REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS
for the
FAULDER WATER SYSTEM UPGRADES

June 5th, 2015
DEFINITIONS

“CONTRACTOR or CONSULTANT” means the Proponent whose Proposal has been accepted by the Regional District and is awarded a contract by the Regional District to carry out the Work.

“PROPOUNDER” means the responder to this RFP.

“PROPOSAL” means a proposal to carry out the Work submitted by a Proponent in response to this RFP.

“REGIONAL DISTRICT” means the Regional District of Okanagan-Similkameen.

“RFP” means this Request for Proposals.

“WORK” means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan Similkameen is requesting submission of Proposals from qualified consultants to provide a complete set of engineered design drawings, tendering services and construction services for several of the upgrades to the Faulder water system. This upgrade work will include additional piping and electrical from the new drilled well, connection requirements for the package uranium treatment system, electrical and instrumentation upgrades at the existing pumphouse and several other components. The installation of the new well and supply of the uranium treatment system is not included within the scope of this Work.

1.2. BACKGROUND

The Regional District of Okanagan-Similkameen owns and operates the Faulder water system to supply domestic water to 79 connections with an estimated population of 215 residents. The water system is supplied from a groundwater well located near the confluence of the east flowing Trout Creek and south flowing Darke Creek within the Meadow Valley Aquifer.

The system has been experiencing challenges with water quality and water supply. The well water supplying the community does not meet the Interior Health Authority and the Guideline for Canadian Drinking Water Quality Standard for uranium of 0.020mg/L. The average concentration of uranium is approximately 0.028mg/L.

Additionally the existing groundwater well is showing signs of deterioration that would require significant rehabilitation work if it was to continue as the supply source.
1.3. PRE-PROPOSAL MANDATORY SITE MEETING

A mandatory site meeting is going to be held on **Thursday, June 11th, 2015 at 2:00pm** local time. The meeting will begin at the Faulder Water Pumphouse at 133 Kettle Place in Faulder.

Minutes covering the relevant questions received at the site meeting will be assembled and distributed as an addendum to the RFP. These minutes will be the official response for the purposes of the RFP.

1.4. SUPPORTING DOCUMENTS

[ftp://rdosftp:Transfer1@ftp.rdos.bc.ca/Outgoing/FaulderSupportingDocuments](ftp://rdosftp:Transfer1@ftp.rdos.bc.ca/Outgoing/FaulderSupportingDocuments)

- Faulder Water System Fish Lk Road
- Faulder pumphouse and reservoir asbuilts
- 91-851-Cover Collection System-all

Figure 1: Location of Faulder in relation to Penticton, Summerland and Naramata
Figure 2: Location of Faulder Water Pumphouse
2. INSTRUCTIONS TO PROPOMENTS

2.1. SUBMISSION OF PROPOSALS

The Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the RFP program title, and be addressed to the following:

Public Works Department – Engineering Services  
Regional District of Okanagan-Similkameen  
101 Martin Street  
Penticton, B.C. V2A 5J9

or

Candace Pilling  Cpilling@rdos.bc.ca

Proposals must be received on or before the Closing Time of:

TIME: 3:00 PM local time  
DATE: Friday, June 19th, 2015

Proposals may be submitted by email and/or hardcopy until the Closing Time specified. It is the Proponent’s sole responsibility to ensure its Proposal is received at the address or email set out above by the Closing Time. If hardcopies are sent please submit three (3) copies. Proposals will not be opened publicly.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by fax, email or hard copy. It is the Proponent’s sole responsibility to ensure the revisions are received by the Regional District prior to the Time of Closing.

Proposals received after the Closing Time will not be accepted or considered and will be returned.

2.2. INQUIRIES

All inquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and may be distributed through an addendum at the Regional District’s option. Any questions regarding this RFP must be submitted at least five (5) working days prior to the Closing Date. Any questions submitted after this date may not be answered.

Candace Pilling – Engineering Technologist  
Regional District of Okanagan-Similkameen  
101 Martin Street  
Penticton, BC V2A 5J9  
Fax: (250) 492-0063  
Email: Cpilling@rdos.bc.ca
Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by the Regional District. All Addenda is to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal or written discussion between the Regional District directors, trustees or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum.
3. GENERAL TERMS OF PROPOSAL PROCESS

3.1. PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the Regional District, or any of its member municipalities, will be accepted. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

3.2. PROPOSAL EVALUATION

The Regional District recognizes that “Best Value” is the essential part of purchasing a product and/or service and therefore the Regional District may prefer a Proposal with a higher price, if it offers greater value and better serves the Regional District’s interests, as determined by the Regional District, over a Proposal with a lower price. Appendix A contains the information regarding how Proposals will be evaluated. The evaluation team will not be limited to the criteria listed in Appendix A, and the evaluation team may consider other criteria that the team identifies as relevant during the evaluation process. However, any criteria considered will be applied evenly and fairly to all Proposals.

The Regional District, at its sole discretion, reserves the right to:
- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in the Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- issue addenda to the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or contractors for assistance in evaluating Proposals,
- request points of clarification to assist the Regional District in evaluating Proposals,
- negotiate changes with the successful Proponent,
- award separate contracts for separate work components, and
- withdraw the Request for Proposals.

3.3. PROPOSAL PRESENTATION

The Regional District reserves the right to request one or more of the Proponents whose submissions are of particular interest to the Regional District, to make an oral presentation to the Regional District.

3.4. PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION

All submissions become the property of the Regional District and will not be returned to the Proponent. The Regional District will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that the Regional District is a “public body” as defined in and
subject to the provisions of the Freedom of Information and Protection of Privacy Act.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

The rationale for keeping information confidential under this legislation includes:

a) Trade secrets of the Proponent;

b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or

c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

3.5. CONFLICT OF INTEREST

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Regional District, its elected or appointed officials or employees, any property ownership direct or indirect in the Electoral Area “F” jurisdiction. The Regional District may rely on such disclosure.

3.6. NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

3.7. LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the Regional District in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

3.8. NO CONTRACT

This RFP is not a tender and does not commit the Regional District in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the Regional District by this RFP or submissions prior to the completed execution of a formal written Contract.
3.9. ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal will be made in writing from the Regional District, and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with the Regional District to perform the works or services set out and agreed upon in the Proposal.

The agreement that the successful Proponent will be expected to execute with the Regional District will contain terms similar to those contained in the draft Contracting Services Agreement provided in Appendix B. The agreement attachments will include the entire Request for Proposal, the Proponent’s total Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

3.10. PROPOSAL CONTENT

Content to be included in the Proposal:

- Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address and telephone number of any branch office, affiliate or subcontractors(s) that will be involved in the project.

- **Project Manager:** The Proposal shall identify the proposed project manager who will be the single point of contact, responsible for direct interaction with the Regional District. State his/ her position and professional discipline. Describe the work to be performed by the project manager, his/ her qualifications and substantive experience directly related to the proposed Work.

- **Proposed Project Team:** The Proposal shall list key individuals including the project manager who will have major responsibilities for the performance of the Work. Describe the work to be performed by each listed individual and their qualifications in terms of education and substantive experience directly related to the proposed project.

  The Proposal shall include the following endorsement:

  “**Identified Key Project Team members shall only be replaced with written approval of the Regional District.**”

- **Methodology:** The Proposal shall contain an outline of strategies and skills that will be used to manage the project’s expectations, resources, budget and to ensure quality control. How will the environmental aspects be managed? Discuss how each task will be carried out and what services or interaction is required from/ with the Regional District. Suggest alternative, if appropriate. Identify any specialized equipment, unique approaches, or concepts or cost saving measures which your company may use relevant to the required services.

- **References:** The Proposal shall provide no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering services for the experience cited.
3.11. SUBCONTRACTORS AND SUBCONSULTANTS

The Proposal shall include the company name of all subcontractors and subconsultants proposed to be used in the performance of the Work with a description of the work they would be performing.

The subcontractors and subconsultants listed in the Proposal may not be changed without the written consent of the Regional District. If the Regional District so requires, the Proponent shall be prepared to confirm to the Regional District the competence of subcontractors and subconsultants prior to acceptance of the Proposal.

3.12. PROPOSAL CONTENT & INNOVATION

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject that may, along with other things, indicate cost initiatives, improved environmental impacts, better public relations and/ or project acceptance, reduced risk, improved management or administrative efficiencies, etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes.

3.13. SAFETY REQUIREMENTS

During completion of the work, the Contractor is required to meet or exceed at all times, the requirements as detailed in the Regional District Health & Safety Manual.

3.14. WORKERS COMPENSATION ACT

The Proponent, and any proposed subcontractors and subconsultants, should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.
4. SCOPE OF WORK AND SCHEDULE

4.1. STATEMENT OF UNDERSTANDING

In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to complete the project. It is the Proponent’s responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP.

4.2. SCHEDULING

Proponents will provide a proposed project schedule indicating the tasks and deliverables.

Important milestone dates for the project include the following:

- Award of project Tuesday, June 23rd, 2015
- Predesign completion including estimate and draft tender – July 22, 2015
- Final design and tendering of selected work – July 28th, 2015
- Tender Closing – August 17th, 2015
- Award of Tender – August 20th, 2015
- Arrival of Uranium Treatment System – September 21st, 2015
- Construction Completion – November 6th, 2015
- Wellhead protection plan and water conservation plan for the Faulder Water System completion – November 6th, 2015

4.3. WORK PLAN

The Work will include bringing together many different components of the Faulder Water System upgrade project to reach completion.

Golder Associates Ltd. has been contracted to drill, install and test a new well that will satisfy all the requirements for installation of a new water source. The well will be drilled and tested by a third party subcontracted to Golder Associates and will not form part of the Work in this RFP. The exact locations for the new well is not yet known but is expected to be within about 250m of the existing well.

A package uranium treatment system has been ordered and will be supplied (expected delivery is September 21st, 2015), installed and commissioned by BI Pure Water. It will be a compact pre-assembled system that will require electrical, instrumentation and civil works to be in place. The design of the uranium treatment system is currently underway. A Plan view; Piping and Instrumentation Diagram and Summary of Equipment/Bill of Materials will be available for the successful proponent. The uranium removal system will be contained in a 10 foot standard seacan that would be placed on a compacted gravel base beside the existing pumphouse.
The WORK for this project will include the following tasks:

- Review and approve the proposed Uranium System detailed design drawings.

- Prior to the shipping of the manufactured uranium treatment system, the Consultant, or his preapproved representative, will visit the BI Pure Water manufacturing site in Surrey, BC to inspect and approve the uranium treatment system.

- Prepare engineering design drawings, specifications and installation details for:
  - The new well pump required for the system including connection to the new water system and a spare pump and motor if the new pump does not match the old spares specifications. Include provisions for a water sampling port as well as water level monitoring (the SCADA system could be available to tie into)
  - Assess the current infrastructure and determine if any changes and/or upgrades are required to electrical and instrumentation systems (i.e. increasing the transformer, moving the VFD).
  - Upgrade of existing VFD complete with required filters and equipment to mitigate issues with harmonics.
  - Electrical and civil work required to bring water from the new well to the existing pumphouse.
  - Installation requirements for the uranium treatment system which include piping, electrical and instrumentation connections, and suitable crushed gravel base beside the existing pumphouse.
  - Assess internet options for the pumphouse (Telus DSL, ABC wireless, cellular, etc.), including any modifications or design requirements.
  - Installation of a SCADA System with remote access capability and trending capabilities at the pumphouse and new treatment system. (Note: an existing SCADA system is in place that may be able to be upgraded).
  - Upgrading the existing PLC and Auto-Dialer at the pumphouse and new treatment building.
  - Installation of a well level transducer for continuous online monitoring of aquifer level.
  - Installation of a telemetry system for communications between pumphouse/treatment building and the reservoir and booster station with capacity to relay alarms from the reservoir and booster station to the pumphouse to eliminate the existing Telus leased signal line.
  - Installation of a standalone building security/fire alarm system with callout capability at the pumphouse/treatment building.
• Prepare a detailed installation plan that must include provision for temporarily providing water service during the construction if it will be disrupted.

• Prepare and submit required documents to obtain all required permits for completion of the Work.

• All survey work as required.

• Prepare cost estimates.

• Tender document preparation based on MMCD Platinum Edition.

• Provide tendering services and recommendation for project award to the Regional District. This includes preparation of advertisement, issuance of documents, clarifications, addendums, and bid review. The Regional District will have the advertisements published and posted on appropriate websites.

• Contract document administration during construction.

Provide all necessary construction layout, inspection, supervision, testing and certification to successfully conclude this project and bring the upgrades into service.

Design and construction for the watermains are to be completed in accordance with the Regional District Subdivision Servicing Bylaw and the Drinking Water Protection Act.

RDOS may negotiate with the prospective consultant to minimize or change some of the requested duties prior to signing a contract.

**OPTION WORK ITEMS**

The RDOS may incorporate the following components into the Work as outlined in the RFP. Please provide details and costing (separately) in your proposal for the following optional items:

• Prepare a wellhead protection plan that includes:
  
  o Public consultation and education;
  
  o Defining the well protection area; and
  
  o Identifying potential contaminants.

• Preparation of a water conservation plan for the Faulder Water System:
  
  o Identify current water consumption;
  
  o Set water reduction target;
  
  o Outline the community’s current and planned water conservation actions/measures;
Identify current and planned mitigation and adaptation strategies to address climate change;

Detail how strategies/initiatives will be implemented (i.e. schedule, staff responsibility, funding possibilities, etc.); and

Link the plan to other regulatory mechanisms, policies and plans (i.e. OCPs, water master plan, wastewater management strategy, Climate Action Plan, BC Living Water Smart, etc.).

### 4.4. GENERAL SERVICES

It is anticipated that the successful Proponent; along with any required sub consultants, will provide the following general services as a minimum:

- Work collaboratively with Regional District staff;
- Provide construction inspection/observation services; and
- Assist the Regional District on warranty and guarantee claims and provide trouble shooting services after installation on an as required basis.

### 4.5. DRAWINGS:

All drawings shall use SI units throughout and shall use Geodetic datum and UTM Nad 83 coordinates.

Drawings shall be drawn and saved in DWG format, and shall meet standards acceptable to the Regional District’s Geographical Information Systems (GIS) department.

All drawings shall be provided in DWG and PDF format.

All drawings shall be signed and sealed by a Professional Engineer registered in the Province of British Columbia.

Two (2) full size hard copies of all the Record Drawings will be provided to the RDOS.
5. COMMUNICATIONS

Regular updates to the Regional District project manager are required throughout the project. Describe a communications plan with Regional District staff for the Work.

Communication with the public affected by the water disruptions will be required. Describe in detail the proposed communications plan and if available, examples of information flyers that would be sent out.

At minimum the homeowners must receive a detailed description of how the work will be completed including Contractor contacts, Regional District contacts, and installation schedule with estimated water shut off time. The Regional District shall approve all communications prior to being sent to residents.

A. Final Report

At the completion of the project a final report shall be supplied to the Regional District that summarizes the complete project. The report must include specifications for all material used.

For the final documentation, submit three (3) hard copies and one (1) electronic copy of all reports, spreadsheets and documents to the Regional District. Draft documents may be reviewed electronically.

Electronic copies shall be provided in PDF format and/or MS Word and Excel.

B. Safety Procedures

Prior to the start of the project, the successful Proponent is required to supply the Regional District with their safety procedure manuals. At this time the Proponent will also be informed of the Regional District’s safety requirements. During the progress meetings, safety issues must be discussed and addressed.

C. Environmental Report

The Consultant is required to track all fossil fuel consumption throughout the entire project for all equipment used, including subconsultants. This includes all subcontractors. Specifically the tracking of vehicle type, type of fuel, quantity used and kilometers driven is required as a minimum. The Proposal shall describe how the Consultant will track and report to the Regional District the fossil fuel consumption during the entire project.
6. FEES AND DISBURSEMENTS

The Proposal shall specify a maximum or upset fee up to and including the completion of design drawings and specifications suitable for inclusion in tendering documents. Any costs incurred by the Consultant above the submitted maximum cost will be the sole responsibility of the Consultant unless pre-approved by the Regional District.

An estimate of cost for tendering services and construction services shall be identified in the proposal.

For tendering services, the estimate should include a lump sum amount for tender document preparation and the entire tendering process up to recommendation of award and contract document preparation. Advertising costs for tendering will be the responsibility of the RDOS.

Construction services estimate should be provided in a weekly breakdown format that includes all appropriate staff and equipment fees. An estimate of the required number of weeks for the construction services shall also be provided.

Prior to commencement of tendering and/or construction services, the proposed costs will be reviewed and agreed upon by both parties.

A schedule of hourly rates for all personnel proposed, equipment and disbursement rates for all phases of the project shall be included in the Proposal. Ensure sufficient detail is provided to facilitate evaluation of level of effort by task and cost.

Fee Estimates must include all applicable taxes, but show taxes as separate items.

The Proponent will include details in their Proposal on what services the Regional District will need to carry out over the course of the Work.
# REQUEST FOR PROPOSALS EVALUATION FORM

**Proponent’s Name:** ________________________________

**Project Title:** Faulder Water System Upgrades

**Evaluation Date:** ________________________________

**Evaluator:** ________________________________

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### Step 1: Mandatories

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### Step 2: Proponent (15-30 points)

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### Proposal (30-50 points)

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### Price (20-50 points)

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<td>Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (20% weight)</td>
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### Total Score

| Proponent + Proposal + Price Scores | 100 |

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1. Requests for Proposals (RFP’s) shall be reviewed by an Evaluation Team, which shall consist of at least two staff members.

2. Each Evaluation Team member shall complete the RFP Evaluation Form for each Proposal.

3. Evaluation Team Members will use the following list of questions to complete the RFP Evaluation Form:
Proponent Evaluation

(i) Qualifications of Firm and Project Team Members
Are the firm and project team members specialized and qualified in the nature of the project work?

(ii) Experience of Firm and Project Team Members
Has the firm completed similar projects during the last three years? Do the assigned project team members have experience with similar projects?

(iii) Past Performance
Is the firm’s record of past performance sound? Do reference checks reveal weaknesses? Was abnormal level of monitoring required? Does the firm consistently complete assignments on time and within budget?

(iv) Resources
Does the firm have ample resources (e.g. staff, equipment, etc.) to apply to this project?

Proposal Evaluation

(i) Scope
Do the objectives, scope, work plan, and prediction of results comply with the terms of reference and project objectives?

(ii) Methodology
Is the methodology clear and in sufficient detail to cover all necessary aspects? Does the Proposal reflect the required understanding of the project? Is each task clearly outlined and in logical sequence?

(iii) Environmental Performance [see criteria below]
What is the environmental burden and unit cost of a product or service, from its design through to production and then final disposal?

(iv) Scheduling
Does the Proposal indicate that the achievement of objectives will be met according to an acceptable schedule? Are they within the timelines set by the terms of reference (if outlined in the terms of reference) Are problems or delays accounted for? Is timing realistic for the project?

(v) Project Team
Is the level of effort (total hours) adequate, low or high? Are the hours of professionals involved adequate, low or high? Is the proportion of professional vs. technical hours adequate or appropriate?

(vi) Clarity of Proposal
Is the Proposal clear, concise, and logical?

Price Evaluation

(i) Total Price

4. Upon completion of Step 2, the Evaluation Team shall determine, by consensus, the score for each Proposal and will forward these scores to the Board for its consideration to select the successful Proponent.
Environmental Performance Decision Criteria

Basic evaluation criteria for rationalizing the purchase of environmentally sound alternatives:

(i) Does the alternative product meet or exceed the minimum required performance specifications? (e.g.) durability, safety, structural integrity. (If no, use the conventional product; if yes move to (ii)).

(ii) Is the unit pricing of the alternative product equal, or less than, the conventional product? (If yes purchase the alternate product; if no move to (iii)).

(iii) What is the total annual cost differential of using the alternate product instead of the conventional? (If the effect on budget is nominal use the alternate product; if the effect on budget is more than nominal go to (iv)).

(iv) By using the alternate product are there any offsetting benefits that can be clearly measured and recorded in cost avoidance accruing to the same Business Unit, or to other business Units and, if so, do those benefits equal or exceed the extra acquisition costs? (If yes purchase the alternate product; if no go to (v)).

(v) Are there any other benefits that are not measurable in any direct monetary sense but are benefits that we ought to realize for other on-pecuniary reasons?, e.g. “green benefits” such as reduced pollution, air emissions, effluent release, recyclable & disposal issues etc. (If no, purchase the conventional product; if yes define those reasons and report them through established reporting channels to get the increased budget commitment approved. In either case go to (vi)).

(vi) If acquisition of the alternative product at the higher cost is approved purchase the alternate product; if not purchase the conventional product.
CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made the ___________ day of __________________________ , 2013.

BETWEEN:

REGIONAL DISTRICT OF OKANAGAN-SIMilkAMEEN
101 Martin Street
Penticton, British Columbia, V2A 5J9

(hereinafter called the “Regional District”)

OF THE FIRST PART

AND:

___________________________________________________________________
___________________________________________________________________
___________________________________________________________________
___________________________________________________________________

(hereinafter called the “Consultant”)

OF THE SECOND PART

WHEREAS the Consultant has agreed to provide certain professional services to the Regional District in connection with a certain project described as follows:

___________________________________________________________________
___________________________________________________________________
___________________________________________________________________

AND WHEREAS the parties hereto wish to set out herein their respective rights and obligations.

NOW THEREFORE, the Regional District and the Consultant in consideration of their mutual rights and obligations as hereinafter set forth do hereby agree as follows:

Article 1 Consultant’s Duties

1.1 The Consultant shall provide to the Regional District all services set out in the Request for Proposal (attached hereto as Schedule “A”) and the Consultant’s Proposal (attached hereto as Schedule “B”), both of which form part of this agreement.

1.2 In performing the Services under this Agreement, the Consultant shall, at all times, act in the best interests of the Regional District and exercise that degree of professional skill, care and diligence required according to generally accepted professional science and engineering standards applicable to the performance of such Services at the time and place the Services are performed.
1.3 It is agreed that in awarding the professional services encompassed within this agreement to the Consultant, the Regional District has relied upon the Consultant’s representations concerning the experience of certain identified personnel in the employ of the Consultant. It is agreed that, in performing the services under this agreement, the Consultant shall assign such identified personnel to the project.

1.4 The Consultant shall request of the Regional District any information or data contained in Regional District files which the Consultant requires in order to perform the services. The Regional District is only obligated to provide to the Consultant information and data that is pertinent to the terms of reference and work program set out in Schedules “A” and “B”. The Consultant may rely on such information or data as may be provided by the Regional District without independent verification.

1.5 To ensure that the Project is processed in a timely manner, the Consultant and the Regional District will apply their best efforts to meeting the following deadlines:

a) Phone call inquiries from the Regional District will be returned within 24 hours;

b) Public inquiries to the Consultant on technical issues will be returned within 48 hours;

c) Meetings will be scheduled within 5 working days from date of request;

d) Review comments for material submitted by the Consultant will be processed by the Regional District within 14 days of receipt.

1.6 At the commencement of the Project, the Consultant shall, at the Regional District’s request, provide the Regional District with a detailed analysis of the cost estimate for each component of the project including a monthly and cumulative cash flow relative to the approved schedule of work. The cost estimates for fees and disbursements shall be as set out in Schedule “B”.

Costs which have not been identified by the Consultant in the cost estimate will not be paid by the Regional District without prior approval and confirmation in writing. No payment shall be made to the Consultant for cost overruns that have not been the subject of prior notice and approval by the Regional District.

Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Regional District.

**Article 2 Fees and Disbursements**

2.1 Invoices may be rendered on a monthly basis prorated to the work completed or, at the conclusion of each phase by the Consultant to the Regional District, and shall be delivered to the Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton, British Columbia, V2A 5J9. Invoices shall be payable in full by the Regional District within thirty (30) days of receipt.

2.2 The Consultant shall provide all necessary and sufficient substantiation to the Regional District in order to verify any invoice upon request. If the Regional District is unable to verify any invoice within the said period, any payment by the Regional District either may be withheld or may be made and treated as an advance pending verification of the invoice.

2.3 Any necessary adjustments which have not been made prior to payment of an invoice may be made by the Regional District at the time of a later payment. If the Regional District is shown to have overpaid, the Regional District may deduct the amount from any other sums due to the Consultant from the Regional District or the Consultant shall pay the amount to the Regional District within thirty (30) days of the amount being agreed upon or otherwise established.
2.4 The Regional District may request the Consultant to submit prior to payment of the final invoice a statutory declaration or other proof that there are no outstanding costs, assessments, liens or claims in connection with the project.

**Article 3 Confidentiality, Ownership and Use of Documents and Materials**

3.1 The Consultant shall act in a confidential manner and make his best efforts to keep confidential all communications, plans, specifications, reports or other information used in connection with the project unless the same are stated by the Regional District to be in the public domain except as required by law; or by prior written consent of the Regional District. The Consultant shall instruct all his employees and agents of the obligations under this Article.

3.2 All studies, reports, drawings, plans, designs, specifications, models, photographs, software; i.e. custom applications, digital data, etc., and other intellectual properties and materials developed for the Regional District are the property of the Regional District regardless of whether the project proceeds and the Regional District reserves the copyright, patent and trademark therein and in the work executed there from and they shall not be used on any other work without the prior written agreement of the Regional District.

3.3 The Regional District acknowledges and agrees that the Consultant’s Services have been provided for a specific purpose. Any reuse, modification, or misuse of the Consultant’s studies, reports, drawings, plans, designs, specifications, models, software, processes, documents, or other information by the Regional District or third parties shall be at the Regional District’s sole risk and responsibility.

**Article 4 Special Tools and Equipment**

4.1 All necessary special tools, equipment and other things shall be acquired by the Consultant solely at the Consultant’s cost and shall be the property of the Consultant unless the Regional District specifically authorizes the purchase of a specific item at the Regional District’s expense.

4.2 The cost of special tools, equipment and other things that have not been specifically identified in detail by the Consultant or specifically authorized in writing by the Regional District during performance of the project shall be considered to be within the overhead of the Consultant.

4.3 If the Regional District specifically authorizes, in writing, that the Consultant shall purchase any special tool, equipment, or other things at the expense of the Regional District then such items shall become the property of the Regional District. The Consultant shall bear the risk of loss or damage, normal wear and tear excepted, to all such items for the time when such items are out of the possession and control of the Regional District. Upon completion of the project, the Consultant shall deliver all such special tools, equipment and other things to the Regional District.

**Article 5 Sub-Consultants and Sub-Contractors**

5.1 The Consultant may, with the prior written approval of the Regional District, engage the services of sub-consultants or sub-contractors to perform work which the Consultant is unable to perform.

5.2 The Consultant shall advise the sub-consultants and sub-contractors in writing prior to their participation in the project of the duties and obligations arising out of this agreement between the Consultant and the Regional District.
5.3 The Consultant shall be responsible to the Regional District for all work carried out by sub-
consultants and sub-contractors in connection with the project as if such work had been
performed by the Consultant.

5.4 The Consultant shall be responsible to the Regional District for the acts and omissions of all sub-
consultants and sub-contractors, their employees and agents, as if such sub-consultants and sub-
contractors, their employees and agents, were persons directly employed by the Consultant.

**Article 6 Termination and Suspension**

**By the Regional District:**

6.1 If the Consultant is in default in the performance of any of his material obligations set forth in this
agreement, then the Regional District may, by written notice to the Consultant, require such
default to be remedied.

If, within thirty (30) days after delivery of such notice, such default shall not have been corrected
or reasonable steps to correct such default have not been taken, the Regional District may,
without limiting any other right or remedy the Regional District may have, immediately terminate
this agreement and discharge its obligations under this agreement by paying for the cost of the
services rendered and disbursements incurred by the Consultant and remaining unpaid as of the
effective date of the termination.

6.2 If the Regional District decides for any reason not to proceed with the Project, the Regional
District may terminate this agreement by giving thirty (30) days prior written notice to the
Consultant. Upon receipt of such written notice, the Consultant shall perform no further services
other than those reasonably necessary to close out the project.

In such event, the Consultant shall be paid by the Regional District for all services performed and
all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective
date of such termination.

**By the Consultant:**

6.3 If the Regional District is shown to be in default in performance of any of its material obligations
set forth in this agreement, then the Consultant may, by written notice to the Regional District,
require such default to be corrected.

If, within thirty (30) days after receipt of such notice such default shall not have been corrected,
or reasonable steps have not been taken to correct such default, the Consultant may, without
limiting any other right or remedy he may have, immediately terminate this agreement. In such
an event, the Consultant shall be paid by the Regional District for all services performed and
disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date
of such termination.

6.4 If the Consultant’s services are suspended by the Regional District at any time for more than
thirty (30) days through no fault of the Consultant, then the Consultant shall have the right at any
time until such suspension is lifted by the Regional District, to terminate this agreement upon
giving written notice thereof to the Regional District.

In such event, the Consultant shall be paid by the Regional District for all services performed and
all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective
date of such suspension.
Article 7 Compliance With Laws

7.1 The Consultant shall comply with all applicable bylaws and regulations of the Regional District and all applicable laws of the Province of British Columbia and the Government of Canada. Without restricting the generality of the foregoing, the Consultant shall abide by all provisions of the Workers’ Compensation Act of British Columbia and upon request by the Regional District shall supply proof that all assessments have been paid.

7.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

Article 8 Insurance

8.1 The Consultant shall, at his expense, establish and maintain Professional Errors and Omissions Insurance acceptable to the Regional District as follows:

1. Preliminary Project where fees do not exceed $15,000: Insurance limit shall be a minimum of $250,000 per claim and $500,000 per policy period.
2. Studies with no designing required: Insurance limit shall be a minimum of $500,000 per claim and $1,000,000 per policy period.
3. Design assignments and/or planning services covering projects not exceeding $1,000,000 in value: Insurance limit shall be a minimum of $500,000 per claim and $1,000,000 per policy period.
4. Design assignments and/or planning services covering projects exceeding $1,000,000 in value: Insurance limit shall be a minimum of $1,000,000 per claim and $1,000,000 per policy period.

8.2 The Consultant’s Professional Errors and Omissions Insurance shall be maintained continuously during the term of this Consulting Services Agreement and subsequently continue to be in force for twelve (12) months beyond the project completion date of services (i.e., submission of Final Report, as approved in writing by the Regional District). The Consultant shall provide to the Regional District a Certificate of Insurance verifying that the Consultant has such Professional Errors and Omissions Insurance. The Certificate of Insurance shall indicate that notice will be given or sent by registered mail to the Regional District at least thirty (30) days in advance of cancellation of this insurance. Upon request the Consultant shall provide the said policy of insurance for inspection by the Regional District. The Consultant shall provide the Regional District at least thirty (30) days written notice in advance of any material change or amendment to such Professional Errors and Omissions Insurance restricting coverage. Notice shall be given or sent by registered mail to the Regional District.

8.3 At the time of signing this Consulting Services Agreement, the Consultant shall provide, maintain, and pay for Comprehensive General Liability Insurance on an occurrence basis for the Consultant with insurance limits of not less than $5,000,000.00 inclusive per occurrence for bodily injury and property damage and shall include coverage for:

1. premises, activities and operations liability
2. blanket contractual liability
3. cross liability
4. contingent employer’s liability
5. owners and consultants protective liability
6. employees as additional insureds
7. personal injury
8. broad form loss of use
9. owned and non-owned automobile liability
10. the Regional District as an additional insured

8.4 The Consultant shall, at all times, indemnify and save harmless the Regional District and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage, inclusive of claims made by third parties, to the extent directly attributable to the negligent acts, errors, or omissions of the Consultant.

The Regional District shall, at all times, indemnify and save harmless the Consultant and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage, inclusive of claims made by third parties, to the extent directly attributable to the negligent acts, errors, or omissions of the Regional District.

Article 9 Arbitration

9.1 All matters in dispute under this agreement may, with the concurrence of both the Regional District and the Consultant, be submitted to arbitration to a single arbitrator appointed jointly by them and the provisions of the Commercial Arbitration Act shall apply.

9.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the project or in the affairs of either the Regional District or the Consultant.

Article 10 Independent Contractor

10.1 Nothing in this agreement or the Consultant’s performance of his duties under this agreement shall constitute or create an employer-employee relationship. The Consultant shall act solely as an independent contractor and not as an employee or agent of the Regional District and is not authorized to create obligations on the part of the Regional District to third parties.

Article 11 Waiver

11.1 Any failure of the Regional District at any time to enforce or require strict compliance with any of the terms of this agreement shall not constitute a waiver or relinquishment of any such terms and the same shall remain at all times in full force and effect.

Article 12 Records and Audit

12.1 The Consultant shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than twelve (12) months after completion of the Project or for such extended period as the Regional District may request in advance and in writing.

12.2 The Consultant shall permit the Regional District to inspect, audit and copy all records, accounts, statements and other relevant documents of the Consultant relating to the Project at all reasonable business hours in the offices of the Consultant unless otherwise agreed in writing by the parties.
**Article 13 Successors and Assigns**

13.1 This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns.

13.2 Neither party may assign this agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

**Article 14 Notices**

14.1 All notices required by this agreement to be given by either party shall be deemed to be properly given and received within two (2) business days, if made in writing to the other party, by registered mail, or facsimile addressed to the regular business address of such party.

**Article 15 Term**

15.1 The parties hereto agree that the Term of this Consulting Services Agreement will be

____________________________________________________________________________

____________________________________________________________________________.

**Article 16 Entire Agreement**

16.1 This agreement constitutes the sole and entire agreement between the Regional District and the Consultant relating to the Project and supersedes all prior agreements and communications between them whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties whether expressed or implied shall form a part hereof.

16.2 The Consultant, by signing this agreement, is agreeing in writing to be the Principal Consultant and agrees to perform all the duties and responsibilities of the Principal Consultant as set out in the most current edition of the Workers’ Compensation Board, Occupational Health and Safety Regulation including amendments and the duties and responsibilities normally required of a consultant by the Workers’ Compensation Board.

16.3 Wherever the masculine gender is used in this agreement it includes the feminine and body corporate where the context so requires.
IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

The signatures of the Signing Authority of the REGIONAL DISTRICT OF OKANAGAN - SIMILKAMEEN was hereto affixed:

Mark Pendergraft, Chair

Bill Newell, Chief Administrative Officer

CONSULTANT by its authorized signatories:

Authorized Signatory

Authorized Signatory

Corporate seal