

## Request for Proposals

---

*Professional Engineering Services*

*For*

*RDN Water Services Condition Assessments and 10 Year Capital Plan*

*Issue date: November 1<sup>st</sup>, 2018*

*Closing:*

4 complete hard copies plus 1 electronic (CD or USB) copy prepared in .pdf format of each Response must be received before 2:00 PM Pacific Time on November 29<sup>th</sup>, 2018

*Closing location:*

Regional District of Nanaimo  
Regional and Community Utilities  
Main Reception - Second Floor  
6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

*Contact person:*

Gerald St. Pierre, P.Eng., PMP  
Project Engineer, Water & Utility Services  
Phone 250-390-6751  
GStPierre@rdn.bc.ca

**Contents**

- 1 Background ..... 3
- 2 Scope..... 4
  - 2.1 Tasks..... 4
    - 2.1.1 Data Gathering..... 4
    - 2.1.2 Initial Review Meeting ..... 4
    - 2.1.3 Physical Condition Assessment..... 4
    - 2.1.4 Preliminary Plan ..... 5
    - 2.1.5 Preliminary Review Meeting..... 5
    - 2.1.6 Draft Report ..... 5
    - 2.1.7 90% Review Meeting..... 6
    - 2.1.8 Final Report..... 6
- 3 Schedule..... 7
- 4 Extra Works..... 8
- 5 Proposal Submission ..... 9
  - 5.1 General..... 9
  - 5.2 Submission ..... 9
    - 5.2.1 Contact Person..... 9
    - 5.2.2 Requests for Information..... 9
    - 5.2.3 Closing Date ..... 9
    - 5.2.4 Late Responses..... 10
    - 5.2.5 Signed Offer ..... 10
    - 5.2.6 Changes to Proposal Wording..... 10
    - 5.2.7 Withdrawal..... 10
    - 5.2.8 Acceptance of Proposals..... 11
    - 5.2.9 Definition and Form of Contract ..... 11
    - 5.2.10 Modification of Terms..... 11
    - 5.2.11 Ownership of Responses..... 11
    - 5.2.12 Confidentiality of Information ..... 11
    - 5.2.13 Conflict of Interest ..... 11
    - 5.2.14 Solicitation of Board Members and RDN Staff..... 11

5.2.15	Debriefing.....	12
5.2.16	Liability for Errors.....	12
5.2.17	Collection and Use of Personal Information .....	12
6	Proposal Evaluation Criteria.....	13
6.1	Project Team, Experience, and Corporate Commitment.....	13
6.2	Past performance, and references.....	13
6.3	Project Understanding, Methodology, Task List and Deliverables .....	13
6.4	Fees .....	14
7	Appendices.....	15

## **1 Background**

The Regional District of Nanaimo (RDN) Water Services Department supplies drinking water to 9 Water Service Areas (WSA) within the region. Each WSA operates as a stand-alone system with its own maintenance, operations, and capital upgrades budget.

The larger service areas have benefited from assessments and capital planning studies on the past, but these studies are now out of date and require updates. In general, the smaller systems have not undergone assessments or capital planning studies, with the exception of one system that was recently transferred to the RDN.

As such, the purpose of this RFP is to request proposals from qualified engineering firms for a combined Condition Assessment and 10 year Capital Planning report for 8 of the 9 WSAs.

See Appendix A for a map showing the location of each WSA and Appendix B for a brief description of each WSA.

## 2 Scope

The intent and scope of this project is to assess and provide a capital plan for each WSA based on the following:

- Current age and condition of the assets
- Future development potential within the WSA
- Possible expansion of the WSA
- Water supply vs. water demand
- Industry standards for maintenance, operation, and infrastructure service life
- Reliability and resiliency (w.r.t. climate change and natural disasters)
  - o Including a structural/seismic analysis of all the water reservoirs within the WSAs

For most of the WSAs, physical condition assessment will not be required, but a physical condition assessment of the Nanoose WSA ductile iron transmission main will be included as part of the project scope. RDN Operations staff have noticed signs of external corrosion at air valve locations during maintenance activities. See attached photos and additional information in Appendix C.

### 2.1 Tasks

#### 2.1.1 Data Gathering

- Gather and review all relevant background information, including, but not limited to:
  - Record drawings
  - Budgets
  - Previous assessments and planning reports and studies
  - Current WSA water production data
  - Current RDN Water Services projects at design or construction phases
  - RDN Water Services internal Asset Management System data, provided in excel format
  - Soil Corrosivity Report for Ductile Iron watermain alignment

#### 2.1.2 Initial Review Meeting

- Organize an in-person meeting to review existing systems with RDN Engineering, Asset Management, and Operations staff to discuss and record specific concerns with each WSA.
- The consultant will be responsible for preparing the agenda, chairing the meeting, and preparing meeting minutes for distribution within one week of the meeting. The meeting minutes should include a detailed comments log and assigned action items.

#### 2.1.3 Physical Condition Assessment

- Perform a physical (non-destructive) condition assessment of the Nanoose WSA Northwest Bay Road 16" ductile iron transmission main at two air valve locations.
  - Include costs for any sub-consultants or third-party testing that may be required to perform this assessment.
  - Details regarding the recommended method for performing this physical condition assessment should be included as part of the proposal.

#### 2.1.4 Preliminary Plan

- Develop a Preliminary (50%) Condition Assessment and Capital Plan Report and submit to the RDN for review.
  - The plan should include, at a minimum, the following components:
    - An overview of the history, current state, and future potential buildout and/or expansion of each WSA
    - An evaluation of the current water supply vs. the estimated water demand at future potential buildout and/or expansion for each WSA
    - A detailed summary of the assets of each WSA, broken down into easily identifiable components for ease of asset planning and maintenance purposes
    - Recommended service life and maintenance schedule timeframes for each identified component, as well as any required adjustments specific to each WSA
    - A detailed list of future capital replacements and upgrades recommended within the next 10 years for each WSA. This list should include, as a minimum:
      - The recommended year of replacement and/or upgrade
      - A general description and justification for the recommended replacement and/or upgrade
      - A Class C estimate, including inflation up to the recommended year for each replacement and/or upgrade
        - This estimate should take into consideration any specific conditions or circumstances relative to each WSA and details on how the estimate was developed
    - A service area drawing for each WSA showing the recommended replacements and/or upgrades recommended within the next 10 years.
    - A separate technical memorandum, attached as an addendum to the report, which details the structural/seismic analysis of the water reservoirs within the WSAs and assesses their ability to withstand design seismic events
      - Including recommendations and costs estimates for required retrofits to meet current BC Building Code
  - Submit 4 hard copies and one electronic (CD or USB) copy prepared in .pdf format of the Preliminary Report.

#### 2.1.5 Preliminary Review Meeting

- One week after submitting the Preliminary Plan, the consultant shall organize an in-person review meeting with RDN Engineering, Asset Management, and Operations staff.
- The consultant will be responsible for preparing the agenda, chairing the meeting, and preparing meeting minutes for distribution within one week of the meeting. The meeting minutes should include a detailed comments log and assigned action items.

#### 2.1.6 Draft Report

- Prepare a Draft (90%) Report that includes all the components of the preliminary plan and addresses all comments and additional information provided during the 50% review process.

- Submit 4 hard copies and one electronic (CD or USB) copy prepared in .pdf format of the Draft Report.

#### **2.1.7 90% Review Meeting**

- One week after submitting the Draft Report, the consultant shall organize an in-person review meeting with RDN Engineering, Asset Management, and Operations staff.
- The consultant will be responsible for preparing the agenda, chairing the meeting, and preparing meeting minutes for distribution within one week of the meeting. The meeting minutes should include a detailed comments log and action items.

#### **2.1.8 Final Report**

- Prepare a Final Condition Assessment and Capital Plan Report that includes all the components of the Draft plan and addresses all comments and additional information provided during the 90% review process.
  - Submit 4 bound hard copies and one electronic (CD or USB) copy prepared in .pdf format of the Final Report.

### **3 Schedule**

The following dates, other than the RFP closing date, are guidelines only and may be adjusted based on the schedule provided by the successful proponent.

RFP Closing Date: November 29<sup>th</sup>, 2018

Anticipated Award Date: January 11<sup>th</sup>, 2019

Final Report: July 31<sup>st</sup>, 2019

## 4 Extra Works

The consultant must receive written approval prior to commencing any additional works which will affect the project cost or schedule. The consultant is to submit a Change Order indicating the impact the extra or additional works will have on the project for written approval from the RDN.

A Change Order must also be submitted in the event the consultants fees will exceed the original Proposal amount (i.e. original budget change must be requested and must be approved in writing). In this situation the consultant may be requested to provide scope change alternatives to meet budget.

An invoice encompassing additional works that have not been approved in writing will not be accepted by the RDN.

## 5 Proposal Submission

### 5.1 General

This section describes the expectations for proposal submission and the basis for evaluation. Proposal layout and content should be in general alignment with these expectations to facilitate comparative evaluation.

Before submitting proposals, proponents must satisfy themselves about the nature and location of the work, local conditions, the professional services, equipment, technology and facilities needed for the execution of the work, and all other factors that might have a bearing on their proposal. Proponents are fully responsible for obtaining all information required for the preparation of proposals and the execution of the work.

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meeting, negotiations, or discussions with the RDN or its representatives and consultants, relating to or arising from this RFP. Proponents agree that by participating in the RFP process, and/or submitting a Proposal, they have no claim for compensation.

### 5.2 Submission

#### 5.2.1 Contact Person

The contact person for the RDN is:

Gerald St. Pierre, P.Eng., PMP  
Project Engineer, Water Services  
Office Phone: 250-390-6751  
GStPierre@rdn.bc.ca

#### 5.2.2 Requests for Information

Any requests for information (RFI) related to this RFP are to be directed, in writing by email, at least seven (7) calendar days prior to the Closing Date, to Gerald St. Pierre at the RDN. Email contact is [GStPierre@rdn.bc.ca](mailto:GStPierre@rdn.bc.ca).

RFI's and answers will be recorded and distributed via addendum posted to BC Bid ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)) and the RDN website at ([www.rdn.bc.ca](http://www.rdn.bc.ca)). It is the responsibility of the Proponent to download and obtain any addenda posted prior to submitting their final proposal. Information obtained from any other source is not official and should not be relied upon.

#### 5.2.3 Closing Date

Four (4) complete hard copies (1 marked "Original", 3 marked "Copies") of each proposal plus one (1) electronic copy on CD or USB flash drive, prepared in .pdf format, must be received before 2:00 PM, Pacific Time, on November 29<sup>th</sup>, 2018 at the address on the front cover of this RFP. In the event there

are any discrepancies between the hard copy submissions marked “Copies” and the electronic copy, the hard copy marked “Original” shall prevail.

Proposals sent by facsimile (fax) or e-mail will not be accepted.

There will be no public opening for this RFP.

Proposals are to be submitted in sealed envelopes clearly marked with:

1. Name and address of the Proponent
2. Proposal for Professional Engineering Services for RDN Water Services Condition Assessments and 10 Year Capital Plan
3. Closing 2:00 PM, Pacific Time, November 29<sup>th</sup>, 2018

#### **5.2.4 Late Responses**

Proposal envelopes will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time.

Hard copies of late submissions will not be considered or evaluated and will be returned to the proponent unopened.

In the event of a dispute, the proposal receipt time will be as recorded at the closing location for the hard copy and will prevail whether accurate or not.

#### **5.2.5 Signed Offer**

The proposal must include a signed ‘offer of services’ and the offer must be signed, by a person / persons authorized to sign on behalf of the proponent(s) and to bind the proponent(s) to statements made in the proposal.

#### **5.2.6 Changes to Proposal Wording**

The Proponent will not change the wording of its proposal after the closing date and time specified on the front cover of this RFP and no words or comments will be added to the proposal unless requested by the RDN for purposes of clarification.

#### **5.2.7 Withdrawal**

Proposals may be withdrawn prior to the deadline upon emailed notice to Gerald St. Pierre at [GStPierre@rdn.bc.ca](mailto:GStPierre@rdn.bc.ca). Withdrawn proposals may be replaced by alternative proposals providing they are submitted as instructed and received prior to the posted closing date and time.

Proposals must remain valid for 90 days following the RFP closing date and time noted. Proposals are irrevocable after the closing date and time.

### **5.2.8 Acceptance of Proposals**

This RFP is not an agreement to purchase goods or services. The RDN is not bound to enter into a Contract with any proponent. Proposals will be assessed in light of the proposal review criteria. The RDN will be under no obligation to receive further information, whether written or oral, from any proponent. The offer of services will prevail whether accurate or not.

The acceptance of any proposal may be subject to approval by the Board of the Regional District.

### **5.2.9 Definition and Form of Contract**

The receipt of an offer of services with a proposal will not constitute a contract. A contract will not be entered into until the RDN accepts a proposal and the RDN and the proponent enter into a full written contract as a result of this RFP. Only after a contract is mutually agreed to and signed by both parties, will a proponent acquire any legal or equitable rights or privileges.

Any Contract executed by the RDN and the selected Proponent will be substantially similar to the terms and conditions of the Professional Services Agreement in Appendix D. No additional terms and conditions may be submitted with Proposals

### **5.2.10 Modification of Terms**

The RDN reserves the right to modify the terms of this RFP, in its sole discretion, at any time up to 5 working days prior to the noted closing date. This includes the right to cancel this RFP at any time without entering into a Contract.

### **5.2.11 Ownership of Responses**

All documents, including Responses, submitted to the RDN become the property of the RDN. The RDN is bound by the provisions of the Freedom of Information and Protection of Privacy Act. All Proponents submitting Proposals pursuant to this RFP are advised that such Proposals will be treated as public documents and the contents of the same disclosed upon written request if required to do so pursuant to the Act. The name of the successful proponent and value of any award is routinely released information.

### **5.2.12 Confidentiality of Information**

Information pertaining to the RDN obtained by the proponent as a result of participation in this RFP is confidential and must not be disclosed without written authorization from the RDN.

### **5.2.13 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.

### **5.2.14 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.

### **5.2.15 Debriefing**

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the RDN within 14 calendar days of notification.

### **5.2.16 Liability for Errors**

While the RDN has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the RDN, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

### **5.2.17 Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the RDN with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the RDN. Such written consents should specify that the personal information may be forwarded to the RDN for the purposes of responding to the RFP and used by the RDN for the purposes set out in the RFP. The RDN may, at any time, request the original consents or copies of the original consents from Proponents.

## **6 Proposal Evaluation Criteria**

The Regional District of Nanaimo reserves the right to reject any or all Proposals or to accept the Proposal deemed most favorable in the interest of the District. The lowest priced or any Proposal may not necessarily be accepted.

Requests for Proposals will be evaluated against the following criteria.

### **6.1 Project Team, Experience, and Corporate Commitment**

This component of the evaluation will constitute 20% of the evaluation points. The expectations for this component are:

1. Demonstrate that the firms' organization and proposed team, including sub-consultants and specialists, has the necessary technical and managerial background and experience to carry out the requirements of this project.
2. Include a team organization chart and provide resumes of two pages (maximum) per key individual detailing who will be assigned responsibility for each component of the work. List staff and/or sub-consultants, who will be assigned to each component, and include their related experience. Subsequent substitution of staff and/or sub-consultants shall be submitted in writing for review and approval by the RDN. Acceptance of staff and/or sub-consultant substitutions will be at the sole discretion of the RDN.
3. State the proponent's corporate commitment to completing this Project within the scope, budget and timelines outlined.

### **6.2 Past performance, and references**

This component of the evaluation will constitute 10% of the evaluation points. The expectations for this component are:

1. Prepare a list, in chronological order of three (3) recent and similar projects completed by the proponent including details of which projects were undertaken by members of the proposed project team. Provide the name and telephone number of a contact person from previous projects. For each of the projects provided as references include a brief outline of the project and its relevance to this project. References will be contacted to confirm the proponent's ability to meet budget, schedule, and quality targets.

### **6.3 Project Understanding, Methodology, Task List and Deliverables**

This component of the evaluation will constitute 30% of the evaluation points. The expectations for this component are:

1. Provide a task list summary to clearly show project understanding, the level of effort planned and time commitment for all members of the project team on each part of the project. Clearly identify each team member per task and number of hours. Clearly indicate in the proposal which items or which parts of items will be undertaken by the proponent or by a sub-consultant.

2. Provide a Gantt chart style schedule of the key work activities proposed and identified deliverables to meet the RDN's schedule requirements. Include key activities, deliverables and notifications to proceed in terms of weeks. The schedule should include 10 working days for review of all submissions by the RDN.
3. Demonstrate that the proponent understands the critical issues for a successful project.

## 6.4 Fees

This component of the evaluation will constitute 40% of the evaluation points. The expectations for this component are:

1. Provide a total fee budget for the provision of all services required to provide the deliverables noted in Section 2 of this RFP. Identify hourly rates that include local travel, detail and include any and all travel expenses expected with the proposed team and task list, and estimated disbursements.

Evaluation criteria for fees will be as per the following formula:

$$\text{Fees score} = \frac{\text{Lowest Price} \times 40 \text{ Points}}{\text{Proposal Price}}$$

2. Prices quoted will be deemed to be:
  - a. in Canadian dollars;
  - b. exclusive of any applicable taxes;
  - c. firm for the entire Contract period.

## **7 Appendices**

Appendix A – RDN Water Service Areas Map

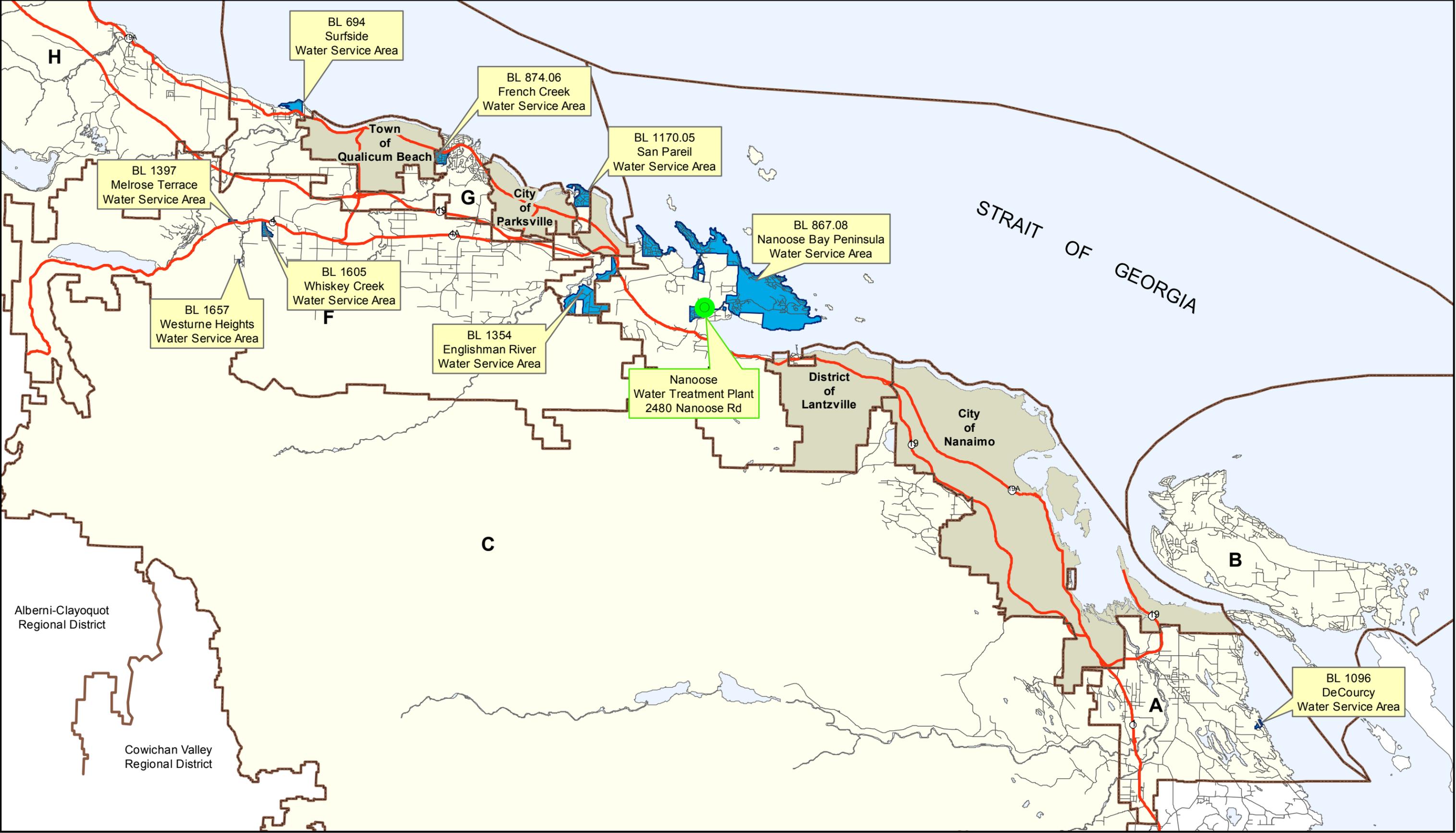
Appendix B – Summary of RDN Water Service Areas

Appendix C – Nanoose WSA Ductile Iron Transmission Main Information

Appendix D – RDN Consultant Services Agreement Contract Template

# Appendix A – RDN Water Service Areas Map

---



# Regional District of Nanaimo Local Water Service Areas

- Local Water Service Area
- Electoral Area Boundary
- Highway
- Road Centreline



# Appendix B – Summary of RDN Water Service Areas

---

## **Nanoose Bay Peninsula**

The Nanoose Bay Peninsula Water Service Area was established in 2005 by amalgamating the water service areas locally known as Madrona, Wall Beach, Driftwood, Nanoose (Beachcomber), Fairwinds, Arbutus Park, and West Bay. The water supply comes from a series of groundwater wells located in the Nanoose Bay Peninsula, and is supplemented seasonally (as required) with water from the Englishman River. In 2016, the Nanoose Bay Peninsula Water System was comprised of 2119 residential and 67 commercial water service customers. This system includes 6 reservoirs and approximately 80km of watermain.

## **Decourcey**

The Decourcey Water Service Area was established in 1998 in a rural area south of Nanaimo, and serves two properties on Bissel Road and three on Pylades Drive. The water source for the Decourcey Water Service Area comes from one groundwater well located nearby. The water is chlorinated, stored in one reservoir, and distributed via approximately 0.7km of watermain.

## **Englishman River**

The Englishman River Community Water Service Area was established in 2003 and comprises an area near the southern boundary of the City of Parksville between the Island Highway and the Englishman River. The water source for the Englishman River Community Water Service Area comes from a series of groundwater wells located nearby. The water source is chlorinated and stored in one reservoir. There are 148 residential service connections serviced by approximately 12km of watermain.

## **San Pareil**

The San Pareil Water Service Area was established in 1999 when the RDN acquired the existing Bubbling Springs Water Utility. This system is located northeast of the bridge just prior to entering the City of Parksville. The water source for the San Pareil Water Service Area comes from a series of groundwater wells located nearby. The water source is chlorinated, UV disinfected, and stored in two reservoirs. The distribution system serves 282 residential service connections via approximately 7km of watermain.

## **Surfside**

The Surfside Water Service Area was established in 1986 and comprises an area north of Qualicum Beach on Surfside Drive and part of McFeely Drive. The water source for the Surfside Water Service Area comes from two groundwater wells located nearby. The water source is chlorinated and pumped into the system on demand.

## **French Creek**

The French Creek Water Service Area was established in 1980 and comprises an area west of Drew Road to Yambury Road and south of the Island Highway between the City of Parksville and the Town of Qualicum Beach. The water source comes from a series of groundwater wells located nearby. The water source is chlorinated and stored in one reservoir. Approximately 7km of watermain services 238 connections.

## **Melrose Terrace**

The Melrose Terrace Water Service Area was established in April 2005 and is located near the Alberni Highway South West of Coombs. The water source for the Melrose Terrace Water Service Area comes from one groundwater well located nearby. The water supply is chlorinated and stored in a single reservoir. The water system supplies 28 residential connections via approximately 0.5km of watermain.

## **Whiskey Creek**

The Whiskey Creek Water Service Area was established in 2011 when the RDN acquired the existing Whiskey Creek Water District. The water service area supplies water to the Westerlea Estates subdivision located eight kilometres southwest of Qualicum Beach on the south side of Highway 4. The water source for the Whiskey Creek Water Service Area comes from a surface water intake from nearby Crocker Creek. The water supply is filtered and then chlorinated, and stored in one concrete reservoir. 124 residential connections are supplied via approximately 3.5km of watermain.

## **Westurne Heights**

No included in the scope of this project.

Additional information for each WSA can be found on the RDN website at the following address:

<http://www.rdn.bc.ca/watersmart-communities>

# Appendix C – Nanoose WSA Ductile Iron Transmission Main Information

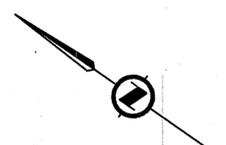
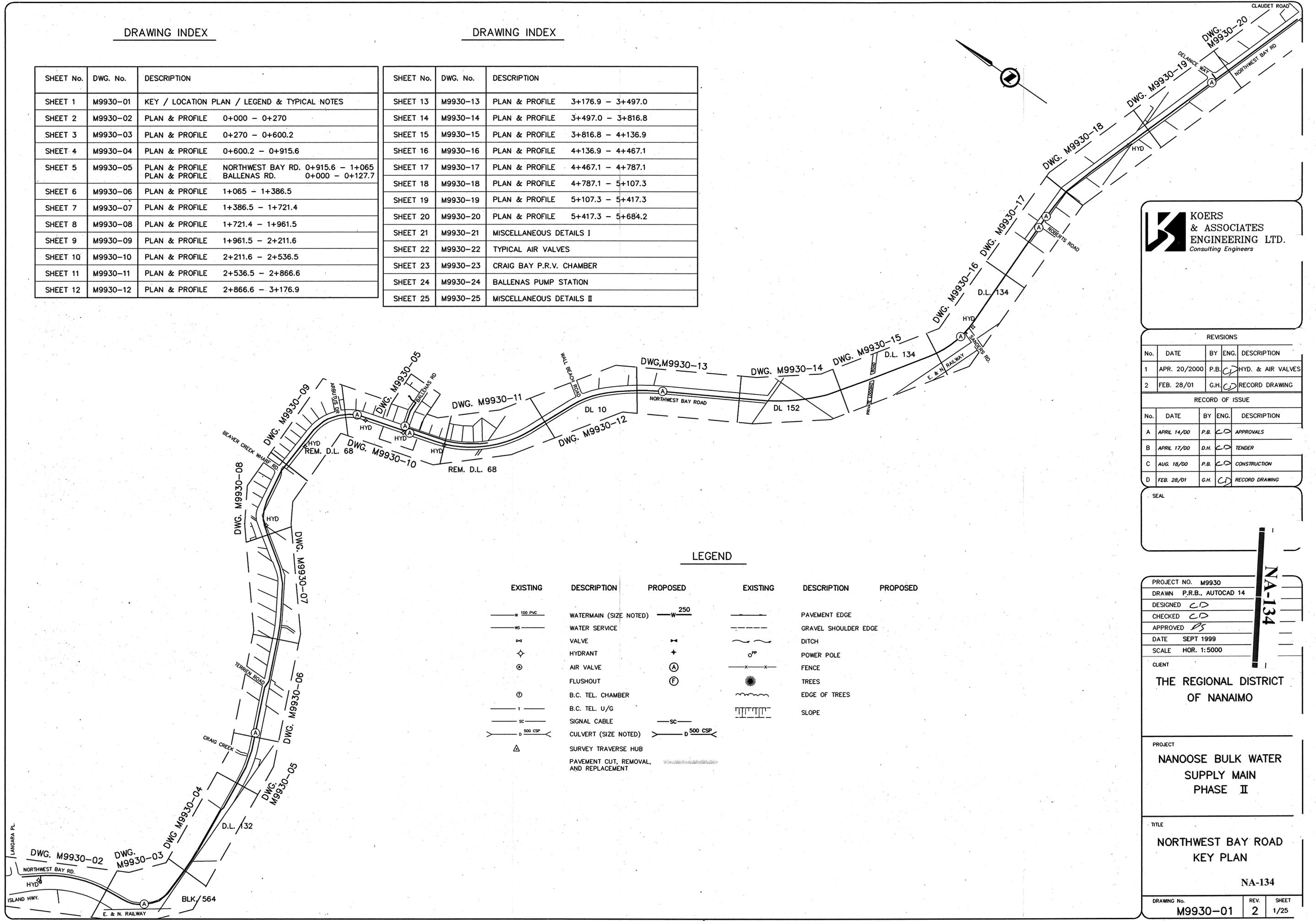
---

DRAWING INDEX

SHEET No.	DWG. No.	DESCRIPTION
SHEET 1	M9930-01	KEY / LOCATION PLAN / LEGEND & TYPICAL NOTES
SHEET 2	M9930-02	PLAN & PROFILE 0+000 - 0+270
SHEET 3	M9930-03	PLAN & PROFILE 0+270 - 0+600.2
SHEET 4	M9930-04	PLAN & PROFILE 0+600.2 - 0+915.6
SHEET 5	M9930-05	PLAN & PROFILE NORTHWEST BAY RD. 0+915.6 - 1+065 PLAN & PROFILE BALLENAS RD. 0+000 - 0+127.7
SHEET 6	M9930-06	PLAN & PROFILE 1+065 - 1+386.5
SHEET 7	M9930-07	PLAN & PROFILE 1+386.5 - 1+721.4
SHEET 8	M9930-08	PLAN & PROFILE 1+721.4 - 1+961.5
SHEET 9	M9930-09	PLAN & PROFILE 1+961.5 - 2+211.6
SHEET 10	M9930-10	PLAN & PROFILE 2+211.6 - 2+536.5
SHEET 11	M9930-11	PLAN & PROFILE 2+536.5 - 2+866.6
SHEET 12	M9930-12	PLAN & PROFILE 2+866.6 - 3+176.9

DRAWING INDEX

SHEET No.	DWG. No.	DESCRIPTION
SHEET 13	M9930-13	PLAN & PROFILE 3+176.9 - 3+497.0
SHEET 14	M9930-14	PLAN & PROFILE 3+497.0 - 3+816.8
SHEET 15	M9930-15	PLAN & PROFILE 3+816.8 - 4+136.9
SHEET 16	M9930-16	PLAN & PROFILE 4+136.9 - 4+467.1
SHEET 17	M9930-17	PLAN & PROFILE 4+467.1 - 4+787.1
SHEET 18	M9930-18	PLAN & PROFILE 4+787.1 - 5+107.3
SHEET 19	M9930-19	PLAN & PROFILE 5+107.3 - 5+417.3
SHEET 20	M9930-20	PLAN & PROFILE 5+417.3 - 5+684.2
SHEET 21	M9930-21	MISCELLANEOUS DETAILS I
SHEET 22	M9930-22	TYPICAL AIR VALVES
SHEET 23	M9930-23	CRAIG BAY P.R.V. CHAMBER
SHEET 24	M9930-24	BALLENAS PUMP STATION
SHEET 25	M9930-25	MISCELLANEOUS DETAILS II



REVISIONS				
No.	DATE	BY	ENG.	DESCRIPTION
1	APR. 20/2000	P.B.	CD	HYD. & AIR VALVES
2	FEB. 28/01	G.H.	CD	RECORD DRAWING

RECORD OF ISSUE				
No.	DATE	BY	ENG.	DESCRIPTION
A	APRIL 14/00	P.B.	CD	APPROVALS
B	APRIL 17/00	D.H.	CD	TENDER
C	AUG. 18/00	P.B.	CD	CONSTRUCTION
D	FEB. 28/01	G.H.	CD	RECORD DRAWING

SEAL

LEGEND

EXISTING	DESCRIPTION	PROPOSED	EXISTING	DESCRIPTION	PROPOSED
W 100 PVC	WATERMAIN (SIZE NOTED)	W 250	---	PAVEMENT EDGE	
WS	WATER SERVICE		---	GRAVEL SHOULDER EDGE	
V	VALVE	V	---	DITCH	
⊕	HYDRANT	+	OP	POWER POLE	
⊙	AIR VALVE	⊙	X-X	FENCE	
⊙	FLUSHOUT	⊙	⊙	TREES	
⊙	B.C. TEL. CHAMBER	⊙	---	EDGE OF TREES	
T	B.C. TEL. U/G		---	SLOPE	
SC	SIGNAL CABLE	SC			
D 500 CSP	CULVERT (SIZE NOTED)	D 500 CSP			
△	SURVEY TRAVERSE HUB				
	PAVEMENT CUT, REMOVAL, AND REPLACEMENT				

PROJECT NO.	M9930
DRAWN	P.R.B., AUTOCAD 14
DESIGNED	CD
CHECKED	CD
APPROVED	PS
DATE	SEPT 1999
SCALE	HOR. 1:5000

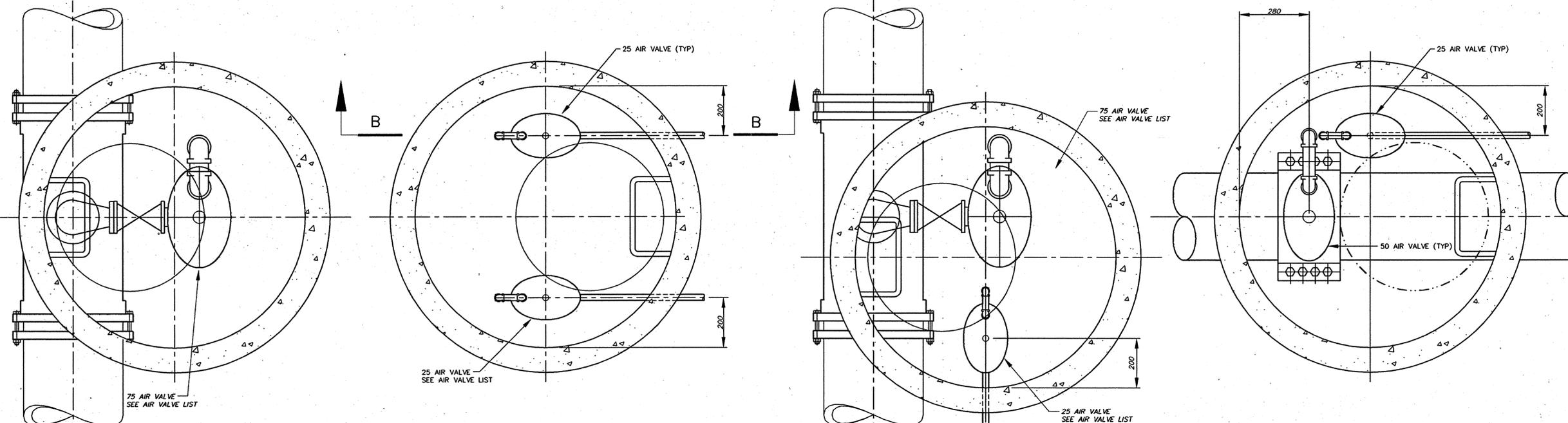
CLIENT  
**THE REGIONAL DISTRICT OF NANAIMO**

PROJECT  
**NANOOSE BULK WATER SUPPLY MAIN PHASE II**

TITLE  
**NORTHWEST BAY ROAD KEY PLAN**  
NA-134

DRAWING No.	M9930-01	REV.	2	SHEET	1/25
-------------	----------	------	---	-------	------

NA-134



**AIR VALVE TYPE 1**  
PLAN

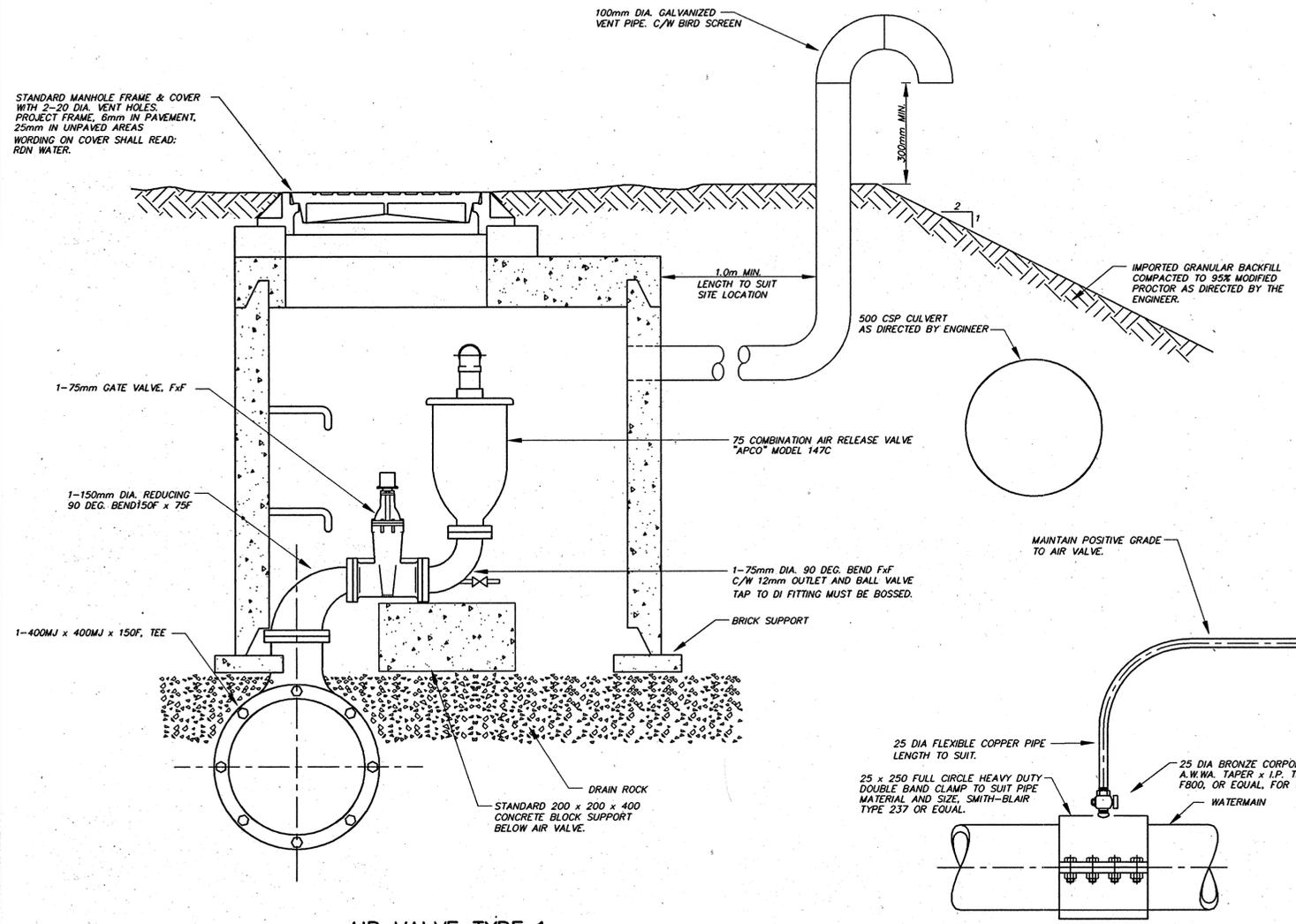
**AIR VALVE TYPE 2**  
PLAN

**AIR VALVE TYPE 3**  
PLAN

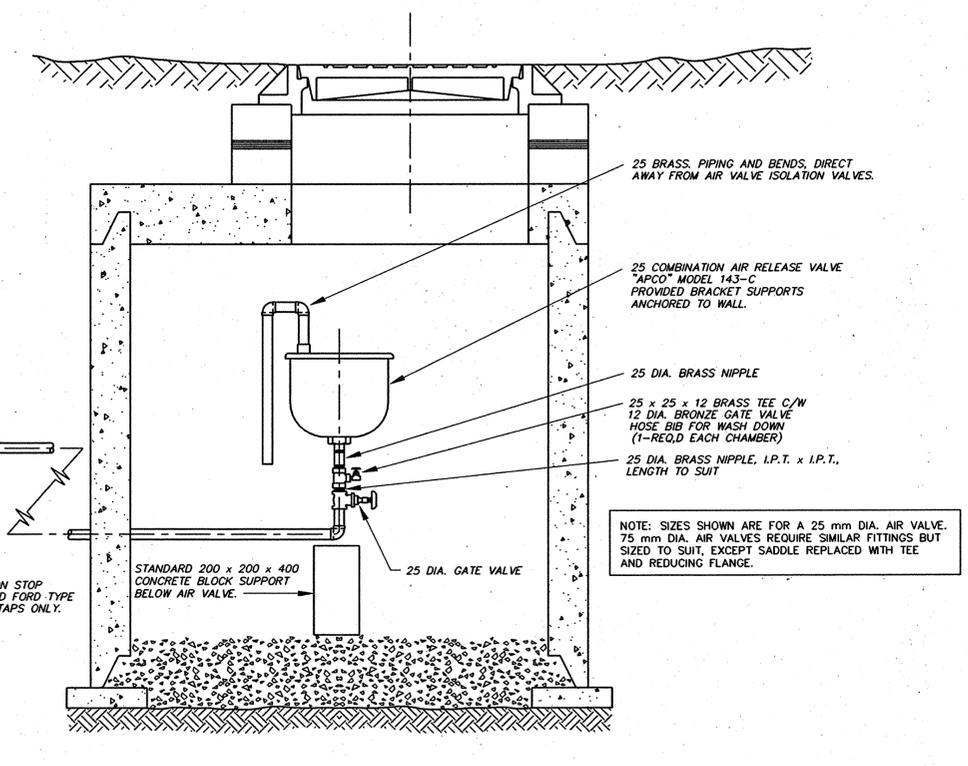
**AIR VALVE TYPE 4**  
PLAN

**AIR VALVE LIST**

DRAWING	STATION	TYPE	AIR VALVES
M9930-03	STA. 0+445.6	1	1-75 mm
M9930-06	STA. 1+070.6	1	1-75 mm
M9930-10	STA. 2+249.6	1	1-75 mm
M9930-10	STA. 2+402	1	1-75 mm
M9930-10	STA. 2+402	2	2-25 mm
M9930-13	STA. 3+257.6	1	1-75 mm
M9930-16	STA. 4+249.6	1	1-75 mm
M9930-17	STA. 4+647	1	1-75 mm
M9930-17	STA. 4+668.4	3	1-75 mm & 1-25 mm
M9930-19	STA. 5+370.4	4	1-50 mm & 1-25 mm



**AIR VALVE TYPE 1**  
AIR VALVE AND M.H. TYPICAL FOR TYPES 1, 2 & 3



**SECTION B-B**  
AIR VALVE TYPICAL FOR TYPES 2 & 3 & 4

REVISIONS

No.	DATE	BY	ENG.	DESCRIPTION
1	AUG. 18/00	P.B.	CD	NOTE FOR 12 mm TAP
2	FEB. 28/01	G.H.	CD	RECORD DRAWING

RECORD OF ISSUE

No.	DATE	BY	ENG.	DESCRIPTION
A	APRIL 14/00	P.B.	CD	APPROVALS
B	APRIL 17/00	D.H.	CD	TENDER
C	AUG. 18/00	P.B.	CD	CONSTRUCTION
D	FEB. 28/01	G.H.	CD	RECORD DRAWING

PROJECT NO. M9930  
DRAWN P.R.B., AUTOCAD 14  
DESIGNED CD  
CHECKED CD  
APPROVED PS  
DATE JAN. 2000  
SCALE N.T.S.

CLIENT  
**REGIONAL DISTRICT OF NANAIMO**

PROJECT  
**NANOOSE BULK WATER SUPPLY MAIN PHASE II**

TITLE  
**TYPICAL AIR VALVES**

NA-155



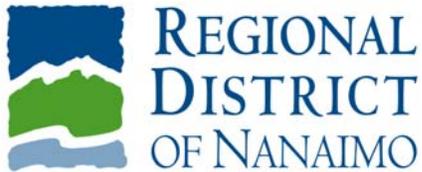
Air valve on ductile iron transmission main at the corner of Northwest Bay Road and Claudet Road





# Appendix D – RDN Consultant Services Agreement Contract Template

---



**AGREEMENT FOR SERVICES**

**THIS AGREEMENT** dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

**REGIONAL DISTRICT OF NANAIMO**

6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

(the "**Regional District**")

OF THE FIRST PART

AND:

**[NAME OF CONSULTANT]**

[address]  
[address]

(the "**Consultant**")

OF THE SECOND PART

**WHEREAS:**

- A. The RDN called for proposals for the provision of consulting services for [NAME OF PROJECT] (the "**Project**"), and the Consultant in reply submitted a proposal dated [DATE]. A copy of the call for proposals is attached as Schedule "C" to this Agreement, and a copy of the Consultant's proposal is attached as Schedules "D" to this Agreement.
- B. The RDN has agreed to engage the Consultant and the Consultant has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the Regional District in respect of the Project on the terms and conditions set out in this Agreement.

**NOW THEREFORE** the Regional District and the Consultant, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the Regional District to the Consultant agree as follows:



## **1.0 DEFINITIONS**

1.1 In this Agreement:

- (a) **"Services"** means the services to be provided by the Consultant, as described in Schedule "A" to this Agreement.

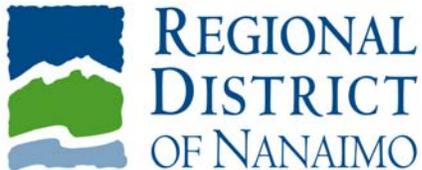
## **2.0 TERM**

2.1 The term of this Agreement is for the period commencing \* and terminating on \* (the "**Term**"), subject to earlier termination as provided in section 7 of this Agreement.

## **3.0 CONSULTANT'S DUTIES AND RESPONSIBILITIES**

3.1 The Consultant must:

- (a) provide the Regional District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "A" to this Agreement, and to the satisfaction of the Regional District;
- (b) supply all labour, equipment and material, and do all things necessary for the provision of the Services;
- (c) perform the Services for the Regional District with that degree of care, skill and diligence normally utilized by consultants having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees which the Consultant is entitled to under this Agreement for the provision of the Services;
- (e) provide and maintain at the Consultant's expense any insurance that the Consultant is required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement. Without limiting the foregoing, the Consultant must provide and maintain at the Consultant's expense any insurance specifically required in Schedule "B" to this Agreement. The Consultant must provide satisfactory proof of insurance coverage to the Regional District upon request;
- (f) be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the Consultant and its employees;
- (g) provide satisfactory proof of the Consultant's WorkSafe BC coverage to



the RDN upon request;

- (h) not subcontract any of its obligations under this Agreement without the Regional District's prior written consent;
- (i) not commit or purport to commit the Regional District to the payment of any money to any person, firm or corporation, without the Regional District's prior written consent;
- (j) keep proper and accurate books of account and records of any and all monies received and disbursed in the provision of the Services and make the books of account and records available for inspection and audit by the Regional District or its authorized representatives upon request;
- (k) comply with all laws applicable to the provision of the Services including all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Consultant's provision of the Services; and
- (l) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the Consultant to the Regional District under this Agreement.

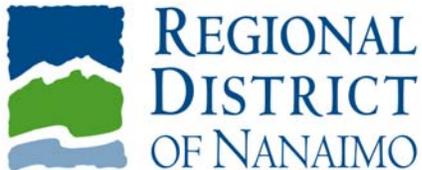
#### **4.0 CONSULTANT REPRESENTATIONS AND WARRANTIES**

4.1 The Consultant represents and warrants to the Regional District that:

- (a) if the Consultant is a corporation, it is duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia; and
- (b) the Consultant has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

#### **5.0 FEES AND EXPENSES**

5.1 In consideration for the provision of the Services, the Regional District shall pay to the Consultant the fee for all Services rendered under this Agreement according to the amounts and times of payment set out in Schedule "A" to this



Agreement, plus any Goods and Services Tax applicable.

5.2 The Regional District shall pay the disbursements listed in Schedule "A" if incurred by the Consultant in providing the Services, provided the total disbursements payable shall not exceed the estimate set out in Schedule "A".

5.3 Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

## **6.0 INDEMNIFICATION**

6.1 The Consultant shall release, indemnify and save harmless the Regional District, its elected officials, officers, and employees of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Consultant, or its officers, employees, agents or consultants, in the performance of the Services, or from the Consultant's breach of this Agreement.

## **7.0 TERMINATION**

7.1 If the Consultant is in default in the performance of any of its obligations under this Agreement, or if the Consultant becomes insolvent or is assigned into bankruptcy, then the Regional District may terminate this Agreement by written notice to the Consultant.

7.2 The Regional District may terminate this Agreement, without cause, at any time by giving not less than forty-five (45) days written notice to the Consultant.

7.3 In the event that this Agreement is terminated, the Consultant shall be paid by the Regional District for Services performed to the date of termination and remaining unpaid, less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District or any person employed by or on behalf of the Regional District arising from the Consultant's default.

## **8.0 CONFIDENTIALITY**

8.1 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.





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 Regional District to be that of employee and employer.

- 13.2 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.

#### **14.0 NO ASSIGNMENT**

- 14.1 The Consultant shall not assign its interest in this Agreement or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the RDN, which may be withheld for any reason.

#### **15.0 WAIVER**

- 15.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

#### **16.0 ENTIRE AGREEMENT**

- 16.1 This Agreement constitutes the entire agreement between the parties with respect to the matters herein and may not be modified except by subsequent agreement in writing.

#### **17.0 LAW APPLICABLE**

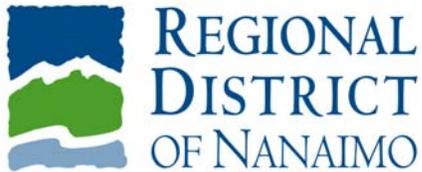
- 17.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Regional District of Nanaimo of British Columbia.

#### **18.0 AMENDMENT**

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

#### **19.0 CONFLICT**

- 19.1 In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall



prevail.

## **20.0 HEADINGS**

20.1 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

## **21.0 INTERPRETATION**

21.1 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

## **22.0 ENUREMENT**

22.1 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 an interest in the Agreement without the prior written consent of the other.

## **23.0 DISPUTE RESOLUTION**

23.1 All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the Regional District and the Consultant be submitted to mediation.

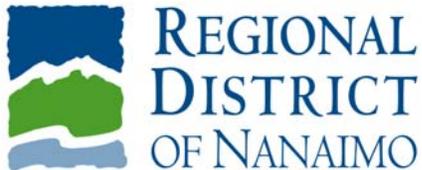
23.2 In the event of a dispute, the parties agree to resolve the dispute by:

Frank and open negotiations whereby both parties use their best efforts to resolve the dispute by mutual agreement including the most Senior Management of both parties.

23.3 If, after 30 business days, the dispute is not resolved, both parties agree to appoint a mediator to resolve the dispute and the Mediator's decision will be final. The mediation shall take place in Nanaimo, British Columbia, unless agreed otherwise. Parties will be responsible for their own costs.

## **24.0 COUNTERPART**

24.1 This Agreement may be executed in counterpart 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.

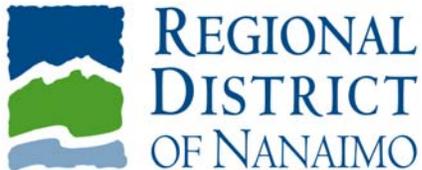


## 25.0 DOCUMENTATION, PATENT AND COPYRIGHT

- 25.1 **Title.** The title, property rights, moral rights and ownership in and to all present and future materials and information produced or prepared by the Service Provider pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other material or physical item on which information is stored shall vest in the RDN without any payment by the RDN therefor.
- 25.2 **Patent and Copyright.** The title, property rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall vest in the RDN without any payment by the RDN therefor.
- 25.3 **Further Assurances.** The Service Provider shall upon request by the RDN, do all such things and execute and deliver to the RDN all such documents and instruments as the RDN shall reasonably require in order to vest title, property rights and ownership in the RDN and the Service Provider shall execute and deliver all such assignments, documents and instruments as may, in the RDN's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

## 26.0 DELAY IN PERFORMANCE

- 26.1 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, 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.



## **27.0 SEVERABILITY**

27.1 The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

## **28.0 PAYMENT**

28.1 The Service Provider shall submit invoices to the RDN 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.

28.2 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. The Service Provider shall also provide to the RDN upon written request such receipts, bills, invoices or other evidence in support of each invoice for a billing period as the RDN shall request.

28.3 Except for the amounts which the RDN in good faith is disputing and except for any set off which the RDN may claim and except for invoices (or portions of invoices) in respect of which the RDN has requested and not received supporting evidence, the RDN shall pay invoices submitted to it for the Services within 30 days' receipt thereof.

28.4 The Service Provider shall keep and shall cause any Subconsultants to keep books, records, documents and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The RDN or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of three years after the termination, for any reason, of this Agreement.



## **29.0 SUBCONSULTANTS**

29.1 The Service Provider may retain Sub consultants to assist in the performance of the Services provided that the terms of this Agreement shall apply to the Sub consultants and provided that the Service Provider shall be wholly responsible for the professional standards, performance and all actions of the Sub consultants. The Service Provider shall only employ Sub consultants having the appropriate standards, qualifications and experience in their respective areas of expertise.

## **30.0 WORK AND SERVICES OMITTED**

30.1 Upon receipt of written direction from the RDN, the Service Provider shall omit Services to be performed under the Agreement. The Service Provider shall have no claim against the RDN for loss associated with any omitted Services.

## **31.0 THIRD PARTY RIGHTS**

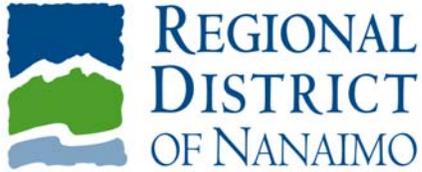
31.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the RDN and the Service Provider.



**IN WITNESS HEREOF** the Regional District and the Consultant have executed this Agreement as of the day, month and year first above written.

**REGIONAL DISTRICT OF NANAIMO**, by its  
authorized signatory: )  
)  
)  
)  
)  
\_\_\_\_\_  
Signature: )  
)  
)  
)  
\_\_\_\_\_  
Printed Name: )

**[NAME OF CONSULTANT (corporation)]**, by  
its authorized signatory: )  
)  
)  
)  
\_\_\_\_\_  
Signature: )  
)  
)  
\_\_\_\_\_  
Printed Name: )



## **SCHEDULE "A"**

### **A.1 SERVICES**

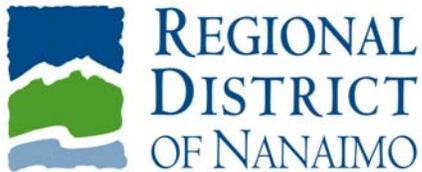
- [List all services to be provided by the Consultant, and include all necessary details as to where, when and how the services are to be performed]

### **A.2 FEES**

- [Insert details of fees and payment schedule]

### **A.3 REIMBURSABLE EXPENSES**

- [List all reimbursable expenses, if any.]



## SCHEDULE "B"

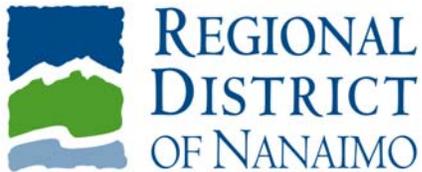
### INSURANCE

The Consultant shall, at its own expense, provide and maintain throughout the Term the following minimum insurance in a form acceptable to the Regional District, with an insurer licensed in British Columbia:

- a. **Comprehensive General Liability** in an amount not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The RDN is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:

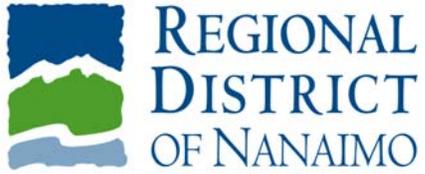
- .01 Products or Completed Operations Liability;
- .02 RDN's and Consultant's Protective Liability;
- .03 Blanket Written Contractual Liability;
- .04 Contingent employer's Liability;
- .05 Personal Injury Liability;
- .06 Non-Owned Automobile Liability;
- .07 Cross Liability;
- .08 Employees as additional Insureds;
- .09 Broad Form Property Damage;
- .10 Broad Form Completed Operations;
- and where such further risk exists:**
- .11 Shoring Blasting, Excavating, Underpinning, Demolition, Piledriving and Caisson Work, Work Below Ground Surface, Tunneling and Grading, as applicable;
- .12 Elevator and Hoist Liability; and
- .13 Operation of Attached Machinery.

- b. **Automobile Liability** on all owned or leased vehicles in an amount not less than Two Million Dollars (\$2,000,000.00)
- c. **Aircraft and/or Watercraft Liability**, where applicable, for all owned or non-owned craft operating or used in the performance of the Work by the Consultant, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and including aircraft passenger hazard liability, where applicable.
- d. **Professional Liability Insurance** \$250,000 per occurrence, \$1,000,000.00 aggregate.
- e. **Property** insurance which shall cover all property, of every description, to be used in the construction of the Work, against "All Risks" of physical loss or damage, while such property is being transported to the site, and thereafter throughout erection, installation and testing and such insurance shall be maintained until Substantial Performance of the Work. Such policy of insurance shall extend to protect the interest of the RDN, and shall contain a waiver of subrogation against the RDN.



2. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the RDN.
3. The Consultant shall provide the RDN with evidence of all required insurance prior to the commencement of the Work or services. Such evidence shall be in a form acceptable to the RDN. When requested by the RDN, the Consultant shall provide certified copies of required insurance policies.
4. All required insurance shall be endorsed to provide the RDN with thirty days (30) advance written notice of cancellation or material change.
5. The Consultant hereby waives all rights of recourse against the RDN with regard to damage to the Consultant's property.
6. The Consultant shall require and ensure that each subconsultant maintain liability insurance comparable to that required above.
7. Unless specified otherwise, the duration of each insurance policy shall be from the date of commencement of the Work until the date of the final certificate for payment.

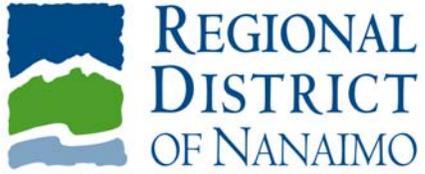
Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the Regional District.



**SCHEDULE "C"**

**CALL FOR PROPOSALS**

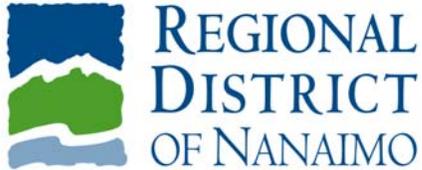
SAMPLE



**SCHEDULE "D"**

**PROPONENT'S PROPOSAL**

SAMPLE



## Schedule "E"

### Privacy Protection Schedule

#### Definitions

1. In this Schedule,
  - (a) "**access**" means disclosure by the provision of access;
  - (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act*;
  - (c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Consultant as a result of the Agreement or any previous agreement between the Regional District of Nanaimo and the Consultant dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act; and

#### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Regional District of Nanaimo to comply with the Regional District of Nanaimo's statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Consultant is aware of and complies with the Consultant's statutory obligations under the Act with respect to personal information.

#### Collection of personal information

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



5. Unless the Agreement otherwise specifies or the Regional District of Nanaimo 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 of Nanaimo to answer questions about the Consultant's collection of personal information.

#### **Accuracy of personal information**

6. The Consultant must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Consultant or the Regional District of Nanaimo to make a decision that directly affects the individual the information is about.

#### **Requests for access to personal information**

7. If the Consultant receives a request for access to personal information from a person other than the Regional District of Nanaimo, the Consultant must promptly advise the person to make the request to the Regional District of Nanaimo unless the Agreement expressly requires the Consultant to provide such access and, if the Regional District of Nanaimo has advised the Consultant of the name or title and contact information of an official of the Regional District of Nanaimo to whom such requests are to be made, the Consultant must also promptly provide that official's name or title and contact information to the person making the request.

#### **Correction of personal information**

8. Within 5 Business Days of receiving a written direction from the Regional District of Nanaimo to correct or annotate any personal information, the Consultant must annotate or correct the information in accordance with the direction.
9. Within 5 Business Days of correcting or annotating any personal information, the Consultant must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Regional District of Nanaimo, the Consultant disclosed the information being corrected or annotated.



10. If the Consultant receives a request for correction of personal information from a person other than the Regional District of Nanaimo, the Consultant must promptly advise the person to make the request to the Regional District of Nanaimo and, if the Regional District of Nanaimo has advised the Consultant of the name or title and contact information of an official of the Regional District of Nanaimo to whom such requests are to be made, the Consultant must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

11. The Consultant must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

#### **Storage and access to personal information**

12. Unless the Regional District of Nanaimo otherwise directs in writing, the Consultant must not store personal information outside Canada or permit access to personal information from outside Canada.

#### **Retention of personal information**

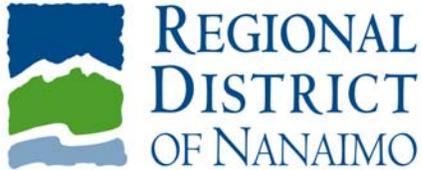
13. Unless the Agreement otherwise specifies, the Consultant must retain personal information until directed by the Regional District of Nanaimo in writing to dispose of it or deliver it as specified in the direction.

#### **Use of personal information**

14. Unless the Regional District of Nanaimo otherwise directs in writing, the Consultant may only use personal information if that use is for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.

#### **Disclosure of personal information**

15. Unless the Regional District of Nanaimo otherwise directs in writing, the Consultant may only disclose personal information inside Canada to any person other than the Regional District of Nanaimo if the disclosure is for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.



16. Unless the Agreement otherwise specifies or the Regional District of Nanaimo otherwise directs in writing, the Consultant must not disclose personal information outside Canada.

#### **Notice of foreign demands for disclosure**

17. In addition to any obligation the Consultant may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Consultant, the Consultant:
  - (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Consultant knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Consultant must immediately notify the Regional District of Nanaimo and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases “foreign demand for disclosure” and “unauthorized disclosure of personal information” will bear the same meanings as in section 30.2 of the Act.

#### **Notice of unauthorized disclosure**

18. In addition to any obligation the Consultant may have to provide the notification contemplated by section 30.5 of the Act, if the Consultant knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Consultant, the Consultant must immediately notify the Regional District of Nanaimo. In this section, the phrase “unauthorized disclosure of personal information” will bear the same meaning as in section 30.5 of the Act.

#### **Inspection of personal information**

19. In addition to any other rights of inspection the Regional District of Nanaimo may have under the Agreement or under statute, the Regional District of Nanaimo may, at any reasonable time and on reasonable notice to the Consultant, enter on the Consultant’s premises to inspect any personal information in the possession of the Consultant or any of the Consultant’s information management policies or practices relevant to the Consultant’s management of personal



information or the Consultant's compliance with this Schedule and the Consultant must permit, and provide reasonable assistance to, any such inspection.

### **Compliance with the Act and directions**

20. The Consultant must in relation to personal information comply with:
  - (a) the requirements of the Act applicable to the Consultant as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Regional District of Nanaimo under this Schedule.
21. The Consultant acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

### **Notice of non-compliance**

22. If for any reason the Consultant does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Consultant must promptly notify the Regional District of Nanaimo of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

### **Termination of Agreement**

23. In addition to any other rights of termination which the Regional District of Nanaimo may have under the Agreement or otherwise at law, the Regional District of Nanaimo may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Consultant, terminate the Agreement by giving written notice of such termination to the Consultant, upon any failure of the Consultant to comply with this Schedule in a material respect.

### **Interpretation**

24. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
25. Any reference to the "Consultant" in this Schedule includes any subconsultant or agent retained by the Consultant to perform obligations under the Agreement and the Consultant must ensure that any such subconsultants and agents comply with this Schedule.



26. The obligations of the Consultant in this Schedule will survive the termination of the Agreement.
27. If a provision of the Agreement (including any direction given by the Regional District of Nanaimo under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
28. The Consultant must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
29. Nothing in this Schedule requires the Consultant to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.