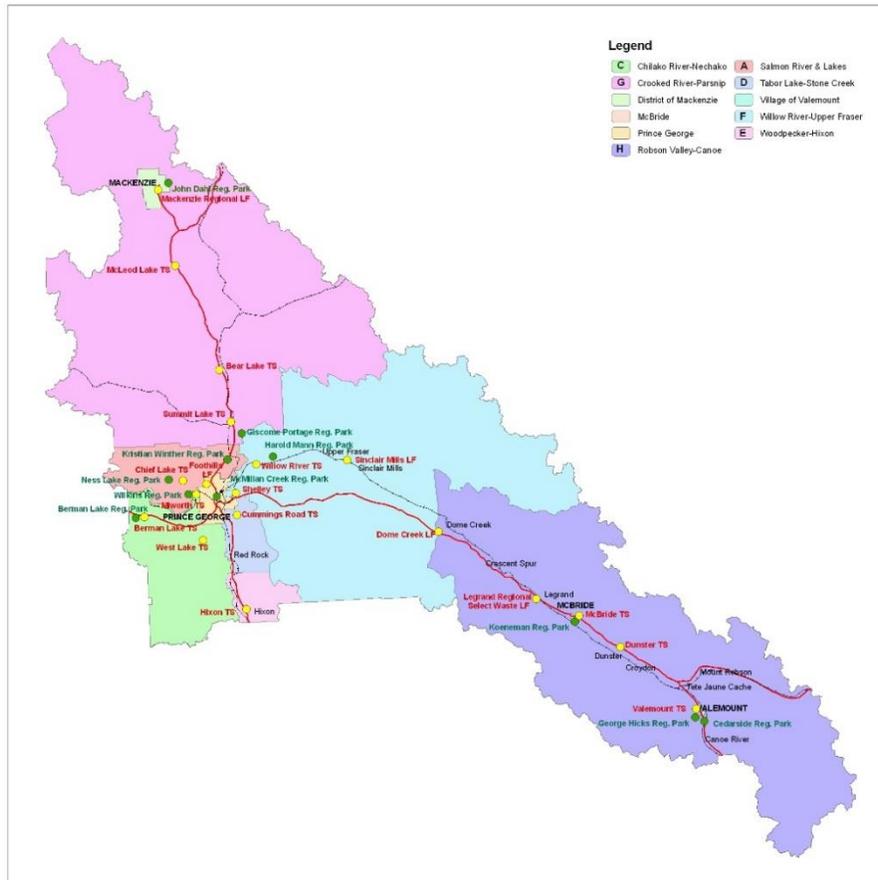




REGIONAL DISTRICT of Fraser-Fort George

Assessment of Full Service Levels for the Regional District Transfer Station Network

REQUEST FOR PROPOSALS ES-18-15



Regional District of Fraser-Fort George
155 George Street, Prince George BC V2L 1P8
Telephone 250-960-4400 / Toll Free 1-800-667-1959 / Fax 250-562-8676
<http://www.rdffg.bc.ca>

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1.0 INVITATION AND INSTRUCTIONS

The Regional District of Fraser-Fort George invites proposals from an experienced consulting firm for the preparation of an Assessment of Full Service Levels for the Regional District Transfer Station Network. A full service level assessment will evaluate the current network of transfer stations and provide recommendations to improve, consolidate or expand facilities in the Regional District's transfer station system. The consultant will produce a report that evaluates the following criteria: transfer station facility layouts, staffing requirements, infrastructure and amenity upgrades including potential capital costs, waste and recycling hauling costs and tonnages, and an evaluation of commodities accepted at each facility.

The current transfer station system is varied, with some facilities only receiving municipal solid waste, while other facilities receive a wide variety of solid waste, recycling and Extended Producer Responsibility (EPR) products.

Three (3) complete copies of your proposal must be submitted in a sealed package labeled **"RFP ES-18-15 Assessment of Full Service Levels for the Regional District Transfer Station Network"** to the General Manager of Financial Services, by 2:00 p.m. local time, January 15, 2019.

Proposals must be returned with the organization's or individual's name, full mailing address, **"RFP ES-18-15 Assessment of Full Service Levels for the Regional District Transfer Station Network"** clearly marked on the outside of a **sealed** envelope **as well as** on the outside of the Courier envelope if being sent by courier.

Request for Proposal Documents may be obtained on or after November 29, 2018:

- (a) In a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.bc.ca, or
- (b) On the BCBid® website at www.bcbid.gov.bc.ca, or
- (c) In a hard copy format from the Service Centre at, 155 George Street, Prince George, BC, between the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding Statutory holidays. The cost for each hard copy Request for Proposal package is fifty dollars (\$50) (tax included) and is non-refundable.

The lowest or any proposal will not necessarily be accepted. The Regional District of Fraser-Fort George ("Regional District") reserves the right to accept or reject any or all proposals. Proposals submitted by fax, electronically or not in original Regional District format will **NOT** be accepted. Late proposals will not be accepted and will be returned unopened to the consultant.

Proposals must be sent to:

General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George BC V2L 1P8

Questions relating to the project must be directed to:

Laura Zapotichny
Manager of Waste Diversion Programs
Regional District of Fraser-Fort George
155 George Street
Prince George BC V2L 1P8
Telephone: 250-960-4400
Fax: 250-562-8676
Email: lzapotichny@rdffg.bc.ca

Regional District's Right to Reject Proposals

The Regional District reserves the right, in its sole discretion, to waive informalities in proposals, reject any and all proposals, or accept the proposal deemed most favourable in the interests of the Regional District. Furthermore, the Regional District reserves the right to negotiate with any consultant at its discretion. The lowest, or any proposal, will not necessarily be awarded.

If a proposal contains a defect, or fails in some way to comply with the requirements of this RFP, which, in the sole discretion of the Regional District, is not material, the Regional District may waive the defect or accept the proposal.

The Regional District reserves the right to reject a proposal based on potential or perceived conflict of interest.

The Regional District reserves the discretion to reject any proposal where:

- (a) one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the consultant, is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District; or
- (b) in the case of a proposal submitted by a consultant who is an individual person, where that individual is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

By submitting a proposal, the consultant confirms that clauses a) and b) above are not applicable.

The Regional District reserves the right to reject any proposal submitted by a consultant who is, or whose principals are, at the time of the proposal, engaged in a lawsuit against the Regional District in relation to work similar to that being proposed.

The Regional District will not be responsible for any costs incurred by consultants, which result from the preparation or submission of documents pertaining to this proposal call. The accuracy and completeness of the proposal is the consultant's responsibility. Should errors be discovered, they will be corrected by the consultant at their expense.

2.0 ACKNOWLEDGEMENT LETTER

Upon receipt of these documents, a potential consultant will sign one copy of the Acknowledgement Letter and mail or fax the signed Acknowledgement Letter to the attention of Laura Zapotichny, Regional District of Fraser-Fort George.

A consultant who signs and returns the Acknowledgement Letter is not obligated to submit a Proposal.

Any consultant who does not submit the Acknowledgement Letter will not be sent any amendments or addenda and may be disqualified.

3.0 INTRODUCTION AND BACKGROUND

The Regional District of Fraser-Fort George provides local government services to approximately 94,506 people in four municipalities and seven Electoral Areas covering a geographic area of 52,000 km².

Approximately 75% of the population lives in the City of Prince George with an additional 8,000 people residing in the municipalities of Mackenzie, McBride and Valemount. The remainder resides in seven Electoral Areas. These populations are serviced by 3 Landfills and 17 Transfer Stations.

The Regional District website (www.rdffg.bc.ca) provides additional information concerning its services.

The Regional Solid Waste Management Plan (RSWMP) was approved in February 2016. As a result of implementation of the RSWMP, a Waste Diversion Implementation Strategy (WDIS) was established. Key components of the WDIS include a Construction and Demolition Waste Diversion Program, developing an EPR Policy framework for service delivery, and an Organics Diversion Program. Currently the Regional District has implemented some of the components of the WDIS including a commercial cardboard diversion program, and completed a demolition, land clearing and construction waste diversion study. In September 2018, Board gave direction to the Regional District to pursue full engagement EPR as a policy framework.

The current delivery of waste diversion services in the Regional District is a patchwork of services that is confusing to customers and results in low diversion rates. In developing criteria for full service transfer station service delivery, the following factors must be considered: duplication of service, cost recovery, hauling distances and tonnage, compatibility with existing infrastructure and the potential impact on local and provincial waste diversion goals.

4.0 PURPOSE

The Regional District intends to engage an experienced and qualified consultant to prepare an Assessment of Full Service Levels in the Regional District Transfer Station Network. The consultant will assess the transfer station system and provide recommendations to improve, consolidate or expand current facilities and commodities accepted through the transfer station network in order to achieve greater waste diversion in the Regional District.

The desired project completion date is December 31, 2019.

5.0 SCOPE OF WORK AND REQUIREMENTS

The successful consultant will provide a strategy and methodology to undertake a review of the existing Regional District transfer station network and amenities to determine what full service levels for waste collection and diversion will be at Regional District Transfer Stations.

The methodology will include a review of the solid waste and recycling services provided at regional transfer station facilities. This should include, and is not limited to, current commodities accepted, existing waste diversion programs, consultation with stakeholders and the general public, a review of present and evolving EPR Plans and their requirements for efficient delivery, and the development of recommendations to advance current waste diversion practices including operating and capital budget requirements.

At a minimum, the scope of work for this project includes:

- Information Review
- Comparison to other neighbouring rural regional districts
- Site visits to all facilities (17 Transfer Stations, 3 Landfills)
- Stakeholder meetings
- Participation in a technical advisory committee
- Three technical memos presented to the Regional District Board
- Compilation and presentation of data including presentations to the Regional District Board
- Submission of final report and presentation to the Regional District Board

5.1 Information Review

The Regional District will make the following documents available to the successful consultant.

- 2015 Regional Solid Waste Management Plan;
- Waste Diversion Implementation Strategy (August, 2016);
- 2018 Waste Characterization Study Regional District of Fraser-Fort George;
- Bylaw No. 3023 - A Bylaw for the purpose of establishing tipping fees and site regulations for municipal solid waste disposal at facilities;
- 2018 September Board Report EPR Policy Framework 3 Models.

The successful consultant will return these documents to the Regional District at the conclusion of the project.

5.2 Technical Memo 1

The first technical memo will include a comprehensive review of the Regional District's current waste collection and diversion services, including hauling tonnages and cost break down for each Transfer Station. This should also include a comparison between the Regional District of Fraser-Fort George and neighbouring regional districts and their waste diversion practices and collection systems.

5.3 Technical Memo 2

The second technical memo will include a minimum of three options for advancing waste diversion in the Regional District through the transfer station network. Currently the transfer station network does not provide the same services at all facilities. The consultant will assess:

- Current commodities collected including yard and garden waste, demolition, land clearing and construction waste, and scrap metal, and provide recommendations for the expansion or consolidation of those commodities within the transfer station network;
- Assess the EPR service full delivery model and its application to the current Regional District transfer station network;
- Duplication of services and commodities including proximity to other transfer stations and private return to retail collectors and depots;
- If consolidation of services are recommended, also provide recommendations for central hubs from which service would be the most effective and efficient;
- Infrastructure requirements, including capital costs;
- Staffing requirements;
- Mechanisms for collecting fees or implementing a swipe card system similar to the Vanway Recycling Depot and Transfer Station.

5.3 Technical Memo 3

The third technical memo will be an assessment evaluating the need to upgrade caretaker amenities at all the transfer stations with consideration given to safety standards (including WorkSafeBC requirements) as well as the impact of upgraded amenities on creating an attractive and acceptable work environment. The consultant will review the current caretaker services contracts and will provide recommendations for which transfer station facilities would require additional or updated amenities based on the commodities to be accepted at each facility. A minimum of two options are required in the assessment including:

- The Regional District provides shelters at required Transfer Stations;
- The Contractors supply shelters in their service contracts.

The Regional District requires a cost assessment to determine the most economic option for caretaker amenities including the capital costs, insurance and long term benefits, while keeping safety of the attendant and the customers using the sites a determining factor.

6.0 CONSULTATION INFORMATION

6.1 Qualifications and Experience

The consultant must include in the proposal a list of the personnel on the project team, their project role, and curriculum vitae for each member of the team. Sub-consultants, if any, must be identified. Consultants will only submit the personnel that will be assigned to the project for consideration.

The consultant must include a statement of qualifications and relevant experience in support of the proposal.

6.2 Insurance

The Consultant, without limiting its obligations or liabilities, and at its own expense, must provide and maintain throughout the Contract term, the following insurances with insurers licensed in the Province of British Columbia in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Consultant) shall be endorsed to show the Regional District as additional insured and provide the Regional District with 30 days' advance written notice of cancellation or material change. The Consultant must provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract.

- a. Commercial General Liability (CGL), written on an occurrence based form, in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Cross Liability Cover, Broad Form Products & Completed Obligations, Personal Injury, Blanket Contractual, and Cross Liability.
- b. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Consultant in an amount not less than \$2,000,000.
- c. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.

6.3 Occupational Health and Safety

The consultant will be required to comply with the *Workers Compensation Act*. The consultant will ensure that their workers are supervised and well trained.

Prior to commencing work, the successful consultant will be required to supply a copy of their Health and Safety Plan to the Regional District.

6.4 WorkSafeBC

The consultant will use due care and take all necessary precautions to assure the protection of persons and property while undertaking the Work and will comply with the *Workers Compensation Act* of the Province of British Columbia.

Prior to undertaking any of the Work in this Service Agreement, the consultant will provide the Regional District with a Clearance Letter confirming they are in good standing with WorkSafeBC and will pay and keep current all assessments required by WorkSafeBC in relation to the Service Agreement amount.

Out of Province consultants will be compliant with WorkSafeBC's registration requirements pertaining to out of Province firms. Where WorkSafeBC registration requirements allow for a consultant to be registered with another Province's Worker's Compensation Board, or like organization, the consultant will provide the Regional District with their registration number and written documentation confirming that the consultant is in good standing with the appropriate Worker's Compensation Board, or like organization. The consultant will pay and keep current all assessments required to maintain good standing in relation to the Service Agreement amount.

The consultant will maintain an Occupational Health and Safety Plan (OHSP) and ensure that their employees and Sub-Service Providers are well trained and aware of OHSP.

6.5 References

The consultant must include a minimum of three references for projects of a similar nature complete with contact information in the proposal. A brief description of the projects completed for each reference should be provided.

7.0 FINANCIAL PROPOSAL

The consultant must specify in the proposal, the fees required to satisfy the terms of reference for the project, the work plan and methodology. The consultant must clearly identify and detail all costs. The various stages of the work plan should be costed separately, with taxes and disbursements clearly identified.

7.1 Terms of Payment

The consultant must specify in the proposal, the terms of payment required for the duration of the project.

7.2 Cost Control

The consultant must provide in the proposal, a description of the cost control measures they will employ to effectively manage the project budget.

8.0 WORK PLAN AND SCHEDULE

The consultant must provide a work plan in the proposal. The work plan is to include a schedule of project tasks, milestones, the sequence of task occurrence and details concerning implementation and completion dates for each task.

The selection of the successful consultant will take place at the February 2019 Regional District Board meeting. The completion date for this project is December 31, 2019.

9.0 PROPOSAL FORMAT

The following format and sequence should be followed in order to provide consistency in consultant response and to ensure each proposal receives full and complete consideration. All pages should be consecutively numbered. The following items should be included in a complete proposal:

- (a) Title Page – including Request for Proposal title and number, consultant’s name and address, telephone number, fax number, email address and contract representative.
- (b) One page letter of introduction signed by the person or persons authorized to sign on behalf of the consultant which will bind the consultant to statements made in the proposal.
- (c) Table of Contents including page numbers.
- (d) An Executive Summary of the key features of the proposal.
- (e) The consultants Company Profile and experience including, consultant’s experience, personnel who will work on the project and their experience, breakdown of the workload between personnel, and consultants references.
- (f) The body of the proposal, including the Financial Proposal, i.e. the “Consultant’s Response,” Work Plan and Schedule, break down of Technical Memos 1, 2 and 3.
- (g) Additional information that a consultant may choose to provide.

10.0 DOCUMENTS

The successful consultant will be required to provide all documents related to the project to the Regional District in hard copy and electronic formats. At a minimum, three hard copies of all text documents and data tables will be provided. Electronic copies of all text documents will be in a format compatible with Microsoft Word 2013 format and in a PDF format. All data will be in format compatible with Microsoft Office Excel 2013.

11.0 PROJECT MANAGER

All questions concerning this Request for Proposal are to be directed to the Project Manager.

Laura Zapotichny, Manager of Waste Diversion Programs
Regional District of Fraser-Fort George
155 George Street
Prince George BC V2L 1P8
Telephone: 250-960-4400
Fax: (250) 562-8676
Email: lzapotichny@rdffg.bc.ca

12.0 TIME SCHEDULE

The anticipated schedule for the service procurement process is as follows:

- | | |
|---------------------------|-------------------|
| • Issue of RFP | November 29, 2018 |
| • Proposal due date | January 15, 2019 |
| • Selection of consultant | February 2019 |
| • Information review | March 2019 |

- | | |
|--|--------------------|
| • Site visits to all facilities | Spring 2019 |
| • Stakeholder meeting(s) | Spring/Summer 2019 |
| • Presentation of Technical Memo 1 | TBD |
| • Presentation of Technical Memo 2 | TBD |
| • Presentation of Technical Memo 3 | TBD |
| • Draft report for review including cost estimates | October 2019 |
| • Submission of final report | November 2019 |
| • Final presentation to Board | TBD |

13.0 EVALUATION OF PROPOSALS

The proposals will be evaluated on merit. Consideration will include the proposed budget, professional qualifications, general experience, northern climate experience, local knowledge, full service levels for the Regional District transfer station network plan concept and quality of proposal. The proposal submission should be clear, concise and complete.

The Regional District shall be the sole judge of a proposal and its decision shall be final.

13.1 Evaluation Criteria:

(a) Capability – 25 Points

- Project Manager Experience – the length and quality of the experience of the person named in the proposal as the consultant’s project manager. The experience does not necessarily have to be all with the same consulting firm but must demonstrate, through at least three references from related assignments, that the project manager has comprehensive experience in solid waste facility operations.
- Company Experience – the length and quality of experience of the company in doing similar work. A minimum of three similar projects with references are to be listed.
- Team Quality – the length and quality of the experience of the team members who have been selected by the consulting firm to work on this particular project. Detailed resumes of key team members are to be provided.

(b) Methodology – 25 Points

- Quality of Proposal – the effort that went into the proposal.
- Work Plan – the thoroughness of the consultant’s approach to the project.
- Level of Effort – the total person-hour proposed and the distribution among team members
- Innovative Considerations – this line allows the discretionary granting of additional points to those consultants who are proposing reasonable innovations that will enhance the project.
- Acceptable Schedule – evaluate the consultant’s schedule for completion of the work

(c) Historical Performance – 15 Points

- Fees and Personnel – rate the consultant and project team on past performance with the Regional District or with other clients where Regional Districts experience is insufficient, in being able to complete the projects within his/her fee estimates and with the same personnel as originally proposed.
- Keeping to Schedule – rate the consultant and project team on past performance with the Regional District or with other clients where Regional District experience is insufficient, in being able to complete the project within his/her schedule.

(d) Budget – 35 Points

- Rate the consultant’s budget by multiplying the total available points (35), by the ratio of the lowest cost proposal versus the consultant’s proposal cost.

14.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

Proposals will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

All documents, including proposals, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for individual consultants at their request subject to the *Freedom of Information and Protection of Privacy Act*.

15.0 NOTICE OF AWARD

The successful consultant will be notified of acceptance of its proposal by notification in writing delivered to the address on the proposal. No other communication will constitute acceptance of any proposal.

ACKNOWLEDGEMENT LETTER

The undersigned has received the full set of Request for Proposal Documents.

Signature

Company

Name (please print)

Address

Title

City

Phone Number

Fax Number

E-Mail

Date

We presently intend to _____ provide/ _____ not provide a Proposal as requested.

Return immediately to:

Laura Zapotichny, Manager of Waste Diversion Programs
Regional District of Fraser-Fort George
155 George Street
Prince George BC V2L 1P8
Telephone Number: 250-960-4400
Fax Number: 250-562-8676

SERVICE AGREEMENT
ES-18-15
Assessment of Full Service Levels for the
Regional District Transfer Station Network

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE

a local government incorporated pursuant to the *Local Government Act* and having its business office located at:
155 George Street
Prince George BC V2L 1P8

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

COMPANY

a company duly incorporated under the laws of British Columbia
and having a place of business at:
Street Address
City, Province, Postal Code

(hereinafter called the "Consultant")

OF THE SECOND PART

WITNESSETH: That the Consultant and the Regional District undertake and agree as follows:

1. TERM AND TERMINATION

The term of this Agreement shall commence as of the day and year first written below, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than thirty (30) business days advance written notice to the other party. The Consultant or the Regional District may terminate this Agreement immediately in writing if either party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

This agreement is to be completed by December 31, 2019.

2. SCOPE OF WORK AND SERVICING RESPONSIBILITIES

The Regional District requires Services that may include, but are not limited to, the following: information review, development of program and policies, coordination of stakeholder and public consultation, formation of committees, data analysis and compilation of written reports as detailed in the request for proposals.

3. NOTICE OF DEFAULT

If the Consultant is in default of the performance of any of its material obligations set out in this Agreement, then the Regional District may, by written notice to the Consultant, require such default to be corrected. If within fifteen (15) days' receipt of such notice the default has not been corrected or reasonable steps, as determined by the Regional District's in its sole discretion, have not been taken to correct the default, the Regional District without limiting any other right it may have, may immediately terminate this Agreement.

The Regional District shall compensate the Consultant for all Services performed hereunder through the date of any termination and all-reasonable costs and expenses incurred by the Consultant in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the Consultant prior to the termination of the Agreement, will be provided to the Regional District within ten (10) business days of the termination date.

4. CONTRACT PRICE

The Consultant will be compensated to a maximum of \$XXXXXX.XX for its Services.

The Regional District shall pay to the Consultant, within thirty (30) days of receipt of an invoice from the Consultant, the amount owing for the Services performed to the date of the invoice. A Purchase Order will be issued and must be recorded on the invoice from the Consultant.

Where the Regional District has established a milestone date for the performance or completion of certain Services, and the Consultant has not completed the Services in accordance with the milestone date, then the Regional District shall not be obligated to pay the Consultant under this section until the Consultant has completed the milestone event.

Where the Regional District is not satisfied with the Services provided by the Consultant, the Regional District may suspend payment in an amount sufficient to protect itself against loss on account of the failure to provide the Services or claims against the Regional District by other persons.

5. STANDARD OF CARE

The Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Consultant's profession currently practicing in the same locality under similar conditions.

6. INDEPENDENT CONTRACTOR

The Consultant shall be fully independent and shall not act as an agent or employee of the Regional District. The Consultant shall be solely responsible for its employees, and any subcontracts the Consultant lets, and for their compensation, benefits, contributions, and taxes, if any.

7. INSURANCE

The Consultant, without limiting its obligations or liabilities, and at its own expense, must provide and maintain throughout the Contract term, the following insurances with insurers licensed in the Province of British Columbia in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Consultant) shall be endorsed to show the Regional District as additional insured and provide the Regional District with 30 days' advance written notice of cancellation or material change. The Consultant must provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

1. Commercial General Liability (CGL), written on an occurrence based form, in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Cross Liability Cover, Broad Form Products & Completed Obligations, Personal Injury, Blanket Contractual, and Cross Liability.
2. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Consultant in an amount not less than \$2,000,000.
3. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence

8. WORKSAFE

The Consultant shall abide by all provisions of the *Workers Compensation Act* and its regulations and may be required to sign a WorkSafeBC Safety Covenant in the form provided by the Regional District. The Consultant must be a registrant in good standing at all times with WorkSafeBC for the duration of the Contract. Prior to receiving any payment, the Consultant may be required to submit a WorkSafeBC Clearance letter confirming all assessments have been paid and the Consultant is in good standing.

9. INDEMNITY

The Consultant shall release, indemnify, defend and save harmless the Regional District, its officers, employees, servants and agents of and from all claims, costs, losses, damages, actions, classes of action, expenses and costs arising out of or relating to the Consultant's breach of this Agreement or the negligent acts or omissions of the Consultant or its employees, contractors or agents.

10. CHANGES

The Regional District may order, in writing, changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Where a change to the Services causes an increase in the Consultant's cost to perform the Services or the amount of time required for the performance of the Services that is not offset by any decreases to costs or time, then the Regional District shall increase the amount of the service fee payable under section 4 of this Agreement by an amount agreed upon by the Consultant or, where the parties are unable to agree, as settled in accordance with section 16 of this Agreement.

11. NOTICE

Any notices related to this Agreement shall be in writing and either mailed, or delivered to the address on Page 1 of this Agreement, or other such addresses that either the Regional District or the Consultant may substitute by written notice to the other party. Any such notice will be deemed to be received within seven (7) business days after the time of mailing, if mailed, and upon the date of delivery, if delivered. If normal mail service is interrupted by postal dispute or force majeure, notice will be hand delivered, not mailed.

12. FORCE MAJEURE

Where the Consultant's Services cannot be performed because of an act of God, an act of a legislative, administrative or judicial entity, an act of contractors other than contractors engaged directly by the Consultant, fire, flood, labour disturbance or unusually severe weather (collectively "Force Majeure"), then the obligations of the Consultant shall be suspended during the period of Force Majeure. The Regional District shall grant to the Consultant a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Consultant or, if the Regional District and the Consultant are unable to reach agreement, as determined by the dispute resolution process under section 16 of this Agreement. Where, as a result of Force Majeure, there is a material increase in the Consultant's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the service fee payable to the Consultant under section 4 of this Agreement, as may be agreed by the Consultant, or as determined under section 16 of this Agreement. If the event of Force Majeure results in a material increase in the cost of the Work to be performed in respect of which the Consultant is providing the Services, then the Regional District may choose not to proceed with the completion of the Work and may terminate this Agreement. If the Regional District terminates this Agreement, then it shall compensate the Consultant in accordance with section 4 of this Agreement.

13. INSTRUMENTS OF SERVICE

All reports, drawings, plans or other documents (or copies) furnished to the Consultant by the Regional District will be returned to the Regional District upon completion of the Services. The Consultant may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by the Consultant under this Agreement are instruments of service. The Consultant may retain one (1) copy of all documents produced for the Regional District under this Agreement.

14. REGIONAL DISTRICT'S RESPONSIBILITIES

The Regional District agrees to, within reason, convey and discuss relevant materials, data, and information in possession of the Regional District with the Consultant.

The Regional District shall release, indemnify, defend, and save the Consultant harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) the Regional District's breach of this Agreement; (ii) the negligent acts or omissions of the Regional District or its employees, contractors, or agents.

15. ASSIGNMENT AND SUBCONTRACTING

This Agreement does not create any right or benefit in anyone other than the Regional District and the Consultant and shall not be assigned by either party without the prior written approval of the other party.

16. DISPUTE RESOLUTION

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, the Consultant and the Regional District agree first to try in good faith to settle the dispute by negotiations between senior management of the Consultant and the Regional District. If such negotiations are unsuccessful, the Consultant and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Consultant and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of British Columbia.

17. WAIVER OF TERMS AND CONDITIONS

The failure of either the Consultant or the Regional District in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by the Consultant or the Regional District of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

18. SEVERABILITY

Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

19. GOVERNING LAWS

This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

