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## CORE AREA WASTEWATER TREATMENT PROJECT BOARD

Notice of Meeting on **Monday, June 20, 2016 @ 9:00 am**  
Room 488, 625 Fisgard Street, Victoria, BC

Jane Bird (Chair)  
David Howe

Jim Burke  
Bob Lapham

Brenda Eaton  
Colin Smith

Don Fairbairn

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### AGENDA

1. Approval of Agenda
2. Election of Vice Chair
3. Report of the Chair
4. Presentations/Delegations
5. Project Board Orientation – Administration
6. Project Overview to Date *(to be circulated separately)*
7. Terms of Reference
8. Business Case – Deliverables Timeline – Verbal Update
9. Award of Contract 16-877 - Partnerships BC
10. New Business
11. Motion to close the meeting in accordance with the *Community Charter*, Part 4, Division 3, 90(1)(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the regional district or another position appointed by the regional district; (c) labour relations or other employee relations; (e) the acquisition, disposition or expropriation of land or improvements, if the regional district considers that disclosure could reasonably be expected to harm the interests of the regional district; (i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose; (m) a matter that, under another enactment, is such that the public may be excluded from the meeting; and 90((2)(b) the consideration of information received and held in confidence relating to negotiations between the regional district and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party.
12. Adjournment

#### Reference Document:

- CAWT Program Summary Report – Detail Structure Month Ending May 31, 2016

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*To ensure quorum, advise Sonia Santarossa 250.360.3129 if you are unable to attend.*

# Core Area Wastewater Treatment Project Board Orientation

June 20, 2016



## Orientation Outline



- Governance
- CRD Board & the Project Board - roles and responsibilities
- Related CRD functions and authorities
- Meeting Procedures
- Freedom of Information & Protection of Privacy
- Remuneration, Travel and Expense Claims
- Electronic agendas and reports

## Governance



### Core Area Liquid Waste Management Service



- Bylaw No. 2312 – Service Establishment
- Participants
  - City of Colwood
  - City of Langford
  - Town of View Royal
  - Town of Esquimalt
  - City of Victoria
  - District of Oak Bay
  - District of Saanich
  - Songhees Nation and Esquimalt First Nation\*

## Governance – Commission Model



## CRD Board and CAWT Project Board Roles and Responsibilities



## Roles and Responsibilities



- Core Area Wastewater Treatment Project Bylaw No. 4109
- Core Area Wastewater Treatment Project Board Delegation Bylaw No. 4110

## Roles & Responsibilities



### **Purpose**

(Section 2.2 (Bylaw 4109) and Terms of Reference)

- Administer overall planning, project management, site acquisition, expenditures & LWMP
- Manage development of Business Case
- Conduct procurement process following CRD tendering procedures

## Roles & Responsibilities



### Purpose (cont'd):

- Complete program within the established budget & time-frame
- Ensure program compliance with Provincial & Federal regulations & contribution agreements
- Comply with CRD policy & enable the CRD to fulfill its obligations under agreements

## Project Board



### Responsibilities

- Appoint:
  - Project director – provide guidance and direction
  - Advisors on Fairness & Conflict of Interest
  - Consultants
- Establish and Approve:
  - Newly proposed project scope, schedule and budget
  - Project management organizational structure and appointment of key resources
  - Establishment and implementation of communications & consultation plan

## Project Board



### ➤ Oversee:

- Project scope, schedule and budget and identify risk
- Project communications, information and consultation activities

### ➤ Provide to CRD Board:

- Monthly progress reports
- Comprehensive quarterly reports

## Project Board



### Confidentiality

- Project Members Agreement
- Confidential information not be disclosed to:
  - Third party
  - Employer
  - Other organization where member has a relationship

## Project Board



### Conflict of Interest

- Must declare personal, academic, professional or business interests on an ongoing basis
- May be excluded from the Project Board or from consideration of a specific item
  - Member must state in general terms
  - Reason recorded in minutes
- Chair – responsible for COI management

## CRD Board



### Role of CRD Board

- Establish Project Board
  - Appoint Chair and members
- Approve:
  - final Business Case prior to submission to senior governments
  - any material changes to scope, schedule or budget
    - Ability to meet federal regulation requirements
    - Availability of funding
    - Costs to taxpayers



## Project Board – Delegated Authority



### Delegated Authority - Bylaw 4110

- Enter into agreements with others and public authorities in relation to the Project
  - For CRD services
    - includes undertaking, provision and operation of services
  - CRD Board's exercise of regulatory authority
    - Operation and Enforcement
  - Management of property or an interest in a property held by CRD
  - Expenditures or revenues to be included in CRD approved financial plan

## Project Board – Delegated Authority



### ➤ Land

- Acquire, hold, manage and dispose of:
  - land, improvements, personal property or other property and any interest or right in connection with the Project
- Expenditures or revenues to be included in CRD approved financial plan

## Project Board – Delegated Authority



### ➤ Subject to:

- CRD purchasing policies and procedures
- Board's authority to approve Business Case
- Existing delegation of authority to CRD officers and employees (Bylaw 2864)

## Project Board – Delegated Authority



### ➤ Execution of Agreements

- Project Board Chair and Project Director
  - Approved by Project Board

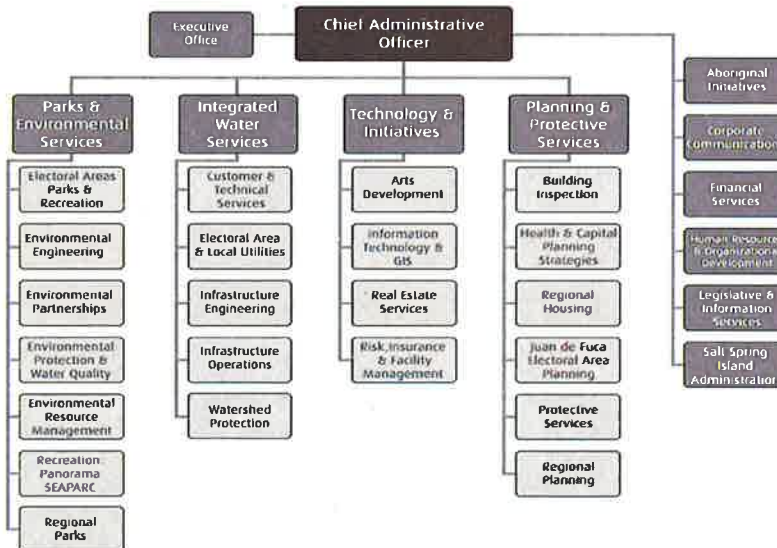
### ➤ Expressly Delegated

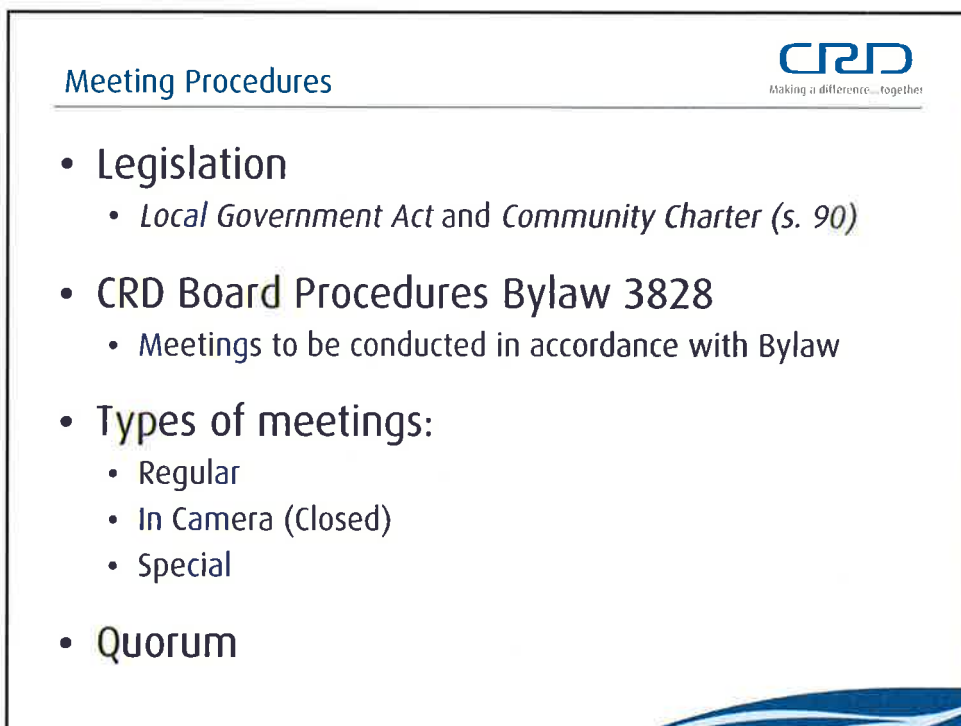
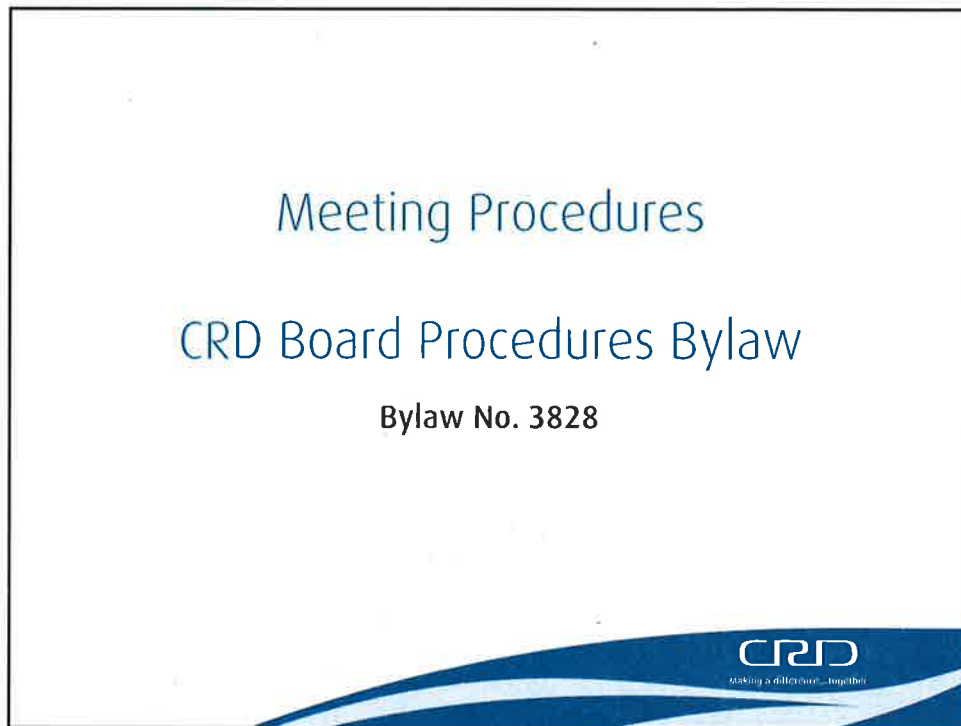
### ➤ No Authority to Further Delegate

# Related CRD Functions and Authorities



## CRD Organizational Structure





## Meeting Procedures



- Motions
- Delegations
- Presentations
- Order of Business
- Minutes
- Attendance of Public at Meetings
- Closed Meetings
- Rise & Report
- Electronic Participation

## Freedom of Information and Protection of Privacy Act for Local Government



## *Freedom of Information and Protection of Privacy Act (FIPPA)*

- FIPPA is a provincial Act requiring public bodies to give the public a right of access to records in their custody or under their control

## What is the purpose of FIPPA?

- To make public bodies more accountable to the public
- To give people the right to access records
- To protect personal privacy
- To give people the right to request a correction of information
- To prevent unauthorized collection of personal information

Freedom of Information and Protection of Privacy Act  Making a difference... together

### What is personal information?

- name, address or telephone number
- age, sex, national or ethnic origin, colour or religious or political beliefs or associations
- fingerprints, blood type, inheritable characteristics
- information about an individual's health care
- educational, financial, criminal or employment history
- anyone else's opinion about the individual
- the individual's personal views or opinions, except if they are about someone else

**Personal information is not disclosed**

Freedom of Information and Protection of Privacy Act  Making a difference... together

### What is the definition of a record?

- documents
- maps, drawings
- photographs
- letters, memos, hand written notes
- E-mail
- Post-it Notes
- electronic records
- Social Media Site – Facebook, Twitter, MySpace, YouTube
- Project documents and records held by Project Board are all subject to FOI requests

## CRD staff with responsibility for FOI

- FOI Head – Corporate Officer
- Manager, Information Services
- FOI coordinators for each CRD department

## Rights of Access?

- The public have the right to request access to any record in the possession of a public body

BUT...right of access is limited by exceptions to disclosure defined in FIPPA



Freedom of Information and Protection of Privacy Act



What kind of FOI Requests does the CRD receive?

- Contracts/Tenders/Request for Proposals (Third Party Business information not released)
- In Camera Minutes and reports
- Legal Opinions

What type of records do we routinely release?

- Board & Commission minutes, agendas and reports (open)
- Contracts

Remuneration, Travel and Expenses Claims



Remuneration, Travel and Expense Claims



**Remuneration Information:**

- Pay is processed monthly
- Electronic Funds transfer
- Pay statements mailed
- T4 Statement of remuneration issued by February 28

Remuneration, Travel and Expense Claims



**Payroll Forms Required:**

- TD1/TDBC
  - Social Insurance Number
  - Address
  - Date of Birth
- Bank Direct Deposit Form
- CPT30 Form (if eligible) to stop CPP contributions age 65 and over

## Remuneration, Travel and Expense Claims



Accounts Payable | 3rd Floor | 425 Fingert St | PO Box 1000 | Victoria BC V8A 2S6 | T: 250 360 3000 | F: 250 360 3267 | www.crd.bc.ca

### TRAVEL AND REIMBURSEMENT EXPENSE REPORT

NAME \_\_\_\_\_ OF \_\_\_\_\_ FOR MONTH OF \_\_\_\_\_ OF \_\_\_\_\_

DEPT./LOCATION \_\_\_\_\_ EMPLOYEE NO. \_\_\_\_\_

DATE	DESTINATION	BUSINESS	EXPENSES	TAX					AMOUNT
ISSUANCE		SM	(LIST INDIVIDUALLY)	CODE	B/A	ORDER/COST	CENTRE/MS	GLACIM ITEM	\$
				X					\$
				X					\$
				X					\$
				X					\$
				X					\$
				X					\$
				X					\$
				X					\$
				X					\$
				X					\$
				X					\$
				X					\$
				X					\$
				X					\$
				X					\$
				X					\$
TOTAL KILOMETERS FOR THIS CLAIM									\$
SUBTOTAL									\$
LESS TRAVEL ADVANCE (if any)									\$
TOTAL									\$
Reimbursement Claimed									TOTAL \$
Total KM: *									

\* Effective January 1, 2009 rate is \$0.60 per kilometre.

<small>Will this report allow expenses to be claimed as personal and CRD business?</small>	CLAIMANT'S SIGNATURE _____
<small>Receipts are attached for all expenses other than parking tickets and gas from all vehicles.</small>	GENERAL MANAGER APPROVAL _____

## Remuneration, Travel and Expense Claims



### Travel Reimbursement Forms

- Processed by Accounts Payable
- Electronic Funds Transfer
- Issued Tuesday each week

## Electronic Agendas, Reports and Email



### Project Board - Electronic Agendas



#### Electronic Agendas

- All agendas and reports will be posted to a Project Board site (collaboration site)
  - Site is secure to Project Board members, applicable CRD and Project staff
- Open agendas and reports – Project Board document section of site and posted on CRD website ([www.crd.bc.ca](http://www.crd.bc.ca))
- Closed agendas and reports - “Closed” Project Board document section of site

## Project Board - Email



### Email

- You each have a CRD email address
  - for FOI purposes
- Members of the public may email you:
  - form found on wastewater planning webpage:
    - <https://www.crd.bc.ca/contact-us?r=wwproject-board>

Q & A



## CORE AREA WASTEWATER TREATMENT PROJECT BOARD TERMS OF REFERENCE

### Purpose

The purpose of these Terms of Reference is to set out the role, responsibilities and function of the Project Board. The Terms of Reference provide a framework that includes the Project vision and goals, guiding principles and values, meeting protocols, confidentiality considerations and identifies those matters that must be referred to the CRD Board for approval.

### Background

In 2006, an environmental report commissioned by the Ministry of Environment noted the contamination of seabed sites close to Capital Regional District (CRD) outfalls where the region's wastewater is discharged. As a result, the Province mandated that the CRD plan for and initiate secondary sewage treatment for the region.

The CRD has made considerable efforts to meet its commitment, and many options to deliver wastewater treatment have been explored. These efforts include technology and siting options, extensive public consultation, and input from the various committees of the CRD (including the Eastside Select Committee and the Westside Select Committee). This work provides the Project with a wealth of technical information to inform the next steps in moving the Project forward.

On May 11, 2016, the CRD Board adopted a series of recommendations on next steps for the Project. These included establishing a Project Board with delegated authority to undertake all aspects of business case planning, site acquisition, project management and expenditures.

### Vision

The Project Board will deliver a sewage treatment and resource recovery system that is innovative, achievable and optimizes benefits - economic, social and environmental (including climate change mitigation) - for the long term.

The Project Board will approach the project from the perspective that waste materials should be treated as resources and managed as such, with a long term objective to create a system that supports the principles of Integrated Resource Management (IRM).

The Project Board will give consideration to, and reflect, public input received with an objective of being responsive to community values and concerns.

### Goals

The Project Board has the following goals to support achieving this vision:

1. Meet or exceed federal regulations for secondary treatment by December 31, 2020.
2. Minimize costs to residents and businesses (life cycle costs) and provide value for money.
3. Optimize opportunities for resource recovery and greenhouse gas reduction.
4. Deliver a solution that adds value to the surrounding community and enhances the livability of neighbourhoods.

## **Project Scope – Principles**

The Project will include the following elements:

1. Wastewater treatment process (WWTP) design capacity to meet Provincial Municipal Wastewater Regulation (MWR) requirement for sewage flows with an Average Dry Weather Flow (ADWF) of 108 ML/day.
2. WWTP, capacity, redundancy and waste water overflow meet Provincial effluent quality regulations.
3. WWTP meets the National Wastewater Systems Effluent Regulations (Fisheries Act) mandatory minimum effluent quality standards that can be achieved through secondary wastewater treatment.
4. Bio-solids treatment that allows for a range of beneficial uses.
5. Conveyancing system.
6. Positive measures to integrate the infrastructure within the host municipality or municipalities.

The Business Case will consider options to include the following:

1. Enhanced secondary or tertiary treatment.
2. Integrated Resource Management elements (or IRM compatible).

The Business Case may recommend the inclusion of these elements as base scope or as separately priced optional items.

## **Project Board Role and Function**

The role of the Project Board is to:

1. Be responsible for overall planning, project management, site acquisition, expenditures, and liquid waste management planning for the purposes of the Project.
2. Select a Project Director to oversee all aspects of the Project.
3. Provide direction and guidance to the Project Director on Project matters, including the development of a decision making framework, business priorities, strategies and resource approval, and appropriate project controls and reporting procedures.
4. Manage the development of a comprehensive Business Case for submission to the federal and provincial governments to confirm funding to proceed to project implementation.
5. Appoint or confirm advisors including fairness advisor and conflict of interest adjudicator.
6. Oversee Project scope, schedule and budget as the Project progresses through planning, procurement and implementation phases, with particular attention to risk identification and risk management.
7. Work with the Project Director to resolve material issues that may arise over the course of the Project.
8. Oversee Project communications, information and consultation activities.

**Project Board approval is required for:**

1. The project management organizational structure and appointment of key resources for the project including the Project Director.
2. The proposed scope, schedule and budget for the Project.
3. The establishment and implementation of a communications & consultation plan and any significant deviations from the communications/consultation plan.

**Role of Project Board Members**

Project Board members will exercise their professional expertise and judgement to plan and implement the Project in accordance with the Project Vision and Goals. During the Business Case planning process Project Board members will approach options objectively, and will consider each option on the basis of the information and analysis that is developed by the Project Director and Project Team.

**Project Team**

The Project Director will lead a Project Team to plan, procure and implement the Project. The Project Director will prepare a Project Management Plan to guide the work. The Project Team will include relevant expertise required for the Project, including financial, technical, estimating, communication and consultation, procurement and legal expertise. Membership of the team will reflect the requirements of the work at a particular time and may change over time.

**Project Board Guiding Principles and Values**

The following principles and values will guide the Project Board's decision-making and actions:

1. The Project must be in full compliance with applicable federal and provincial legislation and regulations within the required timelines.
2. Option analysis will have regard for lifecycle costs (both capital and operating), the highest environmental standards, and IRM, within the context of the Project's schedule and budget constraints. Considerations and trade-offs between operating and capital costs, qualitative outcomes and schedule will be transparent in the Business case analysis.
3. A range of contract delivery models will be explored, including publicly operated and maintained, performance-based models such as Design-Build-Finance-Operate-Maintain models and others, that would support innovation and the use of leading technologies.
4. The Project Board will work cooperatively with host municipalities on siting the facility or facilities.
5. The Project Board will work cooperatively with funding partners and will be full compliance with funding agreements.



### **Project Board – Meeting/Reporting**

1. The Project Board will meet as required, but no less frequently than once in each calendar quarter.
2. The Chair will call Project Board meetings; issue and approve agendas and minutes for Project Board meetings; and provide direction as required to the membership regarding Project Board responsibilities.
3. Where possible, agenda, resolutions and background documents will be provided to all Board members at least 48 hours prior to the meeting.
4. The Project Board will provide the CRD Board with monthly progress reports and a comprehensive quarterly report which will describe the status of the Project, and specifically address Project scope, budget, schedule and risk. The report will include a dashboard or executive summary which will highlight material changes in any of these areas. Further information on the contents of the quarterly report is provided at Appendix A.
5. The Project Board will review the risk registry at least twice per year; any material change in any risk item will be highlighted as part of the quarterly report.

### **Confidentiality and Conflict of Interest**

Information that is provided to the Project Board in confidence, or that is by its nature confidential, will be treated in confidence by members and not disclosed to third parties (including their own employer or any other organization with which the member has a relationship). The duty to maintain information in confidence continues after a Project Board member ceases to become a Project Board member.

Project Board members will declare any relevant personal, academic, professional or business interests on an ongoing basis. The Chair shall be responsible for the management of any conflicts of interest. Project Board members may be excluded from the Project Board or from consideration of specific items in which they have an interest where this is necessary to avoid a conflict (real or perceived).

### **CRD Board approvals**

The CRD Board has overall accountability for the Project.

CRD Board approval is required for:

1. The final Business Case prior to submission to the federal and provincial governments.
2. Any changes that could materially affect scope, schedule, budget (materiality includes the ability to meet federal regulation requirements, availability of funding or costs to taxpayers).

CRD approval will not be required to enter into a contract with the preferred proponent provided if there are no material changes to scope, schedule or budget.

## Appendix A

Quarterly Project Status Reports will include:

1. Executive Summary/Project Dashboard

One to two pages – highlights status of scope, schedule and budget and identifies current decisions required and risks and risk mitigation strategies. Key activities over the last reporting period are highlighted

2. Key Activities

Key activities completed in the current period are described; works/activities proposed for the next period are identified.

3. Project Scope

Project details and description are set out. Any changes/proposed changes to Project Scope are discussed.

4. Budget/Financial

Progress against budget is set out (planned versus actual expenditures). Draws on contingency, if any, can be identified.

5. Schedule Status

Schedule milestones are identified, and progress against each milestone is tracked.

6. Risk

Key risks are identified, and risk mitigation strategies are discussed.

7. Project Communications and Consultation

Project communications and consultation activities completed in the current period are described; activities proposed for the next period are identified. Any current or emerging issues are identified.



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**CORE AREA WASTEWATER TREATMENT PROJECT BOARD**

**2016 Meeting Schedule**

<b>CAWT Project Board (times &amp; location tbd)</b>	<b>CRD Board (1:30 pm, 6<sup>th</sup> Floor Boardroom)</b>
Monday, June 20 @ 9 am (Room 488)	Wednesday, June 8
Thursday, July 7 OR Friday, July 8	Wednesday, July 13
Thursday, August 4	Wednesday, August 10
Thursday, September 8 OR Friday, September 9	Wednesday, September 14
October	Wednesday, October 12
November	Wednesday, November 9
December	Wednesday, December 14

**REPORT TO CORE AREA WASTEWATER TREATMENT PROJECT BOARD  
MEETING OF MONDAY, JUNE 20, 2016**

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**SUBJECT**     **Award of Contract 16-1877 – Partnerships BC**

**ISSUE**

To seek approval for award of Contract 16-1877 for the engagement of Partnerships BC to provide direct support in development of the business case for the Core Area Wastewater Treatment Project.

**BACKGROUND**

In order to assist the Capital Regional District (CRD) Board in finding a way forward with addressing the need for a wastewater treatment solution for the Core Area, the Ministry of Community, Sport and Cultural Development engaged Peter Milburn and Partnerships BC to assist in conducting due diligence and making recommendations. These recommendations were presented to the CRD Board at its meeting on May 11, 2016, including the establishment of the Core Area Wastewater Treatment Project Board (Project Board). The Terms of Reference (TOR) for the new Project Board and the related establishment and delegation bylaws were approved by the CRD Board at its meeting on May 25, 2016.

Under the TOR, the Project Board is charged with preparing and submitting a project proposal and business case to the CRD Board for submission to the Provincial Treasury Board by September 30, 2016. This timeline also coincides with the funding extension granted by 3P Canada and the expectations of the provincial and federal governments in relation to securing funding.

**ALTERNATIVES**

*Alternative 1*

That Contract 16-1877, Core Area Wastewater Treatment Project - Business Case Development, be awarded to Partnerships BC in the amount of up to \$320,000 (excluding GST) and that up to \$25,000 in expenses be approved.

*Alternative 2*

That the contract not be awarded.

**IMPLICATIONS**

Partnerships BC has become familiar with the project through its support to the province over the past several months. Preparation of a business case that meets the standards and expectations of Treasury Board by September 30, 2016 necessitates experienced expertise and a high level of effort over the upcoming months. Partnerships BC is well positioned to provide this support. The engagement of Partnerships BC does not imply a particular outcome in regards to the recommended procurement model for the project.

The proposed Partnerships BC contract to support the development of the business case, including scope of services, is attached as Appendix A. The total upset limit for the contract is set at \$320,000 in addition to \$25,000 in expenses, to be funded from the Core Area wastewater treatment capital program budget. A total budget for the development of the business case to the end of September 30, 2016 will be presented at the next Project Board meeting.

This scope of services was not tendered. Under the CRD Procurement Policy, a non-competitive purchase process may be followed where the procurement is from a public body. This transaction is also compliant with applicable trade agreements.

**CONCLUSION**

Partnerships BC has submitted an engagement proposal to support development of the business case through to September 30, 2016 and is well positioned to provide these services.

**RECOMMENDATION**

That Contract 16-1877, Core Area Wastewater Treatment Project – Business Case Development, be awarded to Partnerships BC in the amount of up to \$320,000 (excluding GST) and that up to \$25,000 in expenses be approved.

Submitted by:	Larisa Hutcheson, P.Eng., Interim Project Director and General Manager, Parks & Environmental Services
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LH:cl

Attachment: Appendix A – Contract 16-1877 - Core Area Wastewater Treatment Project – Business Case Development

**CONTRACT FOR SERVICES**

THIS AGREEMENT dated for reference and made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 16

BETWEEN:

**CAPITAL REGIONAL DISTRICT**  
625 Fisgard Street  
Victoria, BC V8W 2S6  
Fax No. 250-360-3270

("CRD", "we", "us" or "our" as applicable)

OF THE FIRST PART

AND:

**PARTNERSHIPS BRITISH COLUMBIA**  
Suite 900 – 1285 West Pender Street  
Vancouver, BC V6E 4B1  
Phone No. 604-806-4168

("Consultant", "you" or "your" as applicable)

OF THE SECOND PART

**WHEREAS:**

- A. The CRD requires consulting services for 16-1877 CRD Core Area Wastewater Treatment Project - Business Case Development (the "**Project**"), and the Consultant has submitted a proposal dated 3 June 2016. A copy of the Consultant's proposal is attached as Schedule "C" to this Agreement.
- B. The CRD has agreed to engage the Consultant and the Consultant has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the CRD in respect of the Project on the terms and conditions set out in this Agreement.

**NOW THEREFORE** the CRD and the Consultant, in consideration of their mutual duties and responsibilities to one another under this agreement (the "**Agreement**"), agree as follows:

**CONSULTANT'S OBLIGATIONS:**

1. **Standard of Care** You must provide the Services with the degree of care, skill and diligence normally provided by consultants having similar qualifications in the performance of duties of a nature similar to the Services, and you must provide the Services within the time limits specified in Schedule "A" or, if no time limit is specified in Schedule "A", you must provide the Services promptly.
2. **Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in Schedule "A" to this Agreement. All other costs and expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.
3. **Confidentiality** You must not disclose any information, data or secret of the CRD to any person other than representatives of the CRD duly designated for that purpose in writing by us and you must not use for your own purposes or for any purpose other than those of the CRD any information, data or secret you may acquire as a result of being engaged pursuant to this Agreement.

4. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of interest between your obligations under this Agreement and your obligations to such other person, firm or corporation.
5. **Ownership of Materials** All plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials produced by you under this Agreement (collectively, the "**Intellectual Property**") are and will remain our property even though you or another party has physical possession of them. You hereby waive in our favour any moral rights you, your employees, sub-consultants or sub-contractors may have in the Intellectual Property. Until the expiry or earlier termination of this Agreement, you may retain copies, including reproducible copies of the Intellectual Property. You must not use the Intellectual Property on other projects or for other clients except with written consent from us. You must obtain our consent before you publish or make public any of the Intellectual Property in book, periodical, electronic or any other form.
6. **Retention of Intellectual Property on Termination** Upon expiry or earlier termination of this Agreement, you must turn over to us all Intellectual Property, keeping a single copy for your own archival purposes.
7. **Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 3, 4, 5, 6 and 8 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
8. **Indemnification** You must indemnify and save harmless us and our elected officials, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising, from an error, omission or negligent or wilful act of you or your agents, employees, sub-consultants or sub-contractors, or from your breach of this Agreement.
9. **Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule "B" to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.
10. **Compliance with Laws** You must comply with all laws applicable to the provision of the Services.
11. **Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.
12. **Legal Relationship** The legal relationship between you and the CRD arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.
13. **Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this Agreement.

## **PAYMENT**

14. **Payment for Services** We must pay you the fees for your Services at the times set out in Schedule "A". Where you are specifically authorized in Schedule "A" to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule "A" as long as they are reasonably necessary for the performance of the Services and supported by conclusive

documentation, including receipts. Payment will be issued no more than 30 days after receipt of your invoice, in accordance with our accounts payable policies.

15. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

#### **TERMINATION AND SUSPENSION**

16. **For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.
17. **For Absence** If for any reason you are unable to provide the Services using the individuals or subcontractors named in your proposal and set forth in this Agreement for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.
18. **Suspension** If your Services are suspended by the CRD at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the CRD to terminate this Agreement upon giving written notice thereof to the CRD. In such an event, you shall be paid by the CRD for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension unless the parties otherwise agree in writing.
19. **With Notice** If we are unwilling or unable to proceed with the Project we may terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination.

#### **GENERAL**

20. **Client to Provide Information** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the CRD, in the preparation of the call for proposals and this Agreement, the supply of oral or written information to you, the review of proposals or the carrying out of the CRD's responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the CRD in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the call for proposals, the supply of oral or written information to proponents, the review of proposals, or carrying out of the CRD's responsibilities under this Agreement.
21. **Client to Respond** We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.
22. **Site Access** We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards



of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.

23. **Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
24. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the CRD or the Consultant shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
25. **Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the CRD and the Consultant and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the CRD and the Consultant with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the CRD and the Consultant.
26. **Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
27. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
28. **Designation of Parties** In this Agreement, "we", "us" and "our" refer to the CRD alone and never refer to the combination of the Consultant and CRD. The combination of the CRD and the Consultant is referred to as "the parties".
29. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
30. **Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
31. **Time** Time is of the essence in this Agreement.
32. **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

#### **DISPUTE RESOLUTION**

33. **Arbitration** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the CRD and the Consultant, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
34. **No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the CRD or the Consultant.
35. **Nominees** If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

#### **DESIGNATED REPRESENTATIVES**

36. **CRD Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the "CRD Representative") and we may

at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the CRD Representative in the place and stead of any person previously designated.

- 37. **Project Manager** You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the "Project Manager") and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

**NOTICE**

- 38. **Notice** Unless otherwise specified in this Agreement, any notice required to be given by either party shall be deemed to have been given if delivered by hand, mailed by prepaid registered mail or faxed to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice shall be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered by hand, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, force majeure or other cause beyond the control of the parties, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other means of communication which have not been so interrupted or shall deliver such notice by hand in order to ensure its prompt receipt.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

**CAPITAL REGIONAL DISTRICT** by its )  
 authorized signatories: )  
 )  
 )  
 \_\_\_\_\_ )  
 Name )  
 )  
 )  
 \_\_\_\_\_ )  
 Name )

**PARTNERSHIPS BRITISH COLUMBIA** by its )  
 authorized signatories: )  
 )  
 )  
 \_\_\_\_\_ )  
 Name )  
 )  
 )  
 \_\_\_\_\_ )  
 Name )

**SCHEDULE "A"**  
**SERVICES AND FEES**

THE SERVICES:

THE CONSULTANT SHALL:

Provide all consulting services as described in attached Schedule "C" Consultants Proposal dated June 3, 2016.

A.2 PAYMENT OF FEES:

A2.1 The Client shall pay to the Consultant within THIRTY (30) DAYS of invoice for the Services set forth in this Schedule A, a fee as hereinafter set forth. The Consultant's accounts are due when presented.

A2.2 The maximum fee, excluding GST, for the Consultant's Services set forth in this Schedule A shall be \$320,000 and up to \$25,000 in expenses.

A2.3 The fee for the Consultant's Services shall be in accordance with the "Hourly or Per Diem" rates presented in the Consultant's Proposal including "additional" services that relate to work not included in the Consultant's Proposal, but authorized in writing by the client.

A2.4 Invoices will be presented in accordance with the Client's standard format, and including:

- (A) Individual's name, hourly or daily rate, hours worked, extended total for each individual.
- (B) Percentage of work completed.
- (C) Backup invoices for all reimbursable expenses in excess of ONE HUNDRED DOLLARS (\$100.00) for a single item.
- (D) The following information at the bottom of each invoice:
  - (I) Total budget approved by CRD
  - (II) Total invoiced to date
  - (III) Total payment received to date
  - (IV) Budget remaining

A.3 TIME SCHEDULE:

A3.1 The consultant shall begin this work immediately upon receiving the signed agreement and will provide the project deliverables prior to the project completion date of September 2016.

## SCHEDULE "B"

### INSURANCE REQUIREMENTS

The Consultant shall, at his own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the CRD with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:

(a) Commercial General Liability Insurance

- i) The Consultant shall maintain Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations, and
- ii) this insurance shall be an all risk, occurrence based policy with a three million (\$3,000,000.00) minimum limit on an occurrence basis, and
- iii) the Capital Regional District shall be named as an additional insured, and
- iv) this policy shall contain the separation of insureds, cross liability clause in the conditions of the policy, and
- v) all such policies shall provide that no cancellation or material alteration in the policy shall become effective until 15 days after written notice of such cancellation, or alteration has been given to the CRD, and
- vi) the Consultant shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.

(b) Automobile Insurance

- i) The Consultant shall maintain Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence in respect of all vehicles owned and / or operated by the Consultant in connection with this agreement.

(c) Property Insurance

Notwithstanding anything contained elsewhere herein or within the service agreement, it is understood and agreed that the CRD will not be liable for any loss or damage to the Consultant's equipment including loss of use thereof. Each and every policy insuring Consultant's equipment to be used on this project shall contain a waiver of subrogation clause in the favour of the CRD.

(d) Professional Liability (Errors and Omissions) Insurance

- (i) The Consultant shall maintain Professional Liability (Errors and Omissions) Insurance coverage with a limit of not less than Five Hundred Thousand (\$500,000) per claim and an aggregate limit of not less than One Million (\$1,000,000) per policy period.
- (ii) The Consultant shall provide the CRD with a certificate of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.

2. The Consultant shall require that each of his Sub-Contractors provide evidence of comparable insurance in the name of the Sub-Contractor to that set forth under this schedule.
3. Maintenance of such insurance and the performance by the Contractor of its obligations under this schedule shall not relieve the Consultant of liability under the indemnity provisions set forth in this Agreement.
4. The CRD may take out and maintain the insurance required by this agreement at the cost of the Consultant if the Consultant is in default under this Agreement.

**Core Area Wastewater Treatment Program  
Program Summary Report - Detail structure  
Month Ending 31-May-2016**

	<u>Budget</u>	<u>Year to Date Actuals</u>	<u>Remaining Budget</u>
<b>WASTEWATER TREATMENT</b>			
Wastewater Treatment - McLoughlin Pnt		9,850,951	
Victoria Harbour Crossing - CAWTP		473,273	
Marine Outfall - McLoughlin Pnt - CAWTP		215,435	
Project Management & Commission		-	
	<u>283,782,392</u>	<u>10,539,659</u>	<u>273,242,733</u>
<b>CONVEYANCING PIPES AND PUMPSTATIONS</b>			
Arbutus Rd Attenuation Tank		4,428,054	
Craigflower PS		12,113,977	
Macaulay Pt PS		242,551	
Clover Pt PS		547,288	
Currie PS		4,245	
Clover Ogden FM		29,771	
Currie FM		4,832	
Trent/ECI Twinning		49,993	
Macaulay - McLoughlin FM		21,581	
Project Management & Commission		-	
Interim Financing		-	
	<u>126,786,364</u>	<u>17,442,292</u>	<u>109,344,072</u>
<b>RESOURCE RECOVERY CENTRE</b>			
Resource Recovery Ctr		4,396,094	
Sludge & Concentrate Conveyance		190,593	
Project Management & Commission		-	
	<u>254,675,629</u>	<u>4,586,687</u>	<u>250,088,942</u>
<b>COMMON COSTS</b>			
Project Management		8,373,347	
Commission		640,821	
	<u>50,337,316</u>	<u>9,014,167</u>	<u>41,323,149</u>
<b>INTERIM FINANCING</b>			
Project Financing		332,016	
	<u>31,400,000</u>	<u>332,016</u>	<u>31,067,984</u>
<b>PROGRAM CONTINGENCY</b>			
Program Contingency - CAWTP	40,925,499	-	40,925,499
<b>CRD PROGRAM EXPENDITURES</b>			
		4,279,434	(4,279,434)
<b>TOTAL PROGRAM EXPENSES</b>	<u><b>787,907,200</b></u>	<u><b>46,194,256</b></u>	<u><b>741,712,944</b></u>