REQUEST FOR PROPOSAL No. 2433

Dam Breach Assessment and Inundation Mapping

DATE ISSUED: July 22, 2019

Closing Location:
Purchasing Department
2020 Labieux Road
Nanaimo, BC
V9T 6J9

ESTABLISHED CLOSING DATE AND TIME:
Proposals must be received prior to:
September 12, 2019; 3:00 pm (15:00 hours) Pacific Time

INQUIRIES:
Silvia Reid, SCMP, Buyer
purchasinginfo@nanaimo.ca

Late Submissions will not be considered
And
Submissions will not be opened publicly

NOTE: EMAIL SUBMISSIONS ARE NO LONGER ACCEPTED. ELECTRONIC SUBMISSIONS ARE ACCEPTED AT; https://www.nanaimo.ca/bid-opportunities/. AS DESCRIBED IN SECTION 2.0 OF THE DOCUMENT
# Dam Breach Assessment and Inundation Mapping

## REQUEST FOR PROPOSAL 2433

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Section 1.0  Overview

1.1  Project Overview

The City is seeking a consulting team with extensive experience with dam breach analysis and flood inundation mapping to perform a study for the system as further described in Section 5.0 Scope of Services and Requirements.

1.2  RFP Timeline

The following timeline is an estimate and may be adjusted by the City of Nanaimo’s discretion any time during the procurement process.

<table>
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<td>RFP issued</td>
<td>July 22, 2019</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>September 4, 2019</td>
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<td>Established Closing Date and Time</td>
<td>September 12, 2019</td>
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<tr>
<td>Target Notification to Successful Proponent</td>
<td>Week of October 1, 2019</td>
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1.3  Intention of Award

The intention of the City maybe to award to one Proponent; however, the City will award in the best interest of the City and at its sole discretion to one or more than one Proponent.

1.4  No Exclusivity

In the event that the Successful Proponent fail to meet the obligations of the Agreement as follows:

- Unable to provide the required goods and or services either as listed in this RFP or as modified from time to time; or
- Unable to deliver the required goods and or services at the required time and location.

The City shall, in its sole discretion, reserve the right to source and purchase the goods and or services from other suppliers to meet operational requirements.

1.5  Definitions

The following definitions apply to the interpretation of this document:

“Addendum / Addenda” means a change, or addition, or correction significant enough to be formally made to this RFP. Addenda are posted on the City websites.
“Agreement” means a legal document and any attachments that bind the City and all other parties subject to the provisions of the document(s).

“Business Day” means any day from Monday to Friday inclusive, excluding statutory or civic holidays observed in British Columbia.

“City” means the City of Nanaimo.

“Closing Location” means the location that all Proposals for this RFP will be accepted at.

“Consultant” means the Successful Proponent who enters into an Agreement with the City for the goods and services requested herein.

“Established Closing Date and Time” means the deadline for the submission of Proposals as set out herein.

“Project” means the Dam Breach Assessment and Inundation Mapping.

“Mandatory Requirements” means those requirements described herein, which shall be fully satisfied in order for any Proposal to be considered by the City as a qualified Proposal.

“May” used in this document denotes permissive.

“Proponent” means the Person, Company or Corporation providing a response to this RFP.

“Request for Proposal” (RFP) means the document issued by the City used to solicit submissions to provide goods, services or construction for the City.

“Shall” or “Will” or “Must” used in this document denotes imperative.

“Sub-Consultant” means a legal entity approved by the City that may undertake the execution of a part of the Work pursuant to an Agreement with the Proponent, and may include both “brokers” and “Sub-Consultants”.

“Submission” or “Proposal” means the information submitted by a Proponent in response to this RFP.

“Successful Proponent” means a Proponent who the City may award the agreement to, as a result of this RFP document.

“Work” means the total goods and or services required by the RFP to complete the project.
Section 2.0  Instructions to Proponents

2.1  RFP Closing Date and Submission Instructions

It is the sole responsibility of the Proponent to submit their response to the Purchasing Department prior to the established Closing Date and Time by one (1) of the following two (2) methods:

i. Hand/courier delivery: Proponents should submit one (1) original hard copy and one (1) electronic version in MS Word/PDF format submitted on an external flash drive. The Proposal should be enclosed and sealed in an envelope/package clearly marked: **RFP 2433 Dam Breach Assessment and Inundation Mapping; attention: Silvia Reid** and delivered and addressed to the Purchasing Department, City of Nanaimo, 2020 Labieux Road, Nanaimo, BC V9T 6J9.

**Note:** The City will not be liable for any discrepancy between the hard copy submission and the electronic version. In the event of a discrepancy between the hard copy submission and the electronic version, the electronic version will prevail.

ii. Electronic Bid Opportunity Portal: follow this hyperlink; [https://www.nanaimo.ca/bid-opportunities/](https://www.nanaimo.ca/bid-opportunities/). Click the submit button for **RFP 2433 Dam Breach Assessment and Inundation Mapping**, register by providing all the required information; upload the submission document(s) and click submit.

- An email confirmation will be sent to the email address that has been registered.
- Registration is required for each submission.

Electronically submitted Proposals will be deemed to be successfully received when the time as posted on the Submission portal confirmation email is at or before the Established Closing Date and Time.

It is the Proponent’s sole responsibility to ensure their Proposal is received when, where and how it is specified in this RFP document. The City is not responsible for lost, misplaced or incorrectly delivered Proposals.

The time clock in the Purchasing Department Office is the official timepiece for the receipt of all Proposals delivered by hand/courier.

**Note:** Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion at any time.
2.2 Signature

The Proponent’s Information Form, Section 6.0 must be signed by a person authorized to legally bind the Proponent to the statements made in the Response to this RFP.

2.3 Amendment to Proposals

Proponents may amend their Proposals after submission provided each revision is submitted and is received at the Closing Location and before the Established Closing Date and Time.

An authorized signatory of the Proponent must sign revisions.

Revisions received after the Closing Time will not be considered or accepted.

2.4 Inquiries and Clarifications Related to this RFP

All inquiries regarding this RFP are to be directed in writing or by email to the following person(s):

Silvia Reid; purchasinginfo@nanaimo.ca

All enquiries must be received no less than five (5) business days before the Established Close Date and Time. Questions received after this date will be responded to at the City’s discretion, and responses cannot be guaranteed.

Information obtained from any other source is not official and no verbal communication will modify the terms of this RFP.

Proponents are required to check the City’s website for all information up to the Established Closing Date and Time at the following website; https://www.nanaimo.ca/bid-opportunities/.

2.5 Addenda

If the City determines that an Addendum is necessary, the City will post an Addendum on the City website, and shall become part in parcel part of the RFP Document(s).

- Questions for clarification that alter the method, pricing and or specifications of the submission will be posted in the form of an Addenda, and must be signed and included with the submission.
- Questions for clarification that do not alter the method and pricing of the submission will be posted in the form of a Question and Answer document and will not require to be signed and returned with the submission.
It is the responsibility of the Proponent to ensure that it has retrieved any Addenda as posted.

Proponents are required to check the City’s website for all information up to the Established Closing Date and Time at the following website; https://www.nanaimo.ca/bid-opportunities/.

2.6 Withdrawal of Proposals

Proponents may withdraw their Proposal at any time prior to the Proposal Established Closing Date and Time by submitting a written withdrawal request to the Purchasing Department via email: purchasinginfo@nanaimo.ca, attention: Silvia Reid, Buyer.

2.7 Examination of RFP Proposal Documents and Site

It is the responsibility of each Proponent to examine the RFP Document(s) thoroughly. The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the Services or Work and conditions imposed by the City.

There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal Fee submitted, unless the City, at its sole discretion, deems that it would be reasonable to do so, or there are additional Work requirements due to unforeseen circumstances and as approved by the City.

2.8 Liability for Errors

While the City has taken considerable effort to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proponent. The information is not guaranteed or warranted accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming their opinions and or conclusions with respect to the Work as described in this RFP.

2.9 Litigation Clause

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

- Any other Agreement and or contract for works or Services; or
- Any matter arising from the City’s exercise of its powers, duties or functions under the 
  Local Government Act for another enactment
Within five years of the date of this Request for Proposal.

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

2.10 Proponent Expenses

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any sample requests, meetings, negotiations or discussions with or presentations to the City or its representatives and consultants, relating to or arising from this RFP.

2.11 Amendment to Agreement Documents

Both the City’s designated project manager and the Successful Proponent shall not amend the RFP Documents except as specifically agreed upon in writing and signed.

2.12 Changes to RFP Document

Proponent must not alter any portion of this RFP document, with the exception of adding the information as requested where necessary. To do so may invalidate the submission of its Proposal.

2.13 Changes to the Proposal Wording and Content

The Proponent is not allowed the opportunity to change the wording or content of its Proposal after the Closing and Time, and no words will be added to the Proposal, including changing the intent or content of the presentation of the Proposal, unless requested by the City (e.g. minor clarifications).

2.14 Acceptance and Rejection of Proposals

This RFP does not commit the City, in any way to select any Proponent or accept any Proposal and the City reserves the right in its sole discretion to postpone or cancel this RFP at any time for any reason whatsoever and to proceed with the Services in some other manner separate from this RFP process.
Proponents are advised that the lowest price, or any Proposal may not necessarily be accepted and the City reserves the right to reject or accept any or all Proposals in whole or in part at any time without further explanation.

Proponents are cautioned to carefully read and follow the instructions stated herein, as the City reserves the right to disqualify any Proposal that fails to meet any of the requirements of this RFP.

If any Proposal contains a deficiency or fails in some way to comply with any requirement of the RFP, which in the opinion of the City is not material, the City may waive the defect and accept the Proposal. The determination of whether or not to disqualify or otherwise remove any Proposal from the evaluation process will be made in the sole discretion of the City.

### 2.15 Freedom of Information and Privacy Protection Act (FOIPPA)

The City advises Proponents that submissions may be subject to the provisions of FOIPPA and the Community Charter. Proponents who wish to ensure particular parts of their submission are protected from disclosure under FOIPPA should specifically identify those portions that constitute a) trade secrets, and b) that are supplied in confidence, and c) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing criteria may be subject to disclosure to third parties. Personal information provided in the submission will be collected pursuant to FOIPPA and the Community Charter. The personal information will not be released except in accordance with the FOIPPA. Questions about the collection of your personal information may be referred to the Legislative Services Department at (250) 755-4405, or via email at foi@nanaimo.ca.

### 2.16 Ownership of Proposals

All Proposals submitted, other than any Proposal withdrawn prior to the Established Closing Date and Time of Proposals or any late Proposals, become the property of the City and will not be returned to Proponents.

### 2.17 Working Language

The working language of the City is English and all Proposals must be submitted in English.

### 2.18 Not a Binding Agreement

Issuance of this RFP, the Proponent’s preparation of a Proposal, and the subsequent receipt and evaluation of the Proposal by the City does not obligate the City in any manner whatsoever,
including awarding an Agreement to any Proponent. Only the full execution and delivery of the final Agreement Documents between all parties will obligate the City in accordance with the Agreement terms and conditions.

**2.19 Debriefing**

Proponents may request a debriefing which may be made available at the City’s convenience and must be made within thirty (30) calendar days of notification of award. The intent of the debriefing is to aid the Proponent in presenting a stronger Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process. The City will provide a debriefing upon request, after an Agreement award has been completed.

**2.20 Opening of Proposals**

Proposals will not be opened publicly.
Section 3.0 General Terms and Conditions

3.1 Acceptance of Terms

All the terms and conditions of this RFP are assumed to be accepted by the Proponent and incorporated in its Proposal, except those revisions that are proposed or requested in the Proposal and accepted by the City.

3.2 The City Reserve Rights

The City reserves the right to:

a. Waive any irregularity or insufficiency in any Proposal;
b. Accept the Proposal which is deemed most favourable to the interest of the City;
c. Accept any Proposal in whole or in part;
d. Seek Proposal clarification with any or all of the Proponents to assist in the evaluation;
e. To request clarification from one or more than one Proponent with regard to pricing that is obviously unbalanced;
f. Negotiate with the selected Proponent;
g. Approve substitutions for the Goods or personnel for the Work;
h. Reject any or all Proposals;
i. Contact references other than, and or in addition to, those furnished by the Proponent;
j. Modify the terms of the RFP at any time in its sole discretion; up to the Established Closing Date and Time; and
k. Internally publish the names of Proponents and any summary cost information deemed appropriate by the City.

3.3 Notification of Award

The Successful Proponent will be notified in writing and required agreeable obligations will need to be fulfilled before the Work can begin. All Proponents are directed to regularly check the City’s website for results of the opportunity as unsuccessful Proponents will not be notified in writing.

3.4 Form of Agreement

The Successful Proponent will enter into a Consultant Agreement, attached as Appendix A.

The City is not obligated to any Proponent in any manner until the Consultant Agreement is executed by the City and a Purchase Order is issued.
3.5 Indemnity

The Successful Proponent agrees to indemnify, defend and save harmless the City, including and without limitation, to its Council Members, agents, and employees. This will be from and against all suits, claims, demands, losses, damages, expenses and costs made against or incurred, suffered or sustained by the City at any time, either before or after the expiration or termination of the Agreement. Where the same or any of the aforementioned are based upon or arise out of or from anything done or omitted to be done by the Successful Proponent or by any employee, officers, director or Sub-Consultant, the Successful Proponent pursuant to the Agreement excepting any liability out of the independent acts of the City.

3.6 Insurance Requirements

The Consultant shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain throughout the Agreement term hereby granted the following insurance with insurers licensed in the Province of British Columbia and in forms and amounts acceptable to the City of Nanaimo. The policy shall include The City of Nanaimo as an additional insured in respect of all operations performed by or on behalf of the Consultant. All insurance is required if applicable by the City and with regard to all applicable governing laws.

**Commercial General Liability Insurance** in an amount not less than two million ($2,000,000) inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:

i. Include the City of Nanaimo as an additional insured;

ii. Be endorsed to provide the City of Nanaimo with (30) days advance written notice of cancellation or material change; and

iii. Include a cross liability clause.

iv. **Automobile Liability Insurance** covering both owned and non-owned automotive vehicles. This policy shall be written with a minimum two million ($2,000,000) inclusive and shall provide coverage for this amount against legal liability for bodily injury or death or damage to property of others and passenger hazard.

**Professional Liability Insurance (Errors & Omissions)**. Each Consultant providing professional or design services is expected to carry E & O in at a minimum of five hundred thousand ($500,000) per occurrence and one million ($1,000,000) aggregate. In addition, each policy is expected to be evidenced by certificate(s) of insurance including the undertaking to give at least 30 days prior notice to the City by registered mail in the event of cancellation of or reduction in coverage.
All insurance must be primary; and not require the sharing of any loss by an insurer of the City.

If the insurance policy(ies) expire before the end of the term of the Agreement, the Consultant must provide within ten (10) working days of expiration, evidence of new or renewal policy(ies) of all expired insurance in a form acceptable to the City.

The Consultant shall provide, maintain, and pay for, any additional insurance which is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this section in its sole discretion.

The Consultant shall place and maintain, or cause any of its Sub-Consultants to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

The Consultant hereby waives all rights of recourse against the City for loss or damage to the Consultant's property.

It is the responsibility of the Successful Proponent to supply valid insurance certifications to cover the project Work schedule and or potential term of Agreement.

3.7 WorkSafe BC

The Consultant and any approved Sub-Consultants must be registered in good standing with WorkSafe BC, in which case WorkSafe BC coverage must be maintained for the duration of the Agreement.

The Consultant agrees and shall:

a. Provide at its own expense the necessary WorkSafe BC compensation coverage for all its employees and partners employed or engaged in the execution of the Work;

b. Remain current with all assessment reporting and payments due there under and shall comply in every respect with the requirement of the WorkSafe BC Act and Regulations; and

c. Be solely responsible for to ensure that all Sub-Consultants have proper WorkSafe BC coverage.

The Consultant will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the Workers Compensation Act and Regulations pursuant thereto.
The Consultant understands and undertakes to comply with the entire Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Safety Data Sheets (SDS)" will be shipped along with the Goods and any future SDS updates will be forwarded.

### 3.8 Invoicing and Payment

If an Agreement is awarded, invoices should be sent to the City’s Accounts Payable Department at the following email address; finance.division@nanaimo.ca and should include as a minimum:

- Consulting Agreement and Purchase Order number;
- City contact full name (first and last); and
- Details of tasks performed;
- Hours per team member on each task;
- Percent completion of each task;
- Overall project and budget percent completion;
- Separate line item for disbursements; and
- Applicable taxes shown as a separate line item.

Payment term is Net (30) days from receipt of an accurate invoice. Electronic Funds Transfer (EFT) is the preferred method of payment. EFT is a direct deposit into the Consultant’s bank account.

The City reserves the right to reject and/or return invoices containing discrepancies for correction and/or re-invoicing without penalty.

No payment for extras shall be made by the City, unless the City’s designated project manager authorizes such extras.

### 3.9 Business License

At its own expense, the Successful Proponent shall obtain and maintain a current City of Nanaimo or Inter-Community Business License for the duration of the Agreement term.

### 3.10 Licenses and Permits

The Successful Proponent will provide and pay for all licenses and permits required to carry out the work.
3.11 **Laws of British Columbia**

Any Agreement resulting from this RFP will be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

3.12 **Damage and Defects**

The Successful Proponent shall use due care so that no persons are injured, or no property damaged or lost in providing the Work. The Successful Proponent shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Work or caused in any other manner whatsoever by the Successful Proponent or its employees. The Successful Proponent shall rectify any loss or damage for which, in the opinion of the City, the Successful Proponent is responsible, at no charge to the City and to the satisfaction of the City.

Alternatively, the City may repair the loss or damage and the Successful Proponent shall pay to the City the costs of repairing the loss or damage upon demand from the City. Where, in the opinion of the City, it is not practical or evaluation to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Successful Proponent.

3.13 **Assignment Sub-Contracting of Agreement**

The Successful Proponent shall not assign or Sub-Contract its obligations under the Agreement, if any, in whole or in part, without prior written approval of the City’s designated project manager.

3.14 **Termination of Agreement**

The City reserves the right, at its sole discretion, to terminate the Agreement, in whole or in part, if the Successful Proponent receives three (3) written notices for any one or more of the following reasons:

a. Failure to deliver the promised goods and or services at the required time and location; or

b. Failure to provide qualified personnel to provide the or perform the goods and or services; or

c. Failure to provide satisfactory Work; or
d. Failure to meet the City’s standard of expected and agreed level of Services and performance; or 

e. Performing unsafe acts while on City property that could pose a threat to the safety of the City Staff or Public; or 

f. Safety infractions; or 

g. Places unknown personnel, Sub-Consultants or assignment of the Services to others; or 

h. Is found to be in default or arrears standing at WorkSafe BC; or 

i. Failure to provide the necessary insurance or if the required insurance lapses; expired insurance (CGL or Auto); or 

j. Expired business license; or 

k. Any other reason considered appropriate, at the sole discretion of the City.

Upon termination of the Agreement, the City will be under no further obligation to the Successful Proponent, except to pay any outstanding amounts that the Successful Proponent may be entitled to receive up to the date of termination. Such termination will not result in any penalty to the City.

3.15 Cancellation

The Agreement may be cancelled by either party for any reason without cause or penalty upon thirty (30) calendar day’s written notice, or as mutually agreeable.

3.16 Force Majeure

Neither party will be liable for any failure or delay to perform that party’s obligations resulting from any cause beyond that party’s reasonable control. This will include but not be limited to fires, explosions, floods, strikes, Work stoppages, slowdowns, or other industrial disputes, accidents, riots or civil disturbances, acts of civil or military authorities.

3.17 Gifts and Donations

The Successful Proponent will ensure that no representative of the Successful Proponent will offer or extend any entertainment, gift, gratuity, discount, or special service, regardless of value, to any employee of the City. The Successful Proponent will report any attempt by any employee of The City to obtain such favours to the City of Nanaimo’s Chief Administrative Officer or designate.
3.18 Proponent Performance

The Successful Proponent will be evaluated on their performance throughout the term of this Agreement. Suppliers achieving a less than satisfactory rating under the evaluation will be notified and required to create and implement a corrective action plan that addresses any shortfall in the Supplier’s performance. If the Supplier fails to create or implement the corrective action plan or if the Supplier’s performance level does not improve The City may take further action including but not limited to cancelling the Agreement and/or suspension of the Supplier from future bidding opportunities.

3.19 Dispute Resolution

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising from the Agreement; using the dispute resolution procedures set out in this section or otherwise agreeable.

a. Negotiation: The parties will make reasonable efforts to resolve any Disputes by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

b. Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within (30) days, either party may by notice to the other party refer the matter to mediation. Within (7) days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Nanaimo, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

c. Litigation: If within (90) days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

3.20 Independent Consultant

The Consultant, its sub-Consultants, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant and Sub-Consultants are not, nor are they to be deemed to be partners, appointees, employees or agents of the City.
3.21 Sub-Consultants

Where there are Sub-Consultants to be employed throughout the term of this Agreement, if any, then:

a. The Consultant will bind all approved Sub-Consultants to the terms of the Agreement, as applicable to the Sub-Consultants Work.

b. The Consultant will preserve and protect the rights of the City with respect to any Work performed under Sub-Contract and incorporate the terms and conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement.

c. The Consultant shall require each of its Sub-Consultants to provide comparable insurance to that set forth herein.

d. The Sub-Consultant must comply with all conditions and safety regulations of WorkSafe BC, must be in good standing, and must maintain this standing throughout the term of the Contract.

e. All Sub-Consultant(s) are the responsibility of the Consultant.

f. The Consultant will be as fully responsible to the City for acts and omissions of Sub-Consultants and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Consultant.

3.22 Time is of the Essence

The Proponent acknowledges that time is of the essence with respect to the Work requirements contained herein.
Section 4.0 Evaluation and Selection Process

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

4.1 Proposal Eligibility and Mandatory Submission Requirements

In order for Proposals to be eligible, they **MUST** meet the following mandatory requirements:

a. The Proposal **MUST** be submitted at or before the stipulated Established Closing Date and Time at the Closing Location;

b. Proponent’s Information Form, Section 6.0 **MUST** be completed and **MUST** be signed by a person authorized to legally bind the Proponent to statements made in response to this RFP and **MUST** be included with the Proposal submission; and

c. All addendums issued and posted by the City **MUST** be signed by a person authorized to legally bind the Proponent to statements made in response to this RFP, and **MUST** be included with the Proposal submission.

**PROPOSALS NOT IN COMPLIANCE WITH THESE THREE MANDATORY REQUIREMENTS WILL NOT BE CONSIDERED.**

4.2 Evaluation Criteria

The following criteria identify the key components on which Proposals to this RFP will be evaluated.

<table>
<thead>
<tr>
<th>Item</th>
<th>Evaluation Criteria</th>
<th>Point Value</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Company Experience, Understanding of Project</td>
<td>35</td>
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<tr>
<td>2.</td>
<td>Project Team Qualifications and Experience</td>
<td>25</td>
</tr>
<tr>
<td>3.</td>
<td>Project Approach and Methodology</td>
<td>20</td>
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<tr>
<td>4.</td>
<td>Schedule and Capacity</td>
<td>15</td>
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<tr>
<td>5.</td>
<td>Proposed Fee</td>
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<td>TOTAL</td>
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4.3 Proposal Content

It is important that Proposals clearly provide all the necessary information as outlined below.

In the case, that contradictory information or information that contains conditional statements is provided with respect to a requirement, the City will, in its sole and absolute discretion,
determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory information may result in the Proposal receiving a low score for that particular rated requirement.

Proposals that do not respond to a particular rated requirement, are left blank or contain a response of, n/a or not applicable, will receive a zero (0) point score for that requirement. Where the evaluation team cannot reasonably find responses to a rated requirement, a zero (0) point score will be assessed for that rated requirement.

The submission to each of the rated requirements should:

1. Be complete (bullet point format is acceptable);
2. Be concise and factual; and
3. Demonstrate the Proponent’s understanding of the City’s business needs by providing answers validating its capabilities.

4.3.1 Company Experience, Understanding of Project (35 Points)

a. Provide an executive summary that provides an introduction of the Proponent’s company and relevant experience as it relates to the project requirements.

b. Demonstrate and summarize your understanding of the project requirements in your own words by summarizing the requirements, identifying important aspects and needs, and key aspects to be considered for successful project delivery.

c. Provide up to three (3) Agreements / Contracts of similar or greater magnitude and have been successfully completed within the past three (3) years. Include a reference for each project including name and contact information. References may be contacted and their response may be used to form part of the evaluation score.

4.3.2 Project Team Qualifications and Experience (25 Points)

a. Provide a project organization chart, which is project specific, identifies project team, any sub-consultants. Clearly delineate project responsibilities from corporate roles.

b. Briefly outline each team member’s role and their qualifications, their availability and capacity to undertake this project. Include resumes (maximum two pages) of each team member as an appendix. This extends to any sub-consultants. Specifically identify the level of experience in Dam Breach Analysis and Flood Inundation Mapping.

c. Provide a listing of work, similar in size and scope to this project, that members of your project team have carried out in the last five (5) years. Include project name, location and
description, client name, scope of services provided and schedule completion dates. Highlight projects where prime consultants and sub-consultants and key personnel have successfully worked together.

4.3.3 Project Approach and Methodology (20 Points)

a. Provide clear and concise information on the Proponents approach and methodology on how the Proponent will work with the City to deliver the required services and arrive at solutions that best meet the City’s requirements.

b. Provide a table which expands the scope of work into a series of potential tasks or work activities and provide a written narrative that clearly describes the services that will be provided and a written summary describing how the Proponents work plan will address the potential tasks or work activities.

c. Develop a schedule to clearly define level of effort by providing person hour estimates for each of the work activities and tasks. This includes any sub-consultants. Do not include any financial costs in this section.

d. Identify deliverables associated with each activity/tasks.

e. Describe your plans for Project Management and Control and Quality Assurance and Quality Control process for this project.

4.3.4 Schedule and Capacity (15 Points)

a. Provide a list of specific project activities and tasks in relation to the Project Approach Activities identified in (4.3.3). Assume the start date of the project is October 15, 2019.

b. Provide a bar chart schedule which identifies those project activities and tasks and the duration of each activity and task.

c. The schedule should include milestones noted in the RFP and identify submission of key project deliverables and sufficient detail for the evaluation team to assess the reasonable ability of the Proponent achieving the results in the time stated.

4.3.5 Proposed Fee (5 Points)

Where priced proposals are requested, include all costs to complete the scope of work.

a. Provide a detailed breakdown of Work plan tasks and activities and associated fees/rates, disbursements, travel, accommodations, disbursements from your Project Approach and Activity Schedules.

b. All hourly rates shall be inclusive of all salary costs, meals, travel time, professional fees, general overhead expenses and all costs incurred to perform the services and work.
c. All Fees are in Canadian dollars and includes all duties and taxes, including Provincial Sales Tax (PST) with the exception of Goods and Services Tax (GST), which shall be shown separately.

4.4 Evaluation of Proposals

Proposals will be evaluated on a category basis as follows:

Stage 1 – Proposal Eligibility

The City will examine all Proposals that meet the eligibility requirements as set out herein.

Stage 2 – Weighted Evaluation

The City will evaluate the eligible Proposals based on the Evaluation Criteria in 4.3 using a weighted evaluation scoring method. Proposals will be evaluated using a scoring scale of 1-5 with the resulting score then multiplied by the pre-determined weighted evaluation value for each particular criterion. The weighted score for each item will be added together to arrive at an aggregate (total) score for the evaluation and ranking for all Proposals. The City will assign scores at the sole discretion of the City.

Where priced Proposals are required, the following equation will be used to allocate the points. The lowest proposed price will receive the full value of the allocated points. Each additional Proponent will receive a percentage of the total possible points by dividing the proposed price into the lowest price. i.e. lowest proposed price is $10.00 from Proponent A and the allocated points for pricing is 10 points. Proponent A receives 10 points. Proponent B submits a proposed price of $12.00. Proponent B receives 8 points ($10.00/$12.00*10=8)

Stage 3 – Proposal Clarification

The City may at their sole discretion, invite one or more Proponents for an interview, presentation or request further clarification to address any questions or clarifications relating to Proposals. Proponents will be responsible for any costs associated with the preparation for, and attendance at, the interview, to take place at a specified location within the City. An interview can be by a format selected by the City (i.e. in-person, phone, conference call, or other.)

The City may conduct credit and reference checks as part of the evaluation process, and may request additional financial information from any Proponent, at The City’s sole discretion.
Stage 4 – Re-evaluation and Adjusted Scores

The City may, if necessary, re-evaluate and assign adjusted scores to the previously determined scores of the Proponents invited for an interview based on the new or updated information received.

4.5 Conflict of Interest

Proponents are to include a statement in their Proposal indicating whether or not the firm or any individuals proposed to work on the Agreement has a possible conflict of interest, and, if so, the nature of that conflict. The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the project to be developed by the awarded Proponent. The City’s determination regarding any questions of conflict of interest shall be final.

4.6 Proposed Consulting Agreement – Appendix A

Proponents need to identify any specific provisions contained in this RFP and the attached Proposed Consulting Agreement with which it is unwilling or unable to comply. Proposed changes are subject to City review and approval and may not be accepted in whole or in part.
Section 5.0 Scope of Services and Requirements

5.1 Introduction

The City of Nanaimo provides drinking water to approximately 100,000 customers and maintains and owns two "Very High" rated water supply dams, Jump Creek and South Fork Dams. Through discussions with BC Dam regulatory officials it has been determined that a dam breach analysis of South Fork and Jump Creek Dams should also include Fourth Lake Dam, owned and operated by Harmac Pacific and the entire Nanaimo River Watershed. Therefore, the objective of this project is to update and conduct a dam breach assessment and prepare inundation mapping for three (3) major dams within the Nanaimo River watershed.

Due to the close proximity of the dams to one another within the watershed, and shared purpose of impounding three (3) reservoirs, the dam breach assessment and inundation mapping will include identifying and analyzing cascading effects of various dam breach scenarios and how this affects inundation extents downstream of the dams.

The dam breach assessment involves determining the ultimate discharge from a simulated breach of the dam(s). The outcome of the dam breach analysis is a flood peak immediately downstream of the dam. For assessment of inundation consequences, maps are required for delineating the area flooded in the event of a dam breach. For emergency planning and risk management decision-making, the maps also need to show representation of flood peak arrival time, depth of flow, velocity of flow, and significant infrastructure such as roads and buildings.

In accordance with the 2011 BC Dam Safety Regulations the City is responsible, under Provincial legislation, to provide advanced warning and notification of potential and actual dam failure to downstream persons at risk.

The current Hydrology Studies, Dam Assessment and Inundation Mapping include:

- Jump Creek and South Fork Dams Hydrology Studies and Inundation Mapping - prepared by Klohn Leonoff in 1990.
- Jump Creek Dam, Probable Maximum Flood – prepared by Charles Howard & Associates Ltd. in 1997
- South Fork II Dam Preliminary Engineering, Screening Study Report – prepared by MWH (Stantec) in 2012.
- Fourth Lake Dam Hydrology, Dam Breach Inundation and Downstream Consequence Assessment - prepared by Kaya Consulting Ltd. in 2013.
- In 2018 using Google imagery and TRIM Mapping, a high-level rudimentary check was performed by City staff on the populations at risk should the Jump Creek and South Fork Dams fail.
The inundation flood area, approximately 22 km² downstream of the South Fork Dam, directly and indirectly impacts the following properties and structures located in the Snuneymuxw First Nation, City of Nanaimo and the Regional District of Nanaimo:

- Nanaimo Airport
- Duke Point Highway
- BC Ferries
- Trans Canada Highway Nanaimo River Bridge
- Cedar Community Secondary School

5.2 Background
Jump Creek and South Fork Dams are located approximately 20 - 30 kilometers southwest of the City of Nanaimo on Vancouver Island. Jump Creek Dam is located on Jump Creek while South Fork Dam is located on South Nanaimo River. These two dams are within the 216 km² South Nanaimo Watershed basin which hold 17 million cubic meters of water for drinking purposes. Jump Creek Dam is located 10 kilometers upstream of South Fork Dam and consists of a two-zoned earthfill embankment built in 1974 with a top water level of 374.6m geodetic. It has a catchment area of approximately 52 km² and provides live storage up to 17 million cubic meters of water. The main dam has a crest length of 485m and a maximum height of about 25m. The auxiliary dam has a crest length of about 155m and a height of about 4m. The water is released from the upper reservoir at Jump Creek Dam to feed the lower reservoir at South Fork Dam.

The South Fork Dam is a 30m high concrete arch dam built in 1930 with a top water elevation of 247.6m, about 4 km upstream of the confluence with the Nanaimo River. It has an overall height of about 34m from the base of the foundation with a crest length of about 65.5m, of which the central 50.5m is an aerated overflow weir. The reservoir impounds approximately 2 million cubic meters of water and is normally kept full to maintain maximum head on the supply system and does not provide live storage. From the South Fork reservoir, raw water enters a piped system that supplies a population of over 100,000 for the City of Nanaimo, Snuneymuxw First Nation, Southwest Extension Improvement District, and is the emergency supply for the District of Lantzville.

Fourth Lake Dam is located 35 kilometers west of the City of Nanaimo on Jadie Creek at the headworks of the Nanaimo River. The dam is a concrete faced rockfill dam constructed in the early 1950’s, impounding 38 million cubic meters of water. It is currently operated by the Nanaimo Forest Products, Harmac Pulp (Harmac Pacific) to provide plant water during dry weather periods.
The total catchment area of the Nanaimo watershed is approximately 684 km². Approximately 22 kilometers downstream of the South Fork Dam is the start of the major impacted flood inundation area ranging from the South Nanaimo Trans-Canada Highway Bridge to the mouth of the South Nanaimo River (see attached Map of Proposed Project). The potential inundation area consists of a mixture of residential, multi-family, industrial, institutional and agricultural zoned properties that encompasses approximately 2,200 Hectares with a residing and visiting population of over 600 people.

5.3 Project Goals
Updated flood inundation mapping with current Census Data, climate change impacts of higher intensity precipitation patterns, and sea level rise will be complied and added to the City's Geographic Information System Mapping. This will provide useful at hand information for future land use planning, by-law development, dam classification ratings and develop strategies to mitigate and prepare for flood evacuations / notifications.

The following are the specific resiliency strategies that will be undertaken as part of the project:

- Upload and prepare LiDAR mapping to create accurate topography base maps in accordance with specifications and standards for the Province of British Columbia.
- Incorporate the data collected from the City of Nanaimo's recently completed Sea Level Rise Study.
- Review and determine current and future rainfall intensity, duration and frequency patterns and incorporate them into the stormwater flood model.
- Preparation of current stormwater flood modelling and dam breach modelling in accordance with BC Dam safety guidelines and practices.
- Compare historical 200 year provincial flood mapping and dam breach mapping.
- Incorporate current Census data into the flood inundation model to determine actual populations at risk.
- Identify future and visiting population in the flood inundation area.
- Preparation of the City's internal geospatial and metadata for ongoing Emergency Preparedness and updates to its Emergency Plans.
- Stakeholder consultation with Emergency Management staff from the City and Province, Snuneymuxw First Nation and the Regional District of Nanaimo.
• Development of a resiliency strategy for the populations at risk; response strategy and education program for effected residents.
• Council adoption: incorporate study recommendations and findings.
• Include and report updated Flood Inundation Map to the next Dam Safety review.

5.4 Scope of Work
The City of Nanaimo is seeking a qualified engineering consultant (Consultant) to conduct a dam breach assessment and inundation mapping study for Jump Creek Dam, South Fork Dam and Fourth Lake Dam in the Nanaimo River Watershed. The City also wishes to include a dam breach assessment and inundation mapping study scenario of a future dam expansion located at Jump Creek that would impound an additional 28 million cubic meters. Each study will be completed utilizing the Canadian Dam Association (CDA) 2013 Guidelines, B.C. FLNRO guidelines, Flood Mapping in BC APEGBC Professional Practice Guidelines V1.0 and best practices from International Commission on Large Dams (ICOLD). The purpose of this study is to:

• Define and assess a multi-scenario dam breach analysis for each of the three dams, including a scenario for the future dam and prepare as high resolution inundation maps as possible utilizing current best practices, available topographic and bathymetry data, and industry standard hydraulic modelling tools;
• Update dam breach models and spillway models;
• Assess the consequence classification of each of the three dams;
• Identify and quantify risk to downstream population, environment, and economy; and
• Identify and assess possible future risk mitigation measures, including prioritization and high-level cost estimates, to lower risk to a level that is considered as low as reasonably practical (ALARP). Risk mitigation measures will include recommendations for capital works, dam emergency planning, evacuation route planning, potential early warning systems, public awareness strategies, or others.
The City of Nanaimo requests that Consultants provide within their proposal a proposed methodology, level of effort, proposed budget, and schedule with consideration of the following list of anticipated major tasks:

1. **Project Management**
   a. Coordinate quality control processes prior to submissions to ensure highest possible quality of deliverables;
   b. Project initiation meetings, update meetings, and meetings to deliver draft and final reports;
   c. Prepare project delivery schedule, and update as required; and
   d. Prepare monthly invoices and project progress reports, including updates on completion of tasks, deliverables, schedule milestones and updated project schedule, budget, and any concerns with progress.

2. **Review Background Data**
   a. Review available City of Nanaimo and consultant studies (PMP/PMF, Inflow design flood, dam breach, dam safety review etc.);
   b. Conduct gap analysis and request additional information if necessary; and
   c. Review available data (e.g. LiDAR data) required to complete the project and identify gaps (if any).

3. **Dam Breach and Spillway Analysis**
   a. State all assumptions and limitations;
   b. Complete an industry standard dam breach analysis, following all relevant 2013 CDA Guidelines and Technical Bulletins;
   c. Utilize the industry standard software packages for a 1-D or 2-D hydraulic analysis. Examples include HEC-RAS, MIKE FLOOD, MIKE 21, and Telemac-2D.
   d. Include all relevant scenarios, including “sunny day” scenario, “flood-induced” scenario using recent inflow design flood information, and assess the effect on dam breach and inundation results of cascading projects and global effects;
e. Determine breach locations and parameters;
f. Complete sensitivity analysis for all important breach parameters; and
g. Calculate the discharge hydrograph using hydrodynamic flow modelling methods that correspond to the consequence classification of the dam.

4. Inundation Mapping

   a. Develop high resolution maps for each “sunny day” and “flood-induced” failure scenario, as well as any combinations of dam failures that would be required for emergency planning (e.g. cascade failures) in comparison to 200 Year Return Flood Plan Mapping.

5. Site Visits

   a. Attend the site to validate the base mapping exercises and collect data relevant to dam breach and inundation mapping.

6. Consequence Classification

   a. Review the current consequence classification for each dam spillway and determine whether or not the consequence classification should be revised, based on results of steps 3 and 4 above.

7. Structural and Non-Structural Mitigation Measures

   a. Identify and provide details of options for structural mitigation measures, such as flood protection berms, dam spillway improvements, early warning systems, etc.;

   b. Identify and provide details of options for non-structural mitigation measures (i.e. emergency planning and procedures, evacuation planning, ways to build dam safety awareness, or others, etc.); and

   c. Determine preferred evacuation route and prepare an annotated map(s).

8. Options Evaluation, Prioritization and Cost Estimates

   a. Evaluate the options from item 7 above using multi-criteria assessment and recommend prioritized list of improvements in consultation with the City of Nanaimo,
taking into account the construction of the proposed new dam (South Fork II) at Jump Creek reservoir impounding an additional 28 million cubic meters, through an iterative process; and

b. Provide a cost basis and high-level cost estimate for implementing the mitigation measures. Include the capital costs, operational costs, and lifecycle analysis.

9. Reporting

a. Prepare a technical report that:
   i. Documents clearly all assumptions, limitations, analysis results, conclusions and recommendations;
   ii. Documents the detailed methodology used to complete each of the tasks listed above;
   iii. Includes overview and detailed maps showing results of the inundation mapping (extents with depth, velocity, etc.), evacuation planning, and risk reduction measures; and iv. Provides details of the proposed risk reduction measures, basis of cost estimates and results, and methodology and results of multi-criteria assessment and prioritized list of recommended next steps.

b. Prepare a presentation to for all prime stakeholders, and provide the slides and content to the City of Nanaimo for review prior to the presentation.

10. Engagement & Collaboration

As a result of higher intensity rainfall events and the consequence of dam breach, the South Nanaimo River has a potential risk of flooding which would affect many stakeholders. The majority stakeholders (local, regional and provincial government) have authority and responsibilities including the Snuneymuxw First Nation, to ensure public safety. As a result, all stakeholders, local First Nations and government will need to be involved and cooperate to ensure a clear understanding of impacts, risks, mitigation efforts, emergency plans and the completion of resilient flood mitigation plan.

Currently it is not fully known the extent of stakeholder engagement and commitment until initial outreach and engagement has determined each
stakeholder’s level of responsibility and needs. The following is a list of proposed prime Stakeholders and First Nations that will be engaged through the project and the potential level of engagement and commitment expected:

- Snuneymuxw First Nation - Landowner / Population at risk / Project input and review
- Regional District of Nanaimo - Jurisdiction / Landowner / Project input and review
- BC Dam Safety - Review and Governing Authority

Other input and collaboration may involve the following secondary stakeholders:

- Nanaimo Airport Authority - Landowner / Service / Project input and review
- BC Ferries - Public Service / review
- Ministry of Transportation and Infrastructure - Public Service / Owner / review / info.
- School District 68 Nanaimo-Ladysmith - Owner / Public Facility and Service / review
- BC Emergency Management - Resource / Review and Input Authority
- Nanaimo Port Authority - Project Review and Input
- Ministry of Environment - Resource / Project Review and Input
- Cowichan Valley Regional District - Jurisdiction / Landowner / Project input and review
- Local Community Groups / Neighbourhood Associations - Landowner / Project Review
- Local Business Associations - Landowner / Project Review
- Harmac Pacific

Provide cost estimates and timing of projects.

- Develop High Level Class D cost estimates for all recommended mitigation measures.
- Suggest phasing/sequencing for improvements with respect to flood mitigation and emergency preparedness.
5.5 **Deliverables**

The following deliverables will be prepared by the Consultant:

Inundation maps including orthographic imagery, and lineworks compatible with AutoCad and ArcGIS software. Electronic copies of the lineworks files and imagery are to be submitted for file.

Prepare and submit a draft technical report at the 75% and 90% complete stages. Allow 2 weeks for City to provide review comments at each review stage;

Prepare and deliver in person a presentation with high level results of the project, to be submitted at the final draft stage of the project.

Prepare a final report, and submit four (4) hard-copies and one electronic copy including.


5.6 **Project Documents**

The City will receive the project documents as follows:

- Draft Reports for review by City Staff
  - Four copies
- Final Report
  - Five bound copies
  - Digital file of the most current version of the report and maps in unlocked Adobe format.
  - Digital copy of the report tables in excel format.
  - Digital file of the maps in ArcGIS format or shapefiles.
  - Digital electronic copy of hydraulic modelling files, scenario(s), and output files.

The consultant will be responsible for preparation of 50% completion documents as well as any materials such as sketches or other material as required for process reviews.
5.7 Support Information

The City will provide the following information to the consultants awarded the project.

- Past Reports
- Copy of as-constructed drawings available showing City utilities within the project areas as required.
- Digital mapping files containing legals, shorelines, roads, storm drainage, sanitary sewer and water distribution and supply utilities.
- 2016 ortho photos of catchment with LiDAR & contour information

The digital mapping files, ortho photos and LiDAR data are also available for download from the City of Nanaimo Data Portal:

https://www.nanaimo.ca/open-data-catalogue
Location Map - Next one (1) page
Location Map:
Fourth Lake Dam, Jump Creek Dam and South Fork Dam – Nanaimo, British Columbia
Section 6.0 Proponent’s Information Form

Proponents must complete this form and include with the Proposal Submission.

Please ensure all information is in ink and legible.

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<tr>
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<td>Email address</td>
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Proponent: ____________________________     Date ___________________

Signature: __________________________________________________________________________

**Note:** All forms that require a signature must be signed by a person authorized to legally bind the Proponent to statements made in response to this RFP.

The Proponent hereby acknowledges that:

1. it understands and agrees with the RFP process as described in this RFP; and, in addition; and
2. verifies the information included in the Proposal is correct, and it has thoroughly reviewed, and has complied with the documents making up their Proposal, including all specifications.
CITY OF NANAIMO

Consulting Agreement

for

Dam Breach Assessment and Inundation Mapping

With

[Successful Proponent]

Agreement Number: 2433
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SCHEDULE A – SERVICES

SCHEDULE B – FEES AND EXPENSES

SCHEDULE C – CONSULTANT PROPOSAL
THIS AGREEMENT is dated for reference the _____ of ___________________, 2019

BETWEEN:

(the “Consultant”)

AND:

City of Nanaimo
455 Wallace Street
Nanaimo, British Columbia   V9R 5J6

(the “City”)

The City wishes to retain the Consultant to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Consultant has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the City and the Consultant agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

(a) “Business Day” means a day, other than a Saturday or Sunday, on which City government offices are open for normal business in British Columbia;
(b) “Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Consultant or a Sub-Consultant;
(c) “Material” means the Produced Material and the Received Material;
(d) “Produced Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Consultant or a Sub-Consultant and includes the Incorporated Material;
(e) “Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Consultant or a Sub-Consultant from the City or any other person;
(f) “Services” means the services described in Schedule A;
(g) “Term” means the term of the Agreement described in Schedule A subject to that term ending earlier in accordance with this Agreement.
Meaning of “record”

1.2 The definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Consultant must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Consultant must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Consultant must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Consultant’s obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Consultant must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Consultant must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by City

2.6 The City may from time to time give the Consultant reasonable instructions (in writing or otherwise) as to the performance of the Services. The Consultant must comply with those instructions but, unless otherwise specified in this Agreement, the Consultant may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions
2.7 If the City provides an instruction under section 2.6 other than in writing, the Consultant may request that the instruction be confirmed by the City in writing, which request the City must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Consultant from complying with the instruction at the time the instruction was given.

Applicable laws

2.9 In the performance of the Consultant’s obligations under this Agreement, the Consultant must comply with all applicable laws.

3 PAYMENT

Fees and expenses

3.1 If the Consultant complies with this Agreement, then the City must pay to the Consultant at the times and on the conditions set out in Schedule B:
   (a) the fees described in that Schedule;
   (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the City’s opinion, are necessarily incurred by the Consultant in providing the Services; and
   (c) any applicable taxes payable by the City under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

   The City is not obliged to pay to the Consultant more than the “Maximum Amount” specified in Schedule B on the account of fees and expenses.

Statements of accounts

3.2 In order to obtain payment of any fees and expenses under this Agreement, the Consultant must submit to the City a written statement of account in a form satisfactory to the City upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

3.3 Without limiting section 9.1, the City may withhold from any payment due to the Consultant an amount sufficient to indemnify, in whole or in part, the City and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the City to the Consultant upon the basis for withholding the amount having been fully resolved to the satisfaction of the City.
3.4 The City’s obligation to pay money to the Consultant is subject to the Financial Administration Act, which makes that obligation subject to an appropriation being available in the fiscal year of the City during which payment becomes due.

Currency

3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

3.6 If the Consultant is not a resident in Canada, the Consultant acknowledges that the City may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Consultant’s behalf.

Prohibition against committing money

3.7 Without limiting section 13.10(a), the Consultant must not in relation to performing the Consultant’s obligations under this Agreement commit or purport to commit the City to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

3.8 The Consultant must:

(a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, City or other tax or duty imposed on the Consultant as a result of this Agreement that the City has paid or reimbursed to the Consultant or agreed to pay or reimburse to the Consultant under this Agreement; and

(b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the City.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Consultant represents and warrants to the City as follows:

(a) except to the extent the Consultant has previously disclosed otherwise in writing to the City,

(i) all information, statements, documents and reports furnished or submitted by the Consultant to the City in connection with this Agreement (including as part of any
competitive process resulting in this Agreement being entered into) are in all material respects true and correct,

(ii) the Consultant has sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual agreements in place and available to enable the Consultant to fully perform the Services, and

(iii) the Consultant holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Consultant’s obligations under this Agreement; and

(b) if the Consultant is not an individual,

(i) the Consultant has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Consultant, and

(ii) this Agreement has been legally and properly executed by, or on behalf of, the Consultant and is legally binding upon and enforceable against the Consultant in accordance with its terms. Except as bankruptcy, insolvency or other laws affecting the rights of creditors generally may limit enforcement and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Consultant must comply with the Province of British Columbia’s Freedom of Information and Protection of Privacy Act.

Security

5.2 The Consultant must:

(a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and

Confidentiality

5.3 The Consultant must treat as confidential all information in the Material and all other information accessed or obtained by the Consultant or a Sub-Consultant (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the City’s prior written consent except:

(a) as required to perform the Consultant’s obligations under this Agreement or to comply with applicable laws;

(b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or

(c) if it is information in any Incorporated Material.
Public announcements

5.4 Any public announcement relating to this Agreement will be arranged by the City and, if such consultation is reasonably practicable, after consultation with the Consultant.

Restrictions on promotion

5.5 The Consultant must not, without the prior written approval of the City, refer for promotional purposes to the City being a customer of the Consultant or the City having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

6.1 If the Consultant receives a request for access to any of the Material from a person other than the City, and this Agreement does not require or authorize the Consultant to provide that access, the Consultant must promptly advise the person to make the request to the City.

Ownership and delivery of Material

6.2 The City exclusively owns all property rights in the Material which are not intellectual property rights. The Consultant must deliver any Material to the City immediately upon the City’s request.

Matters respecting intellectual property

6.3 The City exclusively owns all intellectual property rights, including copyright, in:
(a) Received Material that the Consultant receives from the City; and
(b) Produced Material, other than any Incorporated Material.

Upon the City’s request, the Consultant must deliver to the City documents satisfactory to the City that irrevocably waive in the City’s favour any moral rights which the Consultant (or employees of the Consultant) or a Sub-Consultant (or employees of a Sub-Consultant) may have in the Produced Material and that confirm the vesting in the City of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Consultant grants to the City:
(a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
(b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

7 RECORDS AND REPORTS

Work reporting

7.1 Upon the City’s request, the Consultant must fully inform the City of all work done by the Consultant or a Sub-Consultant in connection with providing the Services.

Time and expense records

7.2 If Schedule B provides for the Consultant to be paid fees at a daily or hourly rate or for the Consultant to be paid or reimbursed for expenses, the Consultant must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the City. Unless otherwise specified in this Agreement, the Consultant must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

8.1 In addition to any other rights of inspection the City may have under statute or otherwise, the City may at any reasonable time and on reasonable notice to the Consultant, enter on the Consultant’s premises to inspect. In addition, at the City’s discretion, copy any of the Material and the Consultant must permit, and provide reasonable assistance to, the exercise by the City of the City’s rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

9.1 The Consultant agrees to indemnify, defend and save harmless the City, including and without limitation, to its Council Members, agents, servants and employees. This will be from and against all suits, claims, demands, losses, damages, expenses and costs made against or incurred, suffered or sustained by the City at any time or times (either before or after the expiration or termination of this Agreement). Where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Consultant or by any servant, employee, officers, director or Sub-Consultant, the Consultant pursuant to the Agreement excepting always liability out of the independent acts of the City.
Insurance

9.2 The Consultant must provide their own insurance to protect their interests as they see fit and insurance as per SCHEDULE B.

Workers compensation

9.3 Without limiting the generality of section 2.9, the Consultant must comply with, and must ensure that any Sub-Consultants comply with, all applicable occupational health and safety laws in relation to the performance of the Consultant’s obligations under this Agreement, including the Workers Compensation Act in British Columbia or similar laws in other jurisdictions.

Personal optional protection

9.4 The Consultant must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Consultant’s expense if:

(a) the Consultant is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the Workers Compensation Act or similar laws in other jurisdictions; and

(b) such personal optional protection insurance is available for the Consultant from WorkSafeBC or other sources.

Evidence of coverage

9.5 Within 10 Business Days of being requested to do so by the City, the Consultant must provide the City with evidence of the Consultant’s compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

(a) “Event of Force Majeure” means one of the following events:

(i) a natural disaster, fire, flood, storm, epidemic or power failure,

(ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,

(iii) a strike (including illegal work stoppage or slowdown) or lockout, or

(iv) a freight embargo

if the event prevents a party from performing the party’s obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

(b) “Affected Party” means a party prevented from performing the party’s obligations in accordance with this Agreement by an Event of Force Majeure.
Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party’s obligations under this Agreement resulting from an Event of Force Majeure. In addition, any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so, as to resume compliance with the Affected Party’s obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

(a) “Event of Default” means any of the following:
(i) an Insolvency Event,
(ii) the Consultant fails to perform any of the Consultant’s obligations under this Agreement, or
(iii) any representation or warranty made by the Consultant in this Agreement is untrue or incorrect; and

(b) “Insolvency Event” means any of the following:
(i) an order is made, a resolution is passed or a petition is filed, for the Consultant’s liquidation or winding up,
(ii) the Consultant commits an act of bankruptcy, makes an assignment for the benefit of the Consultant’s creditors or otherwise acknowledges the Consultant’s insolvency,
(iii) a bankruptcy petition is filed or presented against the Consultant or a proposal under the Bankruptcy and Insolvency Act (Canada) is made by the Consultant,
(iv) a compromise or arrangement is proposed in respect of the Consultant under the Companies’ Creditors Arrangement Act (Canada),
(v) a receiver or receiver-manager is appointed for any of the Consultant’s property, or
(vi) the Consultant ceases, in the City’s reasonable opinion, to carry on business as a going concern.
City’s options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the City may, at its option, elect to do any one or more of the following:

(a) by written notice to the Consultant, require that the Event of Default be remedied within a time period specified in the notice;

(b) pursue any remedy or take any other action available to it at law or in equity; or

(c) by written notice to the Consultant, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

11.3 No failure or delay on the part of the City to exercise its rights in relation to an Event of Default will constitute a waiver by the City of such rights.

City’s right to terminate other than for default

11.4 In addition to the City’s right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the City may terminate this Agreement for any reason by giving at least 10 days’ written notice of termination to the Consultant.

Payment consequences of termination

11.5 Unless Schedule B otherwise provides, if the City terminates this Agreement under section 11.4:

(a) the City must, within 30 days of such termination, pay to the Consultant any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the City’s satisfaction before termination of this Agreement; and

(b) the Consultant must, within 30 days of such termination, repay to the City any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the City has notified the Consultant in writing was not completed to the City’s satisfaction before termination of this Agreement.

Discharge of liability

11.6 The payment by the City of the amount described in section 11.5(a) discharges the City from all liability to make payments to the Consultant under this Agreement.
Notice in relation to Events of Default

11.7 If the Consultant becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Consultant must promptly notify the City of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Consultant proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Consultant proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

(a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
(b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
(c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the Arbitration Act.

Location of arbitration or mediation

12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Nanaimo, British Columbia.

Costs of mediation or arbitration

12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.
13 MISCELLANEOUS

Delivery of notices

13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
   (a) by email to the addressee's email address provided to the City
   (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
   (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or email address

13.2 Either party may from time to time give notice to the other party of a substitute address or email address, which from the date such notice is given, will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

13.3 The Consultant must not assign any of the Consultant’s rights under this Agreement without the City’s prior written consent.

Subcontracting

13.4 The Consultant must not subcontract any of the Consultant's obligations under this Agreement to any person without the City’s prior written consent. No subcontract, whether consented to or not, relieves the Consultant from any obligations under this Agreement. The Consultant must ensure that:
   (a) any person retained by the Consultant to perform obligations under this Agreement; and
   (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.
Survival of certain provisions

13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent Consultant

13.10 In relation to the performance of the Consultant’s obligations under this Agreement, the Consultant is an independent Consultant and not:

(a) an employee or partner of the City; or

(b) an agent of the City except as may be expressly provided for in this Agreement.

The Consultant must not act or purport to act contrary to this section.

Personnel not to be employees of City

13.11 The Consultant must not do anything that would result in personnel hired or used by the Consultant or a Sub-Consultant in relation to providing the Services being considered employees of the City.

Key Personnel

13.12 If one or more individuals are specified as “Key Personnel” of the Consultant on Schedule A, the Consultant must cause those individuals to perform the Services on the Consultant’s behalf, unless the City otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

13.13 The City must make available to the Consultant all information in the City’s possession which the City considers pertinent to the performance of the Services.
Conflict of interest

13.14 The Consultant must not provide any services to any person in circumstances which, in the City’s reasonable opinion, could give rise to a conflict of interest between the Consultant’s duties to that person and the Consultant’s duties to the City under this Agreement.

Time

13.15 Time is of the essence in this Agreement, and without limitation will remain of the essence there after modification, or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:
   (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
   (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Consultant may be required to obtain from the City or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the City or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.
Additional terms

13.20 Any additional terms set out in writing and attached herein apply to this Agreement.

Governing law

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

14 INTERPRETATION

14.1 In this Agreement:
(a) “includes” and “including” are not intended to be limiting;
(b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
(c) the Consultant and the City are referred to as “the parties” and each of them as a “party”;
(d) “attached” means attached to this Agreement when used in relation to a schedule;
(e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
(f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
(g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
(h) unless the context otherwise requires, words expressed in the singular include the plural and vice versa.
15. EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

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<th>SIGNED on the ___ day of ___________, 2019 by the Consultant (or, if not an individual, on its behalf by its authorized signatory or signatories):</th>
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<th>SIGNED on the ___ day of ___________, 2019 on behalf of the City by its duly authorized representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
</tr>
<tr>
<td>Print Name</td>
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<tr>
<td>Print Title</td>
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Schedule A – Services

PART 1. TERM:
The term of this Agreement commence on issuance of the City’s Notice to Proceed and will continue until project completion unless terminated by either party in writing prior to the end date.

PART 2. SERVICES:
Services will be in accordance with the City’s Request for Proposal 2433 including all attachments and any subsequent addenda and as per the attached Consultant proposal dated __________.

In the event any terms and conditions included in the attached Consultant proposal conflict with the terms and conditions of this agreement, the terms and conditions of this agreement will prevail.

Services commence upon notification to proceed from the City of Nanaimo designated Project Manager.

PART 3. KEY PERSONNEL:
The Key Personnel of the Consultant are as follows:

  a)
City of Nanaimo Project Manager,
Schedule B – Fees and Expenses

1. **MAXIMUM AMOUNT PAYABLE:**

   Maximum Amount: $_________ Canadian Dollars is the maximum amount which the City is obliged to pay to the Consultant for fees and expenses under this Agreement exclusive of any applicable taxes. The Consultant will notify the City if the value of the work is to exceed the fees and will not proceed further until the City approves, in writing, the overage.

2. **FEES:**

   Consultant Fees are in accordance with the attached Consultant proposal dated ________.

3. **EXPENSES:**

   All expenses not included in the attached proposal must be pre-approved by the City’s designated project manager.

4. **STATEMENTS OF ACCOUNT:**

   **Invoicing:**
   
   In order to obtain payment of any fees under this Agreement the Consultant must deliver to the City on a monthly basis, a written invoice in a form satisfactory to the City containing:
   
   (a) services rendered from and including the 1st day of a month to and including the last day of that month;
   
   (b) the Consultant’s legal name and address;
   
   (c) the date of the statement, and the Billing Period to which the statement pertains;
   
   (d) the Consultant’s calculation of all fees claimed for that Billing Period, including a declaration by the Consultant of all hours worked during the Billing Period.
   
   (e) the City of Nanaimo Purchase Order Number.
   
   (f) the Consultant’s calculation of any applicable taxes payable by the City in relation to the Services for the Billing Period;
   
   (g) any other billing information reasonably requested by the City.

5. **PAYMENTS DUE:**

   **Payments Due:** Within 30 days of the City’s receipt of the Consultant’s written statement of account delivered in accordance with this Schedule, the City must pay the Consultant the fees (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule.

6. **INSURANCE**

   The Consultant shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain throughout the Agreement term hereby granted the following insurance with insurers licensed in the Province of British Columbia and in forms and amounts acceptable to the City of Nanaimo. The policy shall include The City of Nanaimo as an additional insured in respect of all operations performed by or on behalf of the Consultant.

   **Commercial General Liability Insurance** in an amount not less than two million ($2,000,000) inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
   
   i. Include the City of Nanaimo as an additional insured;
ii. Be endorsed to provide the City of Nanaimo with (30) days advance written notice of cancellation or material change; and

iii. Include a cross liability clause.

**Professional Liability Insurance** (Errors and Omissions) coverage of a minimum of $500,000 per occurrence, $1,000,000 aggregate.

All insurance must be primary; and not require the sharing of any loss by an insurer of the City.

If the insurance policy(ies) expire before the end of the term of the Agreement, the Consultant must provide within ten (10) working days of expiration, evidence of new or renewal policy(ies) of all expired insurance in a form acceptable to the City.

The Consultant shall provide, maintain, and pay for, any additional insurance which is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this section in its sole discretion.

The Consultant shall place and maintain, or cause any of its Sub-Consultants to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

The Consultant hereby waives all rights of recourse against the City for loss or damage to the Consultant's property.

7. **BUSINESS LICENSE**

Consultants performing work for the City of Nanaimo must acquire and maintain a City of Nanaimo Business License or Inter-Community Business Licensee for the duration of the Agreement term for the duration of this agreement.
Schedule C - Consultant Proposal

for

Dam Breach Assessment and Inundation Mapping

From

[Successful Proponent]

Consultant Proposal:

 Patricia D. Days

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Pages