



LADYSMITH

*Infrastructure Services*

**Request for Proposals  
No. 2022-IS-04**

**STORMWATER MASTER PLAN  
OLD TOWN AREA**

For further information  
please contact:

**Ryan Bouma, P. Eng.**  
**Director of Infrastructure Services**  
[rbouma@ladysmith.ca](mailto:rbouma@ladysmith.ca)  
250.245.6440

RFP Issue Date: **May 3, 2022**  
RFP Closing Date: **May 31, 2022 at 2:00 pm,**  
RFP Opening: **May 31, 2022 2:15 pm (not public),**  
Location of Bid Opening: **Ladysmith City Hall**

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## 1. Introduction

### 1.1 Invitation

The Town of Ladysmith (the “Town”) is seeking detailed proposals from consultants (the “Proponents”) in strict accordance with these Request for Proposal (RFP) documents (Town of Ladysmith RFP No. 2022-IS-04). The proposals will be evaluated for the selection of a consultant (or consultants) with the intent to enter into a contract (the “Contract”) to provide the services described in Appendix “A”.

The objective of this project is to complete a stormwater master plan for the Town’s “Old Town” that provides catchments, pipe sizing, modifications to the system, possible source controls, and identification of sensitive outfalls.

A Contract will not necessarily result from this RFP.

### 1.2 Closing Time and Date for Submission of Proposals

The Town will accept three (3) copies or an electronic copy of proposals, in accordance with the instructions contained herein. Proponents are requested to submit their proposals **no later than 2:00pm on May 31, 2022** to the attention of:

**Donna Smith, Manager of Corporate Services**  
Town of Ladysmith  
410 Esplanade - PO Box 220  
Ladysmith, BC V9G 1A2  
Email: [bid@ladysmith.ca](mailto:bid@ladysmith.ca)

The Town reserves the right to extend the Closing Time at its sole discretion.

The Town is not responsible for the timely receipt or adequacy of any electronic transmissions, and late receipt of Proposals via email or facsimile will be cause for rejection of a Proposal.

All submissions must be clearly marked “Request for Proposals No. 2022-IS-04”.

The successful bidder will be required to obtain and provide proof of the following:

- A current business licence for operating in the Town of Ladysmith;
- A Clearance Letter from WorkSafe BC that confirms they are registered and in good financial standing with WorkSafe BC;
- Minimum \$2 million liability insurance with the Town of Ladysmith named as additional insured; and
- Federal, provincial and municipal permits when and where applicable.

Submissions in response to this RFP will be opened in private at the Town of Ladysmith City Hall on **May 31, 2022 at 2:15pm**.

### 1.3 Proposal Documents

Each Proponent is responsible for providing its correct name, address, email address, and telephone number to the contact in section 1.4 to ensure receipt of communication regarding this RFP.

Please use and reference the RFP number on all correspondence.

Proponents are advised to read and respond appropriately to all sections of the RFP. Incomplete proposals may be rejected at the sole discretion of the Town.

### 1.4 Inquiries

All inquiries related to this RFP, including whether or not the Contract has been awarded, should be directed in writing to the person named below (the “Town Representative”). Information obtained from any person or source other than the Town Representative may not be relied upon.

**Name:** Ryan Bouma, P.Eng., Director of Infrastructure Services  
**Address:** PO Box 220, Ladysmith, BC V9G 1A2  
**Telephone:** 250.245.6440  
**Email:** [rbouma@ladysmith.ca](mailto:rbouma@ladysmith.ca)

Inquiries should be made no less than seven (7) days prior to Closing Time. The Town reserves the right not to respond to inquiries made less than seven (7) days prior to Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the own.

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 Town Representative. If the Town determines that an amendment is required to this RFP, the Town Representative will issue a written addendum. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

### 1.5 Information Meeting

An information meeting is not planned for this project. The Town reserves the right to schedule an on-site information meeting by addendum if considered necessary.

### 1.6 Addenda

It is the responsibility of the proponents to check periodically for any addenda that may be issued by the Town of Ladysmith. Addenda will be posted on the Town of Ladysmith website (<https://www.ladysmith.ca/city-hall/bid-opportunities>) and on BC Bid.

**1.7 Late Proposals**

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Proposals received after the Closing Time will be returned unopened to the Proponent.

**1.8. Amendments to Proposals**

Proposals may be revised by written amendment, provided they are delivered to the location set out in section 1.2 prior to the closing time. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 2.3.

**1.9. The Town's Right to Modify Terms and Negotiate**

The Town, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The Town also reserves the right following the Closing Time, and in accordance with the terms of this RFP, to negotiate with one or more Preferred Proponents any modification or variation of the terms of the RFP, including any of the documents referred to in the definition of "Contract" herein or any modification or variation of the terms of any Proposal, including price, that the Town considers to be in its best interests. For certainty and without limiting the foregoing, the Town may, for the purpose of entering into a Contract with any Proponent, amend the description of the required work included in this RFP so that it accurately reflects the services to be provided by the Proponent.

**1.10. Examination of Contract Documents and Site**

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including all attached Appendices, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

**2. Proposal Submission Form and Contents**

**2.1. Package**

Proposals must be in a sealed package and marked on the outside with the Proponent's name, title of the Project and RFP number or delivered electronically with a clear subject line.

**2.2. Form of Proposal**

Proponents must submit their Proposal in accordance with the instructions set out in Appendix "B" – Form of Proposal.

### **2.3. Signature**

The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full legal name of the corporation should be included, together with the names of the authorized signatories. The Proposal should be executed by one or more of the authorized signatories.
- (b) If the Proponent is a partnership or joint venture then the legal name of the partnership or joint venture and the name of each partner or joint venturer should be included and each partner or joint venturer should sign personally (or, if one or more person(s) having signing authority for the partnership or joint venture should provide evidence to the satisfaction of the Town that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above.
- (c) If the Proponent is an individual, including sole proprietorship, the name of the individual should be included.

## **3. Evaluation and Selection**

### **3.1. Evaluation Team**

The evaluation of Proposals will be undertaken by the Town's Evaluation Team. The Evaluation Team may consult with others including Town staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required.

### **3.2. Evaluation Criteria**

The Evaluation Team will compare and evaluate each Proposal to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the Town, using the following general criteria:

- (a) Understanding of issues specific to this assignment including proposed work methodology, proposed level of effort, proposed work schedule and sequence of work.
- (b) Experience and capability of firms and staff in similar assignments
- (c) Past performance of firm and staff as determined from the Town and references.
- (d) Availability and commitment of resources including staff, office and technical support.
- (e) Past performance of cost and scheduling control practice.
- (f) Fee schedule and total cost of services (upset fee) to the Town.

Specific criteria and their importance are outlined in the Evaluation Form attached as Appendix "C".

The Town reserves the right to accept or reject any or all proposals either whole or in part at any time, or waive formalities in, or accept a proposal either whole or in part which is

deemed most favourable in the interest of the Town. The Town will be under no obligation to proceed further with any submitted proposal and, should it decide to abandon same, it may, at any time, invite further proposals for the supply of the described services or enter into any discussions or negotiations with any party for the provision of the services. No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the Town.

The lowest or any submission in response to this RFP will not necessarily be accepted. The bids will be considered on their merits and it is not the intention of the Municipality to buy on price alone.

The Town of Ladysmith Purchasing Policy entails the following Principles of “Best Value”:

- Procure the goods and services requirements of all departments in an efficient, timely and cost effective manner while maintaining the necessary controls;
- Engage in an open bidding process wherever practical;
- Ensure maximum value is obtained during the acquisition of goods and services. Where applicable, the total cost of the goods and services purchased should be taken into account. Total cost may include but not be limited to acquisition cost, disposal cost, residual value, training cost, maintenance cost, product performance and environmental impact;
- Take into account wherever practical the commitment to protection of the environment, and energy conservation;
- Ensure the acquisition of goods and services meets the requirements of applicable legislation and trade agreements, including the New West Partnership Trade Agreement, and the Agreement on Internal Trade; and
- Ensure that maximum value is realized when disposing of surplus goods, materials and equipment.
- Up to five (5) percent of the evaluation score will be allocated based on the proposal’s contribution to the following community benefits:
  - *Economy*
    - Demonstrate job creation within the local area, which is defined as the Cowichan Valley Regional District and the Regional District of Nanaimo.
    - Contribute to a stronger local economy (buy local)
    - Increase training and apprenticeship opportunities
    - Provide work experience and employment opportunities for youth aged 15 to 24
    - Ensure that a Living Wage for the local area is paid
  - *Public Spaces*
    - Enhance community recreation, arts and/or culture infrastructure
    - Improve and enhance public spaces
    - Improve access to public spaces for people living with disabilities
  - *Environment*
    - Demonstrate that work undertaken exceeds requirements for environmental standards

### **3.4. Additional Information**

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

### **3.5. Interviews**

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

### **3.6. Multiple Preferred Proposals**

The Town reserves the right and discretion to divide up the Services, either by scope, geographic area, or on any other basis as the Town may decide, and to select one or more Preferred Proponents to enter into discussions and/or negotiations with the Town for one or more Contracts to perform all or a portion or portions of the Services. In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the Town that might result or be achieved from the Town dividing up the Services and entering into one or more Contracts with one or more Proponents.

### **3.7. Negotiation of Contract and Award**

If the Town selects one or more Preferred Proponents, then it may enter into a Contract with the Preferred Proponent(s), or enter into discussions with the Preferred Proponent(s) to attempt to negotiate the terms of the Contract(s), and such discussions may include but are not limited to negotiating amendments to the scope of Services and the Preferred Proponent's price(s).

If at any time the Town reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, the Town may give the Preferred Proponent(s) written notice to terminate discussions, in which event the Town may then either open discussions and/or negotiations with another Proponent or Proponents, or terminate the RFP and retain or obtain the Services in some other manner.

## **4. General Conditions**

### **4.1. Proponents Expenses**

Proponents are solely responsible for their own expenses in preparing, submitting Proposals, and for any meetings, negotiations or discussions with the Town or its representatives and contractors relating to or arising from this RFP.



#### **4.2. No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

#### **4.3. 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 Town, its elected or appointed officials or employees. The Town may rely upon such disclosure.

#### **4.4. Solicitation of Town Ladysmith Staff, Council Members, Contractors**

Proponents and their agents will not contact any member of the Town of Ladysmith Council, Town of Ladysmith staff or Town of Ladysmith contractors with respect to this RFP, other than the Ladysmith Representative named in section 1.4, at any time prior to entering into a Contract or the cancellation of this RFP.

#### **4.5. Disclaimers/Limitations of Liability**

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of the Proponent to obtain such approval, permit or license prior to commencement of the work under the anticipated Contract.

The Town, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the Town. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The Town, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

#### **4.6. Confidentiality**

The RFP documents, or any portion thereof and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise

use any information that has been given to it or acquired by it from the Town on a confidential basis as a result of or during the course of the RFP process.

**4.7. Ownership of Proposals and Freedom of Information**

All Proposals and subsequent information materials shall become the property of the Town of Ladysmith after the closing date and time and will not be returned.

The Proposals will be held in confidence by the Town subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. This Request for Proposals and all associated documentation is the property of the Town of Ladysmith and shall not be copied or distributed without the prior written approval of the Town.

**4.8. Acceptance of Terms**

The submission of a Proposal constitutes the agreement of the Proponent that all the terms and conditions of this RFP are accepted by the Proponent and incorporated in its Proposal.

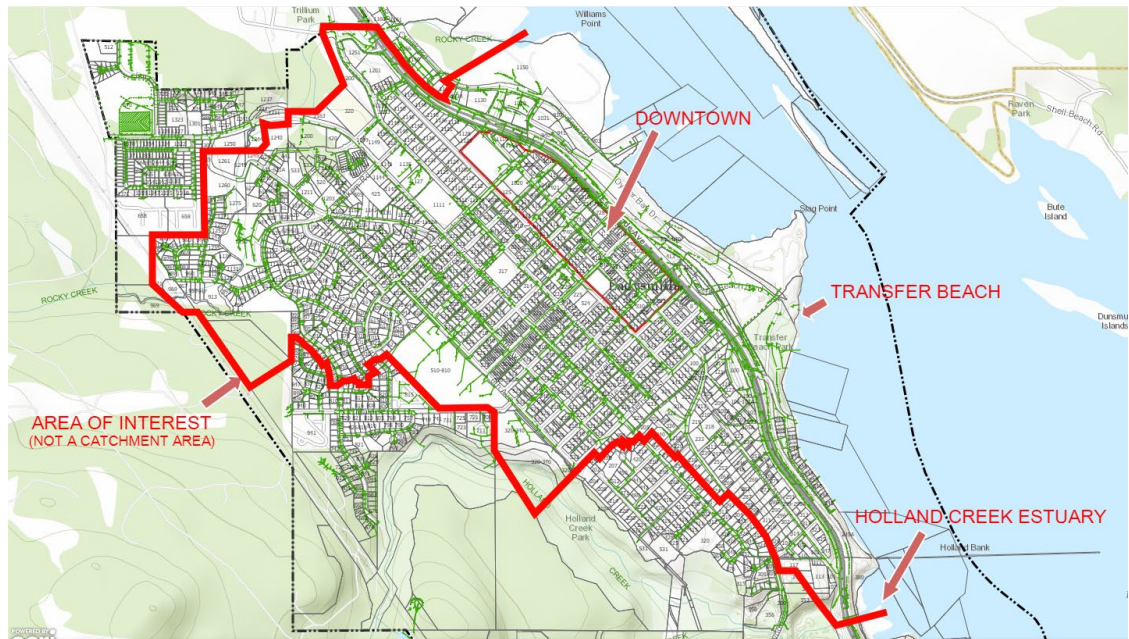
## APPENDIX “A” – SCOPE OF SERVICES

### 1. OBJECTIVE

The objective of this project is to complete a storm water Master Plan for Town of Ladysmith (Town) staff, developers, consultants, etc. to rely on for guidance when replacing, changing, expanding, etc. the existing storm water system in the “Old Town” area. The plan is to include potential for source controls, returning storm water to the ground, and stream protection. The master plan would be made publically available and eventually form part of an overall Town wide storm water master plan.

### 2. PROJECT DESCRIPTION

The project consists of an analysis of the existing drainage system in the “Old Town” area of Ladysmith as shown in the figure below. The area of land outlined in red is approximately 315 Ha.



The land generally consists of a relatively flat plateau within the south-west and relatively steeply sloping terrain to the north-east. Development in the area is generally stagnant or consists of redevelopment. Most of the drainage leads to the ocean or an open ditch commonly referred to as the flume line. Not much is known about the soil conditions in the area, although photos from utility repairs in the area and several geotechnical investigations are available.

The system consists of a network of PVC, concrete, vitrified clay and corrugated steel pipe (potentially other materials are within the system) ranging in size from 150mm diameter and up. Corrugated Steel Pipe is a constant O&M issue for our Public Works staff due to the difficulty flushing, advancing a camera, and corrosion of the pipe.



A significant portion of the drainage system is a result of a sanitary sewer conversion during the '90s. The storm sewer system is therefore older and consists of materials prone to root intrusion, collapse, and other failures. It is anticipated that many private services still carry combined storm and sanitary waste water going into the newer sanitary system as inflow. The Town is in the process of undertaking smoke testing and video inspection of the sanitary sewer system to confirm combined connections. As such, as houses are connected to the storm sewer system additional flow will be added to the system that may not be currently evident. The findings of the Town investigations may be provided as it becomes available.

### 3. SCOPE

The Town is seeking a qualified engineering consultant (Consultant) to conduct the following:

1. Identify potential development impacts to the system;
2. Develop IDF curves that reflect current rainfall and projected climate change impacts;
3. Develop catchment boundaries and specify size, infiltration, and other relevant details;
4. Appropriate pipe sizing to carry current and potential future flows based on existing and future land use;
5. Identify natural assets and how to protect them;
6. Recommend modifications to the system that may improve the function and expand the service areas;
7. Identify suitable locations for source controls and stream protection; and
8. Rank components of the system condition and performance to enable prioritization of replacement and upgrades.

Detailed design and construction phases are excluded from this scope of work.

The proposed methodology, level of effort, proposed budget, and schedule will include, but is not limited to, the following list of anticipated major tasks:

1. Project Management
  - a. Project initiation meetings, periodic update meetings, preparation of meeting minutes, and meetings to deliver draft reports.

- b. Prepare project delivery schedules and periodic updates.
    - c. Prepare monthly invoices and project progress reports, including documented updates on completion of tasks, deliverables, scheduled milestones, schedule updates, and any concerns with progress to date.
    - d. Reliable and proactive communication with Ladysmith’s project manager throughout the duration of the project.
  2. Review Background Information
    - a. Review applicable consultant studies and data.
    - b. Review available record drawings and the Town’s base map for the drainage network.
    - c. Review Town rainfall data and other publicly available rainfall and weather information.
    - d. Review Town Engineering Standards and Specifications.
  3. Field Work
    - a. Review of the drainage setting, lay of the land, outfalls, and drainage courses.
    - b. Survey of manholes, benching, headwalls, and other important locations, where required.
    - c. Geotechnical input on areas that may serve as source controls (ie. infiltration swales, stormwater ponds, rain garden).
    - d. Environmental input of outfalls that impact streams and other water bodies.
    - e. Camera inspection of critical storm mains for condition and replacement ranking.
  4. Stormwater modelling to include, but not limited to:
    - a. Create IDF curves that reflect current rainfall data and anticipated climate change impact.
    - b. Create catchment areas for the existing and proposed system and future areas of development.
    - c. Identify natural assets such as marsh, streams, forest, etc. and characterize their function within the system.
    - d. Input the existing Town drainage system into a stormwater model and run the model. Identify areas of concern and work with Town staff to confirm the model predictions.
    - e. Perform a sensitivity analysis on the model.
    - f. Add future development and recommended changes to the drainage model.
    - g. Perform a capacity evaluation and determine appropriate pipe sizing.
  5. Reporting
    - a. All reports and technical memorandums are to include all assumptions, limitations, analysis results, conclusions, and recommendations.
    - b. Provide recommendations for improvements and replacements to the existing drainage system that considers modelled results, anecdotal feedback from Town staff, available surface area and limitations, existing pipe condition/material, and potential for damage (including environmental).
    - c. Prioritize improvements and replacements that weighs condition, cost, environmental impact, and potential for damage.

- d. Identify improvements and replacements that are related to development for potential extended services requirements or future Development Cost Charge (DCC) projects.
- e. Recommend potential re-naturalization of existing drainage features.
- f. Recommend methods of protecting natural assets.
- g. Class D cost estimates for major projects.

Ladysmith encourages consultants to present opportunities to add value to the project. However, sealed financial information should consider only the items above, so that all proposals can be evaluated equally.

Ladysmith requests that technical proposals include a list of key personnel, availability to work, and a breakdown of level of effort for each of the tasks (i.e. estimate of number of hours to complete each task).

#### **4. COMMUNICATIONS**

The Consultant will organize meetings with Ladysmith staff at regular intervals to present and discuss key findings and draft report(s). The Ladysmith Project Manager will accept requests for information and send requests to appropriate internal stakeholders.

#### **5. DELIVERABLES**

The following deliverables will be prepared and submitted by the Consultant:

1. Prepare and submit a draft report and drawings electronically. Allow four weeks for the Town to provide review comments;
2. A brief presentation which summarizes results and recommendations related to the findings, to be delivered at the draft report stage;
3. Prepare a final report and drawings, and submit two (2) hardcopies and one electronic copy;
4. A ranked list of 15 projects identified in the report with suitable timelines and estimated costs;
5. A plan of natural assets and drainage points in PDF and GIS compatible formats;
6. A Preliminary Environmental report of natural assets, outfalls, etc.;
7. Video files of camera work completed as part of the condition assessments;
8. Survey data obtained during the field work in AutoCAD format; and
9. Electronic copies of modelling files, AutoCAD files, etc.

#### **6. SCHEDULE AND COMPLETION DATE**

A schedule of major tasks is to be included with the technical proposal. The Town anticipates that the project will be lengthy and will ideally span winter weather in order to directly observe the performance of the drainage system. The schedule arrangement and duration will be a consideration in selecting a proponent.

The deliverables will be expected to be provided to the Town by no later than September 29, 2023.

## 7. AVAILABLE DOCUMENTATION

Ladysmith will provide all available records upon request electronically. Contact Ladysmith's project manager to arrange a file transfer. The following is available at a minimum:

1. Various photos/pipe video of root intrusion, soil conditions, parking areas, etc;
2. Geotechnical boreholes along 4<sup>th</sup> Avenue;
3. AutoCad base plan of Town utilities and cadastral;
4. Aerial photography circa 2020; and
5. LiDar data circa 2018.

## **APPENDIX “B” – FORM OF PROPOSAL**

Proposals must include the information outlined in this section. To facilitate fair evaluation, proposals should be organized as follows:

### **1 TECHNICAL PROPOSAL**

#### **1.1 Project Understanding**

- a) In your own words, briefly demonstrate your understanding of the project by summarizing the project requirements, identifying important aspects and needs, and key aspects to be considered for successful project delivery.

#### **1.2 Project Approach**

- a) Expand the Scope of Services in Appendix A into a work breakdown structure to provide a detailed and comprehensive Scope of Services.
- b) Clearly define level of effort by providing person hour estimates for each of the work activities and tasks, using a table format. Provide sub-total for each task and overall total of person hours for the project.
- c) Provide preliminary indications of which staff person and firm will undertake the major portion of each activity.
- d) Identify deliverables associated with each activity.
- e) Describe your plans for Project Management, Project Controls, and Quality Control and Quality Assurance.
- f) Identify innovative research, planning, testing, technology or methodology that will be used.

#### **1.3 Project Team and Organization**

- a) Provide a project-specific organization chart including any sub-consultants and contractors. Identify only those staff working on the project, and as such named in the fee structure. Clearly differentiate project responsibilities from corporate roles.
- b) Briefly outline each team member's role and their qualifications. Include resumes (maximum two pages) of each team member in an appendix.

#### **1.4 Previous Experience**

- a) Provide a listing of work, similar in size and scope to this project, that members of your Project team have carried out in the last 10 years. Include: project name, location, and description, client name, scope of services provided and scheduled completion dates(s).
- b) Highlight projects where prime consultant, sub-consultants, contractor firms, and key personnel have successfully worked together.

#### **1.5 Activity Schedule**

- a) Provide a gantt chart schedule based on the proposed work breakdown structure and the duration of each activity and task, including review periods for Ladysmith.
- b) The schedule shall include the key milestones noted in the RFP, including deliverables.



## **2 FEE SCHEDULE**

Provide a fee schedule and disbursements for your proposal. Provide a breakdown of fees and disbursements by work activity from your Project Approach and Activity Schedule

**NOTE: FEE ESTIMATES MUST INCLUDE ALL APPLICABLE TAXES. SHOW TAXES AS A SEPARATE LINE ITEM**



	P O I N T S	CONSULTANTS							
<b>Total Brought Forward</b>									
<b>3. THE METHOD</b>									
3.1 General approach	50								
3.2 Innovation and technology	15								
3.3 Roles/responsibilities definition	10								
3.4 Proposed list of activities	75								
3.5 Project control and reporting	20								
3.6 Understanding of Objectives	25								
3.7 Quality of presentation	15								
3.8 Schedule Sequencing and Timing	40								
<b>TOTAL METHOD</b>	<b>250</b>								

	P O I N T S	CONSULTANTS							
<b>4. PROJECT COSTS</b>	<b>350</b>								

Proposals are awarded a maximum of 850 evaluation points. Each technical presentation will be evaluated on the basis of the firm's experience, competence of its personnel and acceptability of the method proposed. A firm's proposal shall be deemed qualified only if it complies with all requirements contained in the Request for Proposal.

In all cases, the Town of Ladysmith reserves the right to cancel the competition and call for new proposals.

The financial component of a proposal with the lowest cost of fees will be awarded 350 points, which will be added to the score, resulting in the firm's total score. The percentage by which each of the remaining firms' proposed costs exceeds the cost of the lowest qualified proposal will be the percentage by which the 350 points is reduced, prior to adding it to the technical score resulting in each firm's total score.

For example, if the proposed cost of Firm A exceeds the lowest proposed cost (Firm B) by 10%, Firm A will add 350 minus (10% of 350), or 315 points to its technical score. The firm receiving the highest total score will be judged to have the best value.

**COSTS INCLUDED IN PROPOSAL EVALUATION**

All personnel fees, salaries, wages and reimbursable expenses will be taken into account in the proposal evaluation.

**MINIMUM TECHNICAL SCORE**

Each technical presentation will be evaluated on the basis of the firm's experience, competence of its personnel, and acceptability of the method proposed. Technical portions of proposals must achieve a score of at least 385 points (70%) to be considered “technically qualified”.

A firm's proposal shall be deemed qualified only if it complies with all requirements contained in the Request for Proposal.

**APPENDIX “D” – PRO FORMA CONTRACT FOR SERVICES  
CONTRACT FOR SERVICES**

THIS AGREEMENT dated for reference and made as of the [ ] day of [ ], 20[ ]

BETWEEN:

**Town of Ladysmith**  
410 Esplanade  
PO Box 220  
Ladysmith, BC V9G 1A2

(“Ladysmith”, “the Town”, “we”, “us” or  
“our” as applicable)

OF THE FIRST PART

AND:

[CONTRACTOR NAME]  
[ADDRESS]  
City, BC, X#X #X#

(“Consultant”, “you” or “your” as applicable)

OF THE SECOND PART

WHEREAS:

- A. The Town of Ladysmith called for proposals for the provision of consulting services for [CONTRACT NUMBER] [NAME OF PROJECT] (the “Project”), and the Consultant in reply submitted a proposal dated [DATE]. A copy of the request for proposals is attached as Schedule “C” to this Agreement, and a copy of the Consultant’s proposal is attached as Schedule “D” to this Agreement.
- B. The Town has agreed to engage the Consultant and the Consultant has agreed to provide the services described in Schedule “A” to this Agreement (the “Services”) to the Town in respect of the Project on the terms and conditions set out in this Agreement.

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

**CONSULTANT’S OBLIGATIONS:**

1. **Standard of Care** You must provide the Services with the degree of care, skill and diligence normally provided by consultants having similar qualifications in the performance of duties of a nature similar to the Services, and you must provide the Services within the time limits specified in Schedule “A” or, if no time limit is specified in Schedule “A”, you must provide the Services promptly.
2. **Billable Charges** You must charge only those fees and disbursements specifically authorized

for the Services in Schedule “A” to this Agreement. All other costs and expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.

3. **Confidentiality** You must not disclose any information, data or secret of the Town to any person other than representatives of the Town duly designated for that purpose in writing by us and you must not use for your own purposes or for any purpose other than those of the Town any information, data or secret you may acquire as a result of being engaged pursuant to this Agreement.
4. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of interest between your obligations under this Agreement and your obligations to such other person, firm or corporation.
5. **Ownership of Materials** All plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials produced by you under this Agreement (collectively, the “**Intellectual Property**”) are and will remain our property even though you or another party has physical possession of them. You hereby waive in our favour any moral rights you, your employees, sub-consultants or sub- contractors may have in the Intellectual Property. Until the expiry or earlier termination of this Agreement, you may retain copies, including reproducible copies of the Intellectual Property. You must not use the Intellectual Property on other projects or for other clients except with written consent from us. You must obtain our consent before you publish or make public any of the Intellectual Property in book, periodical, electronic or any other form.
6. **Retention of Intellectual Property on Termination** Upon expiry or earlier termination of this Agreement, you must turn over to us all Intellectual Property, keeping a single copy for your own archival purposes.
7. **Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 3, 4, 5, 6 and 8 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
8. **Indemnification** You must indemnify and save harmless us and our elected officials, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising, from an error, omission or negligent or willful act of you or your agents, employees, sub-consultants or sub-contractors, or from your breach of this Agreement.
9. **Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule “B” to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.

10. **Compliance with Laws** You must comply with all laws applicable to the provision of the Services.
11. **Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.
12. **Legal Relationship** The legal relationship between you and the Town arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.
13. **Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this Agreement.

#### PAYMENT

14. **Payment for Services** We must pay you the fees for your Services at the times set out in Schedule “A”. Where you are specifically authorized in Schedule “A” to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule “A” as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued no more than 30 days after receipt of your invoice, in accordance with our accounts payable policies.
15. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

#### TERMINATION AND SUSPENSION

16. **For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.
17. **For Absence** If for any reason you are unable to provide the Services using the individuals or subcontractors named in your proposal and set forth in this Agreement for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.
18. **Suspension** If your Services are suspended by the Town at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the Town to terminate this Agreement upon giving written notice thereof to the Town. In such an event, you shall be paid by the Town for all Services performed and

disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension unless the parties otherwise agree in writing.

19. **With Notice** If we are unwilling or unable to proceed with the Project we may terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination.

## GENERAL

20. **Client to Provide Information** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the Town, in the preparation of the call for proposals and this Agreement, the supply of oral or written information to you, the review of proposals or the carrying out of the Town's responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the Town in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the call for proposals, the supply of oral or written information to proponents, the review of proposals, or carrying out of the Town's responsibilities under this Agreement.
21. **Client to Respond** We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.
22. **Site Access** We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.
23. **Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
24. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the Town or the Consultant shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
25. **Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the Town and the Consultant and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the Town and the Consultant with respect to the subject matters



hereof and may not be modified except by subsequent agreement in writing executed by the Town and the Consultant.

26. **Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
27. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
28. **Designation of Parties** In this Agreement, “we”, “us” and “our” refer to the Town of Ladysmith alone and never refer to the combination of the Consultant and Town. The combination of the Town and the Consultant is referred to as “the parties”.
29. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
30. **Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
31. **Time** Time is of the essence in this Agreement.
32. **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

#### DISPUTE RESOLUTION

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

#### DESIGNATED REPRESENTATIVES

36. **Town Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the “Town Representative”) and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the Town Representative in the place and stead of any person previously designated.

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

**NOTICE**

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

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

Town of Ladysmith by its )  
authorized signatories: )  
 )  
 )  
\_\_\_\_\_)  
Mayor (A. Stone) )  
 )  
 )  
 )  
 )  
 )

\_\_\_\_\_)  
Corporate Officer (D. Smith)

XXXXXXXXXX by its authorized )  
signatories: )  
 )  
 )  
\_\_\_\_\_)  
Name )  
 )  
 )

\_\_\_\_\_ )  
Name )

**SCHEDULE “A”**

**SERVICES AND FEES**

### **SCHEDULE “B” INSURANCE REQUIREMENTS**

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

- (a) Commercial General Liability Insurance
  - i) a provision naming Town of Ladysmith as an additional insured to the Liability Policy;
  - ii) a Cross Liability Clause;
  - iii) Comprehensive General Liability in an amount not less than **\$5,000,000.00**;
  - iv) A provision requiring the Insurer to give the Town 30 days' notice of cancellation or lapsing or any material change in the insurance policy;
  - v) Liability insurance in an amount not less than **\$5,000,000.00** with the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind.
  - vi) this policy shall contain the separation of insureds, cross liability clause in the conditions of the policy, and
  - vii) the Consultant shall provide the Town with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.
  
- (b) Property Insurance

Notwithstanding anything contained elsewhere herein or within the service agreement, it is understood and agreed that the Town will not be liable for any loss or damage to the Consultant's equipment including loss of use thereof. Each and every policy insuring Consultant's equipment to be used on this project shall contain a waiver of subrogation clause in the favour of the Town.
  
- (c) Professional Liability (Errors and Omissions) Insurance
  - (i) The Consultant shall maintain Professional Liability (Errors and Omissions) Insurance coverage with a limit of not less than Five Hundred Thousand (\$500,000) per claim and an aggregate limit of not less than One Million (\$1,000,000) per policy period.
  - (ii) The Consultant shall provide the Town with a certificate of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.
  
- (d) The Consultant shall require that each of his Sub-Contractors provide evidence of comparable insurance in the name of the Sub-Contractor to that set forth under this schedule.
  
- (e) Maintenance of such insurance and the performance by the Contractor of its obligations under this schedule shall not relieve the Consultant of liability under the indemnity provisions set forth in this Agreement.
  
- (f) The Town may take out and maintain the insurance required by this agreement at the cost of the Consultant if the Consultant is in default under this Agreement.

**SCHEDULE “C”  
REQUEST FOR PROPOSALS**

[TOWN TO INSERT RFP DOCUMENT]

**SCHEDULE “D”  
CONSULTANT’S PROPOSAL**

**[INSERT CONSULTANT’S PROPOSAL]**