



## Request for Proposal

for

Detailed Design

of

Isintok Dam Outlet Pipe Replacement

Reference Number:

5330-140

Issue Date:

August 2017

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## Instructions to Proponents

Project Title: District of Summerland  
Detailed Design of Isintok Dam Outlet Pipe Replacement

Reference No.: 5330-140

### IP-1 Introduction

#### IP-1.1 *Definitions*

“Briefing Date and Time” means Tuesday, August 23, 2017 at 9:00 a.m. (PST) at the Summerland Water Treatment Plant, 16700 Prairie Valley Road, followed by a site visit to the Isintok Dam.

“Closing Date and Time” means Thursday, September 7, 2017 at 2:00 p.m. (PST).

“Consultant” means a person, firm, or corporation having a direct contract with the District to provide the services outlined in the RFP.

“Director” means the Director of Works and Utilities.

“District” means the District of Summerland.

“RFP” means this Request for Proposal.

“Project” means the Isintok Dam Outlet Pipe Replacement.

“Project Manager” means the Manager of Utilities.

“Project Office” means the Works and Utilities Department  
Box 159, 9215 Cedar Avenue  
Summerland, BC V0H 1Z0

“Proposal Review Committee” means the team of qualified staff appointed by the Director to review and assess Proposals.

#### IP-1.2 Project Description

Refer to SS-1.0 ‘Project Description’

### IP-2 General Terms

#### IP-2.1 *Licences and Permits*

The successful Proponent must either obtain or possess a current District Business Licence and is responsible for obtaining or possessing any other permits that may be required to complete this consulting assignment in accordance with the Consulting Services Contract.

#### IP-2.2 *Inquiries*

All inquiries regarding the RFP shall be directed to the Project Office:

Attention: Devon van der Meulen  
Manager of Utilities

Phone: (250) 494-0431

Fax: (250) 494-3399

E-mail: [dvandermeulen@summerland.ca](mailto:dvandermeulen@summerland.ca)

### IP-2.3 *Communications*

Proponents are advised that the Project Manager and the Director are the only District representatives with whom they are permitted to communicate and discuss issues regarding the RFP. Any contact, other than minor incidental contact, with any other District representatives, including members of the District Council and District officers or employees, regarding the RFP or the Proponent's Proposal, will result in the Proponent's Proposal being removed from consideration for this competition.

The Director will issue a written Notice of Removal to any Proponent whose Proposal is being removed from consideration for this competition.

A Proponent who wishes to dispute the Notice of Removal must submit a formal written appeal to the Director within 5 days of the issuance of the Notice of Removal. The appeal must clearly state the reasons the Proponent feels their submission should be reinstated. Under this process, if the Proponent is not satisfied with the Director's decision, the appeal will be forwarded to the Chief Administrative Officer who, at their sole discretion, will make the final decision.

### IP-2.4 *RFP Documents*

The documents which form part of the RFP are the Contract Documents as outlined in Schedule 'A'.

### IP-2.5 *Clarification*

The RFP is a request for proposals and is not a tender or an offer to contract.

The District reserves the right to:

- consider and analyze Proposal submissions;
- reject any Proposal it considers not in its best interest;
- to meet with the Proponents, either individually or collectively, to discuss the RFP and their submissions;
- after identifying the preferred Proponent, to negotiate any changes, amendments or modifications with the preferred Proponent, without offering the other Proponents the right to amend their Proposals;
- to cancel the RFP at any time without incurring liability to any Proponent;
- to reject any or all Proposals;
- to accept any Proposal whether complete or not;
- not to accept the Proposal with the lowest fee;
- to alter any aspects of the RFP in its sole discretion.

It is the nature of the RFP process that the RFP and/or the Proposal in response to the RFP will not constitute a binding Contract, but will only form the basis for the Consulting Services Contract, and does not mean that the Proposal is necessarily acceptable in the form submitted.

**IP-2.6 *Cost of Preparation***

No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

**IP-2.7 *Proponent's Briefing***

A Proponent's briefing is scheduled to take place at the Project Office at the Briefing Date and Time. All Proponents are invited to attend. Representatives of the District will be in attendance.

**IP-2.8 *Milestone Dates***

The Proponent will be required to meet the milestone dates outlined in Schedule 'C'.

**IP-2.9 *Addenda***

Questions regarding the RFP should be submitted in writing to the Project Manager. Written questions will be summarized, answered, and an addendum will be posted on BC Bid and the District's website.

The District will not be responsible for nor be bound by any verbal instructions, interpretations, or explanations issued by its members, agents, employees, or representatives.

Addenda may be issued up to 48 hours prior to the Closing Date and Closing Time. After this time, the RFP will be considered complete and no further Addenda will be issued.

**IP-2.10 *Acceptance Period***

Proposals shall be open for acceptance by the District for a period of sixty days after the Closing Date and Time.

**IP-2.11 *Evaluation Process***

Evaluations of proposals will be conducted by the Proposal Review Committee. The District may retain an independent consultant to assist the Proposal Review Committee in evaluating Proposals. The Proposal Review Committee will review proposals against the Proposal Evaluation Matrix as contained in Schedule 'F'.

Proponents will be short-listed and may be invited to provide a presentation of their proposal to the Proposal Review Committee. References of short-listed Proponents will be contacted to confirm knowledge, experience, and suitability of qualifications. Upon completion of the evaluation process, the Proposal Review Committee will submit a recommendation of award to the District Council.

**IP-2.12 *Award***

The successful Proponent will be given Notice by the Director.

#### IP-2.13 *Consulting Services Contract*

The successful Proponent will be required to enter into the District's Consulting Services Contract as attached.

#### IP-2.14 *Consulting Fees*

The Contract Fee for this consulting assignment shall be based on the hourly rates, upset fees, and lump sum fees proposed by the successful Proponent. Proponents must indicate how disbursements will be calculated and must provide an estimated cost of the disbursements they anticipate will be necessary to complete the consulting assignment.

#### IP-2.15 *Confidentiality*

All documentation and information obtained by Proponents from the District in connection with the RFP are the property of the District and must be treated as confidential and shall not be used for any purpose other than responding to the RFP or fulfilling any subsequent contract.

The Proposal and any accompanying documentation submitted by the Proponents to the District shall become the property of the District and shall not be returned. The Proposal and any accompanying documentation shall be subject to the provisions of the Freedom of Information and Protection of Privacy Act. Confidentiality of such information will be maintained by the District, except where the District is required by law to provide the information.

### IP-3 *Scope of Services*

The Scope of Services for this consulting assignment is outlined in Schedule 'B'.

Proponents are required to include a separate section in their Proposal that outlines any services they will be providing that are not included in the Scope of Services but which the Proponent deems necessary to successfully complete this consulting assignment.

### IP-4 *Submission of Proposals*

#### IP-4.1 *Closing Date and Time*

Proposals are to be labelled with the Project Title and Reference Number and be submitted to the Project Office on or before the Closing Date and Time.

#### IP-4.2 *Amendment to Proposals*

A Proponent may amend or revoke a Proposal by giving written Notice to the Director, delivered by hand, mail, fax, or e-mail to the Project Office. An amendment that is received after the Closing Date and Closing Time will not be considered and shall not affect a Proposal, as submitted.

An amendment or revocation must be signed by an authorised signatory of the Proponent.

The District reserves the right to disqualify a Proponent if, in the opinion of the Director, an amendment expressly, or by inference, discloses the Proponent's fees or other material element of the Proposal such that the confidentiality of the Proposal may have been breached.

If a Proposal amendment or revocation is sent by fax or email, the Proponent assumes the entire risk that the District will properly receive the fax or email before the Closing Date and Time. The District shall not be liable to any Proponent for any reason a fax or email is not properly received.

#### IP-4.3 *Content of Proposals*

If you are interested in this consulting assignment, you are requested to submit three (3) copies of your proposal with the following supporting information:

- a. the Proponent's contact information, including contact name, mailing address, phone number, cell phone number, fax number, and e-mail address;
- b. a list of all key personnel and sub-consultants who will form the Consultant's project team and will be responsible for the successful completion of this consulting assignment;
- c. the manager who the Proponent has appointed to lead the Consultant's project team and who will be the sole source of contact for the District;
- d. the professional designation, responsibilities, qualifications, and relevant experience of each of the Consultant's project team members;
- e. a detailed work plan outlining all relevant tasks and the personnel, estimated hours, hourly rates and total estimated costs for each task as well as:
  - i. detailed breakdown of anticipated disbursements including, but not limited to, vehicle costs, mileage, travel, meals, lodging, and administrative support;
  - ii. lump sum fee for administering the tendering process; (optional)
  - iii. hourly and weekly rates for contract administration based on 10 hours per week; (optional)
  - iv. hourly and weekly rates for construction inspection based on 10 hours per day and 50 hours per week; (optional)
  - v. lump sum fee to produce record drawings. (optional)
- f. a detailed outline clearly describing the methodology anticipated to complete this consulting assignment;
- g. a list of all relevant tasks, meetings, milestones, and deliverables required to complete this consulting assignment;
- h. a list of and fee for any services included in the Consultant's proposal that are not required in the Scope of Services;
- i. a detailed schedule showing the District's projected monthly cash flow, based on the Contract Fee;



- j. GST shall not be included in the Contract Fee. GST will be added to the Contract Fee at the time of payment by the District. All other applicable taxes are to be included in the Contract Fee;
- k. the following endorsements:
  - i. *“We, (name of Consultant), do hereby confirm that all computer software used by the Consultant in the execution of this assignment is directly licensed to the Consultant and that the terms of the software licensing Contracts have not been breached.”*; and
  - ii. *“We, (name of Consultant), do hereby confirm that the key personnel identified as members of the Project Team shall not be replaced without the written approval of the Director”*;
- l. an execution section to validate the Proponent’s commitment to the District, which must be signed and dated by the Proponent’s authorized signatories;
- m. confirmation of the number of addenda received by the Proponent; and
- n. three references with the name and number of the individual contact person.



## Consulting Services Contract

**THIS CONTRACT** made in triplicate and entered into effective as of the **Enter Date**.

### **BETWEEN:**

**THE CORPORATION OF THE DISTRICT OF SUMMERLAND**,  
a municipal corporation having its offices at:  
13211 Henry Avenue, Summerland, British Columbia, V0H 1Z0

(hereinafter referred to as the "**District**")

**OF THE FIRST PART**

### **AND:**

**Enter Consultant's Name**

(hereinafter referred to as the "**Consultant**")

**OF THE SECOND PART.**

**NOW THIS CONTRACT WITNESSES THAT IN** consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually covenant and agree as follows:

#### **CC-1 Project Title**

CC-1.1 The consulting assignment to which this Contract pertains is titled "Isintok Dam Outlet Pipe Replacement" and hereinafter shall be referred to as the "**Project**".

#### **CC-2 Contract Documents**

CC-2.1 The Contract Documents shall be as outlined in Schedule 'A'.

CC-2.2 Where there is a conflict between the wording or interpretation of the Contract Documents, the wording or interpretation of the Contract Document with the highest precedence shall apply.

#### **CC-3 Scope of Services and Milestone Dates**

CC-3.1 The Scope of Services shall be as outlined in Schedule 'B'.

CC-3.2 The Milestone Dates that the Consultant must attain for completion of the various tasks are as outlined in Schedule 'C'.

CC-3.3 Where the District requests the Consultant to provide services that the Consultant considers additional to the Scope of Services, or as previously approved by a Change of Scope, the Consultant must notify the District that a Change of Scope will be required. The Consultant shall not render any services, for which it intends invoicing the District, which are not included within the scope of this Contract unless:

- the Consultant submits a Change of Scope form to the District pursuant to this Contract; and
- the District approves the Change of Scope as submitted.

The District shall not be required to pay for any services additional to those services required in this Contract unless the District approves a Change of Scope prior to the Consultant providing the service.

#### **CC-4 Change of Scope**

CC-4.1 The District and the Consultant may, through a Change of Scope Form, alter, add to, or deduct from the Scope of Services required in this Contract.

CC-4.2 A Change of Scope shall be made in the format outlined in Schedule 'E' of this Contract.

CC-4.3 All Change of Scope forms shall outline the following:

- a detailed itemization of the services which will be or are requested to be provided; and
- any adjustment to the consulting assignment schedule; and
- any adjustment to the Consultant's Upset fee that currently has been approved by the District.

CC-4.4 A Change of Scope does not invalidate this Contract and is not valid until such time as both parties have agreed to and signed the Change of Scope form.

#### **CC-5 Responsibilities**

##### **Consultant**

CC-5.1 The Consultant shall supply all professional expertise and services necessary for the proper performance of the Scope of Services. The Consultant shall, at all times, act in the best interests of the District and exercise the degree of professional care, skill, and diligence required by the body that governs and regulates the applicable professional designations.

CC-5.2 The Consultant shall be responsible for determining the accuracy and completeness of all information and data furnished by or through the District.

CC-5.3 The Consultant is responsible for the complete co-ordination of all professional services rendered to the District by the Consultant or by the Consultant's sub-consultants.

CA-5.4 The Consultant shall not authorize any Changes or Extra Work until such time as the Director has reviewed and approved the Change Order or the Extra Work Order.

CA-5.5 The Consultant shall administer the construction contract in accordance with the Master Municipal Construction Documents (MMCD), Volume 1 and 2, edition 2009 (Platinum Book). Where the provisions of the MMCD and this Agreement conflict, this Agreement shall take precedent.

CA-5.6 The Consultant's site inspector shall keep an accurate log documenting daily activities pertaining to the Project including dates and duration of all site inspections.

***District***

CC-5.8 The District will make available to the Consultant any relevant data pertinent to the Project which is requested by the Consultant and which is contained in the District's files. The suitability, accuracy, and completeness of this data are at the sole discretion of the Consultant.

CC-5.9 The District shall provide all advertising related to the Project.

CC-5.10 The District shall not reimburse the Consultant for any legal, accounting, insurance, bonding, and other consulting advice the Consultant may require in order to provide the services outlined in this Contract, unless such expense has been approved in writing in advance by the Director.

CC-5.11 The District shall consider all sketches, drawings, specifications, tenders, proposals, contracts, and other documents submitted by the Consultant and shall inform the Consultant of its decisions in such reasonable time so that the Consultant's services are not delayed.

CC-5.12 The District shall pay the Consultant pursuant to the Contract.

CC-5.13 The District shall promptly notify the Consultant of any defects or deficiencies it discovers in the works or the contract documents.

**CC-6 Sub-consultants**

CC-6.1 The Consultant agrees that:

- any contracting with sub-consultants shall be approved in advance by the District;
- all contracts with sub-consultants shall be between the Consultant and the sub-consultants; and
- all costs associated with any sub-consultants required to supply the services pursuant to this Contract are included in the approved Contract Fee.

**CC-7 Schedule**

CC-7.1 The Consultant shall use its best efforts to perform the Scope of Services in accordance with the detailed baseline schedule, as outlined in the Consultant's Proposal.

CC-7.2 Any schedule or specified timing may be adjusted during the course of the consulting assignment, without invalidating this Contract, upon mutual agreement between the District and the Consultant.

**CC-8 Delays**

CC-8.1 If the Consultant is delayed in the progress of this consulting assignment by:

- any act or omission of the District, anyone employed by the District, or anyone contracted to the District;
- a stop work order issued by a court or other public authority providing that such order was not issued as the result of an act or fault of the Consultant or anyone employed or engaged by him directly or indirectly;

- labour disputes, strikes, lock-outs, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties or, without limit to the foregoing, any cause beyond the Consultant's control;

the Consultant may request that the schedule be extended and the Contract Fee be adjusted in accordance with the Change of Scope process.

CC-8.2 The Consultant will not be entitled to an extension to the schedule or an adjustment to the Contract Fee if the Notice of Claim is submitted to the District more than ten (10) days after the occurrence of the event giving rise to the delay.

**CC-9 Contract Fee and Payment**

CC-9.1 The Contract Fee for this consulting assignment shall be in accordance with Schedule 'D'.

CC-9.2 GST is in addition to the Contract Fee.

CC-9.3 All computer hardware and software costs shall be included in the employee's hourly rate of pay and shall not be billed as a separate disbursement.

CC-9.4 The District shall not be required to pay any fees or costs to the Consultant for any services, materials, or equipment beyond those identified in the Scope of Services unless a Change of Scope has been submitted to and approved by the District.

CC-9.5 The Consultant shall submit, by the 15th day of each month, an invoice to the District for payment of the previous month's services. The invoice shall be in a format acceptable to the District and shall include the following information:

- |                                |                                  |
|--------------------------------|----------------------------------|
| • Total Upset Fee              | • Amount This Invoice            |
| • List of all Changes of Scope | • Total Invoiced to Date         |
| • Adjusted Upset Fee           | • Itemized List of Disbursements |
| • Previous Invoice Total       | • GST as a separate item         |

The consultant shall also include with each invoice, an updated detailed electronic spreadsheet outlining all relevant tasks and the personnel, estimated hours, hourly rates, and total cost for each task.

CC-9.6 Payment shall be prorated based on the services completed and shall include any reimbursable disbursements incurred during the preceding month.

CC-9.7 The invoice total shall become due and payable approximately 30 days after the submission date.

CC-9.8 Upon request from the District, the Consultant shall provide, at no cost to the District, documentation to substantiate any invoice. Where only a part of an invoice can be substantiated to the satisfaction of the District, the District shall only be required to pay that part of the invoice. Payment of the remainder of the invoice will be withheld until such time as the Consultant provides the District with the required documentation to substantiate the invoice, or portion of the invoice, in question.

CC-9.9 Where the District has overpaid an invoice, the amount shall be deducted from the next invoice. If the Consultant has completed his responsibilities pursuant to this Contract, and no further invoices are forthcoming, the District may make written request for

reimbursement of the overpayment from the Consultant, and the Consultant shall pay the amount to the District within 10 working days from the receipt of the request.

CC-9.10 The District may request the Consultant to submit, at no cost to the District, with the final invoice, a Statutory Declaration or other proof, that there are no outstanding costs, assessments, liens, or claims against the Consultant or against the District's property arising out of or in connection with the Consultant's services rendered on the Project.

### **CC-10 Successors and Assigns**

CC-10.1 This Contract and the terms and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

CC-10.2 Neither party shall assign this Contract or any portion thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

### **CC-11 Applicable laws**

CC-11.1 This Contract shall be governed by the laws of the Province of British Columbia.

### **CC-12 Insurance**

CC-12.1 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the District, procure and maintain, at its own expense and cost, the following insurance policies:

#### Commercial General Liability Insurance

Providing for an inclusive limit of not less than \$2,000,000 for each occurrence or accident, and \$5,000,000 aggregate; providing for all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Work or Services or any operations carried on in connection with this Contract; including coverage for Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.

#### Cross Liability Coverage

Coverage must include a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.

Coverage must remain in force for the life of the Project and for a minimum of 12 months after substantial completion.

#### Professional Errors and Omissions Insurance

Coverage in the amount of \$2,000,000 per occurrence and \$5,000,000 aggregate, and must remain in force for the life of the Project and for 12 months after substantial completion.

### Automobile Liability Insurance

Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Consultant directly or indirectly in the performance of the Work or Services. The Limit of Liability shall not be less than \$2,000,000 inclusive, for loss or damage including bodily injury, death or third party property damage resulting from any one accident or occurrence. The maximum deductible in all categories shall be \$50,000.

- CC-12.2 The Consultant shall provide proof to the District, and shall, upon request, provide the current policy certificate of insurance for inspection by the District.
- CC-12.3 The Consultant accepts responsibility for the acts and omissions of all sub-consultants it may engage in rendering the services for the Project.
- CC-12.4 The Consultant's professional errors and omissions insurance shall remain in force for the life of the Project and for 12 months after substantial performance. The errors and omissions insurance shall contain the following endorsement to provide the District with prior notice of changes and cancellations:

*"The Insurer and the Insured Consultant shall provide written notice to be delivered by hand, or sent by registered mail to the District of Summerland's Director of Corporate Services at least 30 days in advance of the activation date of any proposed cancellation, change or amendment restricting coverage under this policy".*

### **CC-13 Waiver**

- CC-13 Waiver by the District of any breach of this Contract by the Consultant must not be deemed to be a waiver of any subsequent breach by the Consultant. Failure by the District to take any action in respect of any breach of this Agreement by the Consultant must not be deemed to be a waiver of such breach. All waivers must be in writing.

### **CC-14 Confidentiality, Ownership and Use of Documents and Materials**

- CC-14.1 The District is subject to the British Columbia Freedom of Information and Protection of Privacy Act. Any reports and or documents produced by or on behalf of the District may be subject to public review as provided for under the Act.
- CC-14.2 The Consultant shall keep confidential for an unlimited period of time all communications, plans, specifications, reports or other technical information used in connection with this consulting assignment except:
- those requiring disclosure by operation of law; or
  - any disclosure authorized in writing by the District.
- CC-14.3 The Consultant shall, by employing written Contracts, bind all employees, sub-consultants, and agents to the obligations required by this Act.
- CC-14.4 The Consultant agrees that the District owns all survey data, spatial data, cartographic data, studies, reports, software, drawings, plans, models, designs, photographs, specifications, tender documents, and other materials prepared or developed by, or on behalf of, the Consultant and which are employed in connection with this consulting

assignment. The Consultant agrees, without limitation, that they will not use, sell, or distribute this information to others without the express written permission of the District.

CC-14.5 The Consultant agrees to provide the District with copies of all concepts, methods, products, or processes produced by, or resulting from, the services rendered by the Consultant in connection with this consulting assignment. The Consultant agrees without limitation that the District shall have the full and unrestricted right to use, distribute, and edit this information.

#### **CC-15 Arbitration**

CC-15.1 All matters in dispute under this Contract which cannot be settled by the District and the Consultant may, with the concurrence of both the District and the Consultant, be submitted to final and binding arbitration to a single arbitrator appointed jointly by them.

CC-15.2 No person shall be nominated to act as arbitrator who is in any way financially interested in this consulting assignment or in the affairs of either the District or the Consultant.

CC-15.3 In the event that the District and the Consultant cannot agree to an arbitrator, such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia.

#### **CC-16 Records and Audit**

CC-16.1 The Consultant shall keep reasonable and proper records, accounts, statements, and other financial documents for a period of not less than 6 years after completion of the Project or for such extended period as may be required by law.

CC-16.2 The Consultant shall permit the 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.

#### **CC-17 Indemnification**

CC-17.1 The Consultant shall indemnify and save harmless the District, its Council, officers, agents, and employees from and against all actions, proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomever brought or made against the District, or its Council, officers, agents, and employees resulting directly or indirectly from errors, omissions, or negligent acts of the Consultant, the Consultant's agents or the Consultant's sub-consultants during performance of services under this Contract.

#### **CC-18 Entire Contract**

CC-18.1 This Contract constitutes the sole and entire Contract between the District and the Consultant relating to this consulting assignment and completely supersedes and abrogates any prior Contracts existing between the District and the Consultant whether written or oral.

#### **CC-19 Default by Consultant**

CC-19.1 Should the Consultant neglect to complete the services properly or to the provisions of this Contract, the District may notify the Consultant in writing that it is in default of its



contractual obligations and instruct the Consultant to correct the default within 7 working days of receiving the notice.

- CC-19.2 Failure by the Consultant to comply with the default notification extends to the District the option, without limiting any other right or remedy the District may have, of immediately terminating this Contract.
- CC-19.3 Upon termination of the Contract, the District shall pay the Consultant for all services performed and all disbursements incurred pursuant to this Contract and remaining unpaid as of the effective date of such termination minus the costs of damages incurred by the District due to the default of the Contract by the Consultant.
- CC-19.4 Notwithstanding the above, the District may terminate this Contract for any reason by giving 30 day Notice to the Consultant. Upon receipt of such Notice, the Consultant shall perform no further services other than those reasonably necessary to close out this consulting assignment. In such event, the Consultant will be paid by the District pursuant to this Contract, for any services included within the scope of this Contract that have been completed and remain unpaid as of the effective date of such termination.

***by District***

- CC-19.5 Should the District fail to conform to the provisions of this Contract; the Consultant may notify the District in writing that it is in default of its contractual obligations and instruct it to correct the default within 7 working days of receiving the notice. Failure to comply with the default request extends to the Consultant the option, without limiting any other right or remedy the Consultant may have, of immediately terminating this Contract and requesting settlement for all services performed and all disbursements incurred pursuant to this Contract and remaining unpaid as of the effective date of such termination.
- CC-19.6 Should the Consultant's services be suspended by the District at any time for more than 30 calendar days in any calendar year through no fault of the Consultant, then the Consultant shall have the right until such suspension is lifted by the District, to terminate this Contract upon giving 3 working days written notice thereof to the District. In such event, the Consultant will be paid by the District pursuant to this Contract, for any services included within the scope of this Contract that have been completed and remain unpaid as of the effective date of such termination.

**CC-20 Notices and Communications**

- CC-20.1 All Notices must be in writing.
- CC-20.2 Notices and written communications between the parties shall be considered to have been received by the addressee as follows:
- on the date of delivery if delivered by hand;
  - on the next working day if emailed or faxed;
  - after 5 working days if sent by post when addressed as follows:

the District at

District of Summerland  
Works and Utilities  
Box 159, 9215 Cedar Avenue  
Summerland, BC V0H 1Z0  
Fax: (250) 494-3399

the Consultant at

**Enter Consultant Information**

IN WITNESS WHEREOF the parties have executed this Contract on the day and year first above written by their officers or persons duly authorized to execute on their behalf.

DISTRICT OF SUMMERLAND  
by its authorized signatories:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

CONSULTANT by its authorized signatories:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name

## Schedule 'A' - Contract Documents

The Contract Documents in order of precedence are:

- The Contract including all Schedules,
- The Instructions to Proponents, and
- The Consultant's proposal dated **Enter Date**.

Proponents are advised that the following additional documents may be of interest and are available for viewing at the Project Office. These additional documents and any additional information made available to Proponents prior to the Closing Date and Time by the District do not form part of the RFP and are not part of the Contract Documents. These documents are made available to assist the Proponent in preparing their Proposal. The Proponent must make its own judgement about the relevance, reliability, accuracy, or completeness of this information.

It is the Proponent's responsibility to determine if, as part of their evaluation of this consulting assignment and the preparation of their Proposal, they need to request access to any information not attached to but outlined in the RFP.

The additional documents are:

- Water Master Plan (Agua Consulting Inc., 2008)
- Watershed Master Plan (Agua Consulting Inc., 2012)
- Water Availability Study (Agua Consulting Inc., 2014)
- District of Summerland Dams, Operation, Maintenance and Surveillance Manual (Agua Consulting Inc. 2012)
- Isintok Next Steps (KWL Consulting, 2016)
- Isintok Topographic Plan (Advanced Survey Ltd., 2016)
  - Survey points file

## Schedule 'B' - Scope of Service

### Isintok Dam Outlet Pipe Replacement

#### *SS-1.0 Project Description*

The scope of this project is to complete the design and cost estimates for options to replace the low-level outlet pipe in the Isintok Dam including:

- the deconstruction and reconstruction process;
- removal and replacement of the Inlet Structure with grill and slide gate, outlet pipe and outlet structure;
- stockpiling and hauling of material; and,
- manage required environmental approvals for this work to proceed.

Every effort should be made in the design process to keep the volume of excavation to a minimum.

#### *SS-2.0 General*

- Arrange and attend an initial start-up meeting with the District to discuss this consulting assignment and Scope of Services.
- Arrange and attend regular meetings to discuss interim issues that may arise throughout the duration of this consulting assignment.
- Record and circulate detailed minutes and a list of action items identified in each meeting.
- Provide all information in both hardcopy and an electronic format compatible with the District's software.

#### *SS-3.0 Data Collection*

- Gather and review all relevant information pertaining to the project including, but not limited to, record maps, community plans, applicable bylaws, engineering standards, digital mapping, drawings, Watershed and Water Master Plans and any relevant geotechnical investigations, surveys and reports previously prepared.
- Review all project requirements in the area with District of Summerland staff prior to commencement of the project.
- Provide all technical field surveys as are required to undertake and complete the final design of the proposed works.

#### *SS-4.0 Preliminary Design Submission*

Complete the preliminary design drawings and cost estimates for the following options:

- Option #1 - Replacement of the low-level outlet pipe and reconstruction of the dam embankment and spillway to the existing elevation to maintain the current storage volume within the reservoir.

- Option #2 - Replacement of the low-level outlet pipe and reconstruction of the dam embankment to an increased elevation to maximize the storage volume within the reservoir, including a spillway capacity review to determine any spillway modifications that would be required
- Option #3 - Replacement of the low-level outlet pipe and reconstruction of the dam embankment to the existing elevation to maintain the current storage volume within the reservoir but include any accommodations required to allow for the dam elevation and storage volume to be increased easily in the future. This includes a spillway capacity review to determine any spillway modifications that would be required now and once the dam elevation and storage volume is increased.

This includes the submission of preliminary design drawings, cost estimates and other relevant sketches or information to allow these options to be presented to District Council for direction.

#### *SS-5.0 Draft Detailed Design Submission*

Following the selection of a preferred option, the detailed design drawings will be prepared.

Drawing submissions will be made at the 50% and 95% design stages for review and comment by the District before completing the next design stage.

#### *SS-6.0 Final Design Submission*

The Consultant will make revisions to the detailed design drawings in response to the review process and will provide:

- Tender Drawings and Specifications
- A final Schedule of Quantities and detailed cost estimate.
- All information in both hardcopy and an electronic format compatible with the District's software.

The following items are optional and may be added to the Consultant Contract by the District through a Change of Scope Form.

#### *SS-7.0 Optional Design Items*

Depending on which option is selected at the Preliminary Design stage, the Consultant may need to complete the following:

- Perimeter Survey - Conduct a perimeter survey to identify lands that may be impacted from raising the reservoir water level
- Permit Requirements - Provide a list and costs to complete the required permitting requirements

- c. Required Assessments - Depending which option is selected, there may be a number of assessments required to determine the environmental impacts such as fisheries, forestry and archeological. The Consultant will determine which assessments are required and coordinate the completion of these assessments.
- d. Other Items – Any other items that the Consultant recommends be completed as part of the design process should be identified along with the corresponding fee.



## Schedule 'C' - Milestone Dates

The following are the milestone dates the Consultant must comply with as part of the Contract:

- |                                  |                    |
|----------------------------------|--------------------|
| 1. Proposal Submission           | September 7        |
| 2. Project Award                 | September 15       |
| 3. Data Collection               | September 29, 2017 |
| 4. Preliminary Design Submission | October 20, 2017   |
| 5. Council Report                | November 6, 2017   |
| 6. 50% Design Submission         | November 24, 2017  |
| 7. 95% Design Submission         | December 15, 2017  |
| 8. Final Design Submission       | December 22, 2017  |



### Schedule 'D' - Contract Fee

The upset Contract Fee for the various components of this consulting assignment shall be as follows:

- Data Collection \$
- Preliminary Design Submission \$
- Draft Detailed Design Submission \$
- Final Design Submission \$ \_\_\_\_\_

Total Upset Contract Fee \$ \_\_\_\_\_

The following items are optional and may be added to the Consultant Contract by the District through a Change of Scope Form:

- Perimeter Survey \$
- Permit Requirements \$
- Required Assessments \$





Schedule 'E' - Change of Scope Form  
Number #

Project Title: Isintok Dam Outlet Pipe Replacement  
Consultant: Enter Name of Consultant

Date: Enter Date  
Reference No: 5330-144

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FEE MODIFICATION:

Current Approved Fee (excluding GST)	\$
Fee Modification (excluding GST)	\$ _____
Adjusted Fee	\$
 GST	 \$ _____
TOTAL ADJUSTED FEE	\$

DESCRIPTION OF CHANGE OF SCOPE: (attach additional information if required)

This is to certify that the above Change of Scope of the work and the associated Fee Modification has been reviewed and approved.

\_\_\_\_\_  
Kris Johnson, P.Eng.  
Director of Works and Utilities

\_\_\_\_\_  
Consultant



Schedule 'F' – RFP Evaluation Matrix

Project Title: Isintok Dam Outlet Pipe Replacement

Date: **Enter date**

Consultant: **Enter Name of Consultant**

Ref #: 5330-140

CATEGORY	Point Value	Weighting Factor					Total Pts
		Unacceptable 0.0	Fair 0.25	Acceptable 0.5	Good 0.75	Excellent 1.0	
<b>Project Team Experience (20)</b>							
Company	5						
Design Team	15						
<b>Methodology (35)</b>							
Project Understanding	10						
Innovative Considerations	10						
Value Added Items	10						
Conformity to Terms of Reference	5						
<b>Historical Performance (10)</b>							
Budget Control	5						
Adherence to Project Schedule	5						
<b>Project Fee (35)</b>							
Data Collection Fee	10	-	-	-	-	-	
50% Design Submission Fee	10	-	-	-	-	-	
95% Design Submission Fee	10	-	-	-	-	-	
Final Design Submission Fee	5	-	-	-	-	-	
<b>Total Points Available</b>	<b>100</b>						
							<b>Total Points This Proposal</b>

Notes: