prepared 2019)
- Sewer Infrastructure
- Water Infrastructure
- Major Rivers
- ▭ RDN Water Regions
- ▭ Riverine Floodplain

0 4 8 16 Kilometers

September 2022



**REGIONAL DISTRICT OF NANAIMO
CONSULTING SERVICES AGREEMENT**

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

BETWEEN:

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

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

AND:

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

(hereinafter called the "Consultant")

NOW THIS AGREEMENT WITNESSETH:

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

1 Appointment

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

2 Term

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

3 Payment

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

4 Independent Contractor

The Consultant will be an independent contractor and not the servant, employee, or agent of the Regional District. The Consultant is not, and must not claim to be the Regional District's agent for any purpose unless the Regional District gives the Consultant authorization in writing to act as the Regional District's agent for specific purposes that are reasonably necessary to the Consultant's rendering of the Services pursuant to this Agreement.

5 Assignment and Sub-Consultants

The Consultant will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof. The Consultant may retain subconsultants to assist in the performance of the Services provided that the terms of this Agreement shall apply to the subconsultants and provided that the Consultant shall be wholly responsible for the professional standards, performance and all actions of the subconsultants. The Consultant shall only employ subconsultants having the appropriate standards, qualifications, and experience in their respective areas of expertise. Notwithstanding the foregoing, Consultant may, where appropriate, subcontract any portion of the Services its affiliates without the Regional District's prior written consent and Consultant shall remain liable for the performance of such affiliates.

6 Intellectual Property

If any Intellectual Property is developed by the Consultant in the course of or in connection with the performance of the Services, the Consultant retains ownership of such Intellectual Property. Provided the Regional District has paid the Consultant for the Services, the Regional District will have a non-exclusive license to use any proprietary concept, product or process of the Consultant which relates to or results from the Services for the life of the Project and solely for purposes of its own internal use and for maintenance and repair including updating the original work, with respect to that part of the Project to which the Services relate.

7 Conflict

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

8 Limits of Liability

In consideration of the provision of the Services by the Consultant to the Client under this Agreement, the Client agrees that any and all claims which the Client may have against the Consultant, its employees, officers, agents, representatives and Sub-Consultants in respect of the Services, howsoever arising, whether in contract or in tort, save and except for claims arising out of or in connection with any malicious act or malicious omission under paragraph 9, shall be absolutely limited to the amount of the insurance available at the date such claim is brought, including any deductible portion therein, provided that neither

the Consultant nor any of its employees, officers, agents, representatives nor Sub-Consultants has done anything to prejudice or impair the availability of such insurance.

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

9 Indemnity

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

10 Insurance

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

Comprehensive General Liability Insurance in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The Regional District is to be added as an additional insured under this policy, is to be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change and include a cross liability clause.

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

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

The Consultant will responsible for paying any insurance deductibles.

11 Termination

Notwithstanding any other provision of this Agreement:

- a) If the Consultant fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Consultant.

- b) Either Party may terminate this Agreement at any time upon giving the other Party seven (7) days' notice of such termination.

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

12 Prior Dealings

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

13 Waiver

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

14 Counterparts

This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

15 Dispute Resolution

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

- a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and;
- b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties should then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC. unless otherwise agreed.

16 Freedom of Information

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

17 Collection of Personal Information

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

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

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Consultant must tell an individual from whom the Consultant collects personal information:

- a) the purpose for collecting it;
- b) the legal authority for collecting it; and
- c) the title, business address and business telephone number of the person designated by the Regional District to answer questions about the Consultant's collection of personal information.

18 Governing Law

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

19 Worksafe BC Coverage

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

20 Confidentiality

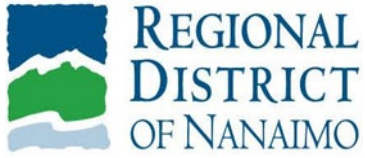
The Consultant shall not disclose any information, data or confidential information of the Regional District to any person, other than representatives of the Regional District duly designated for that purpose in writing by the Regional District and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

21 Delay in Performance

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

22 Miscellaneous

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



SIGNATORIES

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

For the Regional District of Nanaimo:

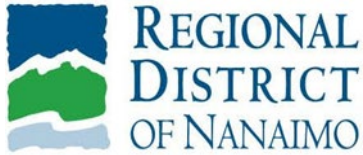
Signature

Printed Name, Title

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

Signature

Printed Name, Title



SCHEDULE 'A' FEES & EXPENSES

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

The Consultant shall submit invoices to the Regional District for Services performed monthly (the "billing period") during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period. The invoice submitted for each billing period shall be clearly itemized to show the amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any subconsultants. Except for the amounts which the Regional District in good faith is disputing and except for invoices (or portions of invoices) in respect of which the Regional District has requested and not received supporting evidence, the Regional District shall pay invoices submitted to it for the Services within 30 days' receipt thereof.

SCHEDULE 'B' SCOPE OF WORK

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