



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

For

WILLOWBROOK WATER SYSTEM UPGRADES PLAN AND DESIGN

RDOS-18-PW-53

FEBRUARY 08, 2018

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

WILLOWBROOK WATER SYSTEM UPGRADE PLAN AND DESIGN

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1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan-Similkameen (RDOS) is requesting submission of proposals from qualified proponents to draft a phased master upgrade plan to address deficiencies in the Willowbrook water system. The successful proponent will then complete design on the first phase of upgrade components selected to be the most cost effective use of currently available funds. The successful proponent will then follow through with preparation of tender documents and construction administration/inspection services. .

1.2. BACKGROUND

The Regional District of Okanagan-Similkameen owns and operates the Willowbrook water system. The Willowbrook water system is located within Electoral Area C between Oliver and Okanagan Falls. It provides drinking and irrigation water to approximately 80 connections. The water source, a groundwater well, pumps into the distribution system and up to a reservoir on a nearby property. The reservoir feeds the distribution system, of approximately 4.5 km of pipe, by gravity to each connection.

The well draws its water from a shallow unconfined aquifer (aquifer Number 257) that is categorized as a high productivity, high vulnerability aquifer. A deeper confined bedrock aquifer (aquifer 1107) is located below aquifer 257 however based on available hydrogeological data, this confined aquifer would not be sufficient to meet the water demands of the system users.

In October 2017, the Interior Health Authority (IHA) completed a risk assessment on the system and its source water. The assessment determined that the system's *Groundwater is at Risk of Containing Pathogens* (GARP). The RDOS is requesting submission of proposals to address the issues noted in the assessment as part of the master plan, namely the lack of source water protection and issues with water quality.

The successful proponent will undertake a review of all background documents and provide a master plan that outlines the most cost efficient solutions for the problems noted in the GARP assessment from the Interior Health Authority (IHA). Due to the limited budget and short time frame for the project, a full hydrological assessment of the area and aquifer will not be part of the scope of this project. The successful proponent will only use existing hydrological data to draft their system plan and complete their design.

1.3. SUPPORTING DOCUMENTS

The following documents are available for use in the drafting of proposals and will be used in drafting the :

- MMM Group Limited – Willowbrook Water System Assessment 2015
- IHA Memo on the Willowbrook Water System GARP Assessment 2017
- Summit Consultants Ltd. Report 2006
- Willowbrook well and pump station as-built
- Willowbrook water system map
- Existing pump house location Right of way drawing
- 525 Johnson Crescent Right of Way Drawing
- Aquifer 257 Description
- Aquifer 1109 Description

Please email Shane Fenske for a link to the electronic copy of the documents:

sfenske@rdos.bc.ca

2. INSTRUCTIONS TO PROPONENTS

2.1. SUBMISSION OF PROPOSALS

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 submitting by hardcopy please enclose three (3) hard copies and an electronic copy on a memory stick.

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

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

AND/OR

The Proposals should be e-mailed to the following:

Shane Fenske at sfenske@rdos.bc.ca

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

**TIME: 3:00 PM local time
DATE: Thursday, February 28, 2018**

Proposals will not be opened publicly. The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District's mail system.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by email or hard copy to the address above.

It also is the Proponent's sole responsibility to ensure their revisions were received, at the e-mail or address set out above, prior to the Closing Time.

Proposals received after the Closing Time will not be considered or evaluated.

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 providing new information will be recorded and distributed through an addendum.

Shane Fenske, Engineering Technologist
Email: sfenske@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 Addenda emailed directly to the Proponents from 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 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. The Regional District shall not be responsible for Proponents adjusting their Proposals based only on oral instructions by any representative of the Regional District.

2.3. SITE MEETING or PRE-PROPOSAL MEETING

A **MANDATORY** pre-proposal site meeting is scheduled for **1:30 PM on February 14, 2018**. The meeting will begin at the Willowbrook water system pump house located at 181 Carr Crescent in Willowbrook.

This site meeting will be the only opportunity proponents will have to view the sites prior to the proposal submission. Please contact the RDOS to confirm attendance.

Please email Shane Fenske to confirm attendance and receive a location map:
sfenske@rdos.bc.ca

Proposals will not be considered or evaluated if the proponent was not in attendance at the **mandatory** site meeting.

3. GENERAL TERMS OF PROPOSAL PROCESS

3.1. DEFINITIONS

“Addenda” means all additional information regarding this RFP including amendments to the RFP;

“Agreement” or **“Contract”** means a contract that is issued to formalize the Work with the successful Proponent based on the proposal submitted and incorporate by reference the Request for Proposal, any addenda issued, the Proponent’s response and acceptance by the Regional District.;

“Consultant” means the person(s), firm(s) or corporation(s) appointed by the Regional District to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal.;

“must” or **“mandatory”** or **“shall”** means a requirement that must be met;

“Proponent” means the responder to this RFP with the legal capacity to contract;

“Proposal” means a written response to the RFP that is submitted by a Proponent;

“Regional District” means the Regional District of Okanagan-Similkameen;

“Request for Proposals” or **“RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District;

“Services” means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

“should” or **“may”** means a requirement having a significant degree of importance to the objectives of the RFP but is not a mandatory requirement

“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.

3.2. ACCEPTANCE OF TERMS AND CONDITIONS

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda. The Proponent shall provide a brief listing of all proposed modifications and /or deletions to the terms and conditions set out in the RFP, or it will be deemed that every clause will be strictly adhered to.

A Proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s Proposal.

3.3. 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.

3.4. 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,
- 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
- withdrawal the Request for Proposals.

3.5. 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.

3.6. PROPOSAL VALIDITY

Proposals will be open for acceptance for at least 60 days after the closing date.

3.7. 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.

3.8. ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal for the Work 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 sample Consulting 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. Any agreement arising from this Request for Proposals will be governed in accordance with the laws of the Province of British Columbia.

3.9. LIABILITY FOR ERRORS

While the Regional District has expended considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, nor is it comprehensive or exhaustive. Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Scope of Work.

3.10. 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.

3.11. 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 Regional District jurisdiction. The Regional District may rely on such disclosure.

3.12. 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.

3.13. NOT AN EMPLOYEE

The successful Proponent will acknowledge and agree that neither the Proponent nor any person employed by or associated with the successful Proponent in the performance of the services or otherwise, is an employee of, or has an employment relationship of any kind with the Regional District or is in any way entitled to terms or conditions of employment or employment benefits of any kind whatsoever from the Regional District under any collective agreement or otherwise including but not limited to private programs or coverages and statutory programs and coverages, whether under the Employment Standards Act of British Columbia (as amended from time to time), the Workers Compensation Act of British Columbia (as amended from time to time), the Employment Insurance Act of Canada (as amended from time to time), health pay contributions or otherwise.

3.14. 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.

4. GENERAL PROPOSAL CONTENT

Content to be included in the Proposal at minimum includes:

4.1. CONSULTANT INFORMATION

- **COMPANY INFO:** 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 sub-consultant(s) that will be involved in the project.
- **PROJECT MANAGER:** The Proposal shall confirm the proposed project manager who will be the single point of contact, and responsible for direct interaction with the Regional District. Describe the work to be performed by the project manager and 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 and sub-consultant(s) 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 Work. Capacity and ability of the Project Manager and Project Team to deliver the services within the defined timeframe must be discussed

The Proposal should include the following endorsement:

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

- **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 the works or services for the experience cited.
- **EXPERIENCE:** The Proposal should include details on only the most recent three (3) or four (4) projects of related work for the Consultant and project team. 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 within the project schedule.

4.2. 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. The methodology must discuss how the Work will be completed that is listed in Scope of Work. Include other items identified and what services or interaction is required from/ with the Regional District.

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, specifically an understanding of the project critical issues.

4.3. SCHEDULING

This project is subject to the scheduling requirements as per the Clean Water and Wastewater Fund grant program and the Regionally Significant Gas Tax Program. The latest Final or Total Completion date of all completed construction of the selected design components will be December 14, 2018. No extensions are possible.

The Regional District considers time to be of great importance and would like his project completed in the shortest timeframe possible to prevent loss of grant funding. Provide an estimated schedule for the entire project using assumptions based on past relevant experience.

The anticipated day of award to the successful Contractor is March 15, 2018.

4.4. FEES AND DISBURSEMENTS

The Proposal shall contain a breakdown of fees by task as described in Section 7.0.

4.5. SUB-CONSULTANTS

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.

4.6. PROPOSAL 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 project.

4.7. SAFETY REQUIREMENTS

During completion of the work, the Consultant is required to meet or exceed at all times, the requirements as detailed in the Regional District Health & Safety Manual. Prior to any onsite work, the successful Consultant will provide their Health and Safety Manual to the Regional District at the time of Contract award.

4.8. WORKERS COMPENSATION ACT

The Proponent, and any proposed sub-contractors and sub-consultants, 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.

5. SCOPE OF WORK AND SCHEDULE

While the Regional District has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is given solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive.

5.1. COMMUNICATIONS

Project communications will be a key component in the success of the complete the project and will carry through all project phases. At minimum, the Regional District expects the following:

- All meeting materials, including agendas and minutes, will be prepared by the Consultant.
- All teleconference calls or virtual meetings, if required, shall be hosted by the Consultant.

5.2. SYSTEM UPGRADE PLAN

The successful proponent will draft a phased master plan with approximate budgets for each phase to address the water system's issues noted in the IHA's GARP assessment. It is expected that work included in drafting this plan will include:

- Review of all pertinent data and documentation available;
- Collaboration with IHA and RDOS to finalize system upgrade requirements;
- Site investigation of existing water system infrastructure;
- Information gathering from RDOS Public Works and Engineering personnel;
- Coordination and collaboration with Struthers Tech on the instrumentation and electrical components of the work as they are currently retained consultants for the RDOS

The plan should phase upgrades not only where they fall logically in the overall system plan but by their cost effectiveness in addressing the issues in the IHA GARP assessment.

5.3. DESIGN PHASE

1. Meet with the Regional District to discuss selected design objectives and ensure the expected work is understood by both parties to achieve the desired result.

Preparation of agenda should include the following items at minimum:

- Review of proposed schedule and discuss any potential changes initially identified
 - Discuss various stakeholders involvement in the project – technical and non-technical
 - Discuss known challenges and potential opportunities
2. The consultant will complete a finalized design for the works chosen by the RDOS from the consultant's plan, which can be completed under the construction budget and will have the greatest impact on the improvement of water quality and source water protection.

This design may include any of the following items:

- Expansion and upgrades for the existing pump house;
- Upgrades to the well head protection measures for the existing well;
- The implementation of a water treatment system.

This is not an extensive list of possible system upgrades and the final scope of work will be dependent on the overall plan for the water system.

5.4. CONSTRUCTION PHASE

Provide all tendering services and construction services as required based on the completed design including, but not limited to, contract administration and inspection services. Provide all necessary supervision to successfully conclude the project and bring the new Works into service.

Tendering

- Preparation of MMCD Platinum Edition unit price tender documents.
- Submission of draft tender documents to the Regional District for review and comment.
- Complete edits to the tender document as required from the review.
- Preparation of advertisement, issuance of documents, clarifications, and addendums.
 - All prepared advertising will be published and posted by the Regional District.
- Provide tender administration services including, but not limited to, responding to tender questions, issuing addenda, and preparing tender evaluation memo for award recommendation.
- Preparation of contract documents for the Regional District and the successful Contractor.

Construction Services

- Contract Administration following the MMCD Platinum Edition and signed contract terms.
- The Regional District understands that estimating a construction period timeframe and amount of work required is difficult at this stage of the project.
 - For the purposes of the Proposal assume construction will require approximately three months and will require a full-time resident inspector services. Provide a weekly construction services rate with all expenses included for both full time inspection and part time inspection that will be used during the construction period.
 - Any updates required after design completion due to variations will be discussed prior to tendering of the construction contract(s).

Commissioning Services

- Provide all oversight and instructions to the Contractor.
- Provide training to the Regional District on all operational and maintenance items identified.

5.5. POST-CONSTRUCTION / CLOSEOUT PHASE

- Prepare all record drawings based on actual construction within one month of Total Completion of the construction works.
- Prepare all operations and maintenance documentation required.
- Preparation of a commissioning report detailing out the changes made during construction and commissioning that varied from the predesign report or detailed design.

- Complete project close-out, including a debrief meeting to review project as a whole.

The above list of phases and tasks presented in the last three sections are not all inclusive of items required for completion of the Work. Any items not listed, but are required based on your expertise; please ensure they are included in the Proposal.

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

6. REPORTING REQUIREMENTS

Before the conclusion of the project all documents, including but not limited to memos, reports, photographs, video, shop drawings, manuals, spreadsheets, project management information and tracking, assessments and other documents created for the purpose of this project, will be provided on a memory stick to the Regional District. Some specific reporting requirements are detailed in the following sections.

6.1. DOCUMENTS

Biweekly written status updates to the Regional District project manager will be required throughout the entire project through email or memo. At critical points in the project, the updates may be required weekly.

The Regional District will require fully editable electronic copies of the draft and final packages in formats that are compatible with the software available at the Regional District (i.e. Microsoft Word and Excel, PDF files). The files will not be password protected.

All finalized reports must be submitted in two hard copies as well as provided electronically. Draft reports can be reviewed electronically and do not require hard copies.

6.2. DRAWINGS

Data in a GIS format (file geodatabase or shapefile) with required attributes populated. A list of attributes will be determined for each feature type during design.

Drawings shall meet standards acceptable to the Regional District's Geographical Information Systems (GIS) department and be prepared and presented in SI units and use Geodetic datum and UTM Nad 83 coordinates.

All drawings shall also be drawn, saved and provided in DWG and PDF format.

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

Two paper copies of the record drawings shall be provided in large-scale format.

7. FEES AND DISBURSEMENTS

The RDOS has a total available project budget of \$220,000 for this project. Because of the limited budget the maximum amount budgeted for the system master plan and design portion of the project is \$30,000. This will leave a budget of \$190,000 to implement the first phase upgrades construction and project closeout. If a Proponent deems \$30,000 to be insufficient to complete the scope of work requested, please propose what Work could be completed for the available funds.

The Proposal shall specify a maximum or upset fee up to and including the completion of the system plan. In the task and fee breakdown, specify the level of effort for the project team and the expected schedule. Ensure sufficient detail is provided to facilitate evaluation of level of effort.

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. Include identification of all work that would be required by the Regional District.

Construction services estimate should be provided in a weekly breakdown format that includes all appropriate staff and equipment fees.

A schedule of hourly rates for all personnel, equipment and disbursement rates (includes transportation expenses) for the project shall be included in the Proposal. The rates provided in the Proposal shall remain at these set rates through the entire design and tendering phases.

Any increase in the hourly rates provided for work during the construction and close-out phases of the project can only be negotiated prior to the end of tendering, at the beginning of the construction phase. Once the tender has been awarded, no consideration will be given to an increase in hourly unit rates for the remaining project work.

Fees must include all applicable taxes, but show taxes as separate items. All prices quoted to be in Canadian dollars.

APPENDIX "A"

REQUEST FOR PROPOSALS EVALUATION FORM

Proponent's Name: _____			
Project Title: Willowbrook Water System Upgrades Plan and Design			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Sub-consultant list submitted		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Hourly rates provided		
	Task Breakdown		
	Terms and condition changes provided		
Complete proposal as requested			
Step 2:		Assigned Points	Points
Proponent (20 points)	Qualifications of firm and project team members	5	
	Experience of firm and project team members	5	
	Past Performance / References	5	
	Resources	5	
Proposal (60 points)	Scope	5	
	Methodology	25	
	Environmental Performance	5	
	Scheduling	5	
	Project Team - Level of Effort & Capacity	10	
Clarity of Proposal	10		
Price (20 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (20% weight)	20	
Total Score	Proponent + Proposal + Price Scores	100	

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, including Project Management?
- (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 Project Manager 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 during all phases? Is this project a priority over other projects if deadlines are competing?

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? Are there any innovate aspects to the work included?
- (iii) **Environmental Performance**
Is the Proponent an active participant in enhancing environmental outcomes and reducing negative environmental impacts by incorporating alternatives into the design process? How does the corporate position on environmental performance compare with the Regional District values?
- (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 in the RFP? 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**
Based on a calculation with the difference between the Proposal and the lowest cost Proposal.

APPENDIX "B"

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2017.

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 from ___ to ___.

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:

Karla Kozakevich, Chair

Bill Newell, Chief Administrative Officer

CONSULTANT
by its authorized signatories:

Authorized Signatory

Authorized Signatory

Corporate seal

