



LADYSMITH

Infrastructure Services

Request for Proposals

No. 2023-IS-07

**Holland Lake Dam Capacity and
Climate Resiliency Improvements Consultant**

For further information
please contact:

Ryan Bouma

Dir. of Infrastructure Services

250-245-6440

rbouma@ladysmith.ca

RFP Issue Date: **October 30, 2023 at 2:00 p.m.**

Site Visit: **November 20, 2023 at 9:00 a.m.** meet at

Town of Ladysmith Public Works, 330 6th Avenue, Ladysmith

Enquiry Submission Date: **November 23, 2023 at 4:00 p.m.,**

RFP Closing Date: **November 30, 2023 at 2:00 p.m.,**

RFP Opening: **November 30, 2023 at 2:15 p.m.**



LADYSMITH

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1. INTRODUCTION

1.1. Invitation

The Town of Ladysmith (the “Town”) is seeking detailed proposals from consultants (the “Proponent”) in strict accordance with these Request for Proposal (RFP) documents. The proposals will be evaluated for the selection of a consultant (or consultants) with the intent to enter into a contract to provide the services described in Appendix A.

The objective of this project is to complete an assessment of Holland Lake and Dams, determine appropriate options to increase reservoir capacity, design the improvements, work with the Town and regulators to obtain approvals, prepare a tender, and administrate the contract for construction.

A contract will not necessarily result from this RFP.

1.2. Closing Time and Date for Submission of Proposals

The Town will accept hard copies or an electronic copy of proposals in accordance with the instructions contained herein. Proposals will not be accepted by facsimile. **Please note that the Town cannot accept links to file sharing websites.**

Proponents are requested to submit their proposals **no later than 2:00 p.m. on November 30, 2023** to the attention of:

Sue Bouma, Interim Manager of Corporate Services
Town of Ladysmith
410 Esplanade – PO Box 220
Ladysmith, BC V9G 1A2
Email: 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 will be cause for rejection of a proposal.

All submissions must be clearly marked “**Request for Proposal No. 2023-IS-07**”.

The successful proponent 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 following the submission deadline.

1.3. Inquiries

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

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.

Ryan Bouma, P. Eng., Director of Infrastructure Services
330 6th Avenue - PO Box 220, Ladysmith, BC V9G 1A2
250.245.6440
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 Town.

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.

Due to internal scheduling, questions may not be answered until after the on-site meeting (Section 1.4); however, background information will be made available as soon as possible.

1.4. Site Information Meeting

An on-site information meeting is scheduled for **9:00 a.m. on November 20, 2023**. The meeting is optional for all proponents. Proponents are to meet at the Town’s Public Works Yard at 330 6th Avenue with appropriate work boots and be prepared to leave at 9:00am sharp.

The Town will arrange transportation to the site, although proponents may follow in their own vehicle. The road is rough and requires heavy duty tires and suspension. Travel and review of the site is expected to require a minimum of 3 hours and all attendees must be able to attend for the entire duration as returning early will not be possible.

After the site visit, additional time in the Public Works board room will be available to review drawings and discuss the project with the Town Representative. Prior to attendance, an understanding of the Scope of Services described in Appendix A would be beneficial.

Following the site visit it is likely that an addendum will be released with questions and answers from the site visit, although not required. All proponents will be evaluated equally regardless of attendance.

1.5. Addenda

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

1.6. Late Proposals

Proposals received after the closing time will not be accepted or considered. Delays caused by any delivery, courier or mail service will not be grounds for an extension of the closing time.

1.7. 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.

1.8. 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.

1.9. 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:

- 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.
- 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 above.
- 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 for the Town, using the following general criteria:

- Understanding of issues specific to this assignment including proposed work methodology, proposed level of effort, proposed work schedule, and sequence of work;
- Experience and capability of firms and staff in similar assignments;
- Past performance of firm and staff as determined from the Town and references;
- Availability and commitment of resources including staff, office, and technical support;
- Past performance of cost and scheduling control practice; and
- Fee schedule and total cost of services 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.
- Scoring will be weighted 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

3.3 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.

3.4 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.

3.5 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.

4. GENERAL CONDITIONS

4.1 Proponent Expenses

Proponents are solely responsible for their own expenses in preparing and submitting proposals, meetings, negotiations, or discussions with the Town or its representative 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 of 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 Town Representative at any time prior to entering into a contract or the cancellation of this RFP.

4.5 Disclaimers and 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 official, 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 a proposal.

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 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 RFP and all associated documentation is the property of the Town and shall not be copied or distributed without 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 of conditions of this RFP are accepted by the proponent and incorporated in its proposal.

APPENDIX A – SCOPE OF SERVICES

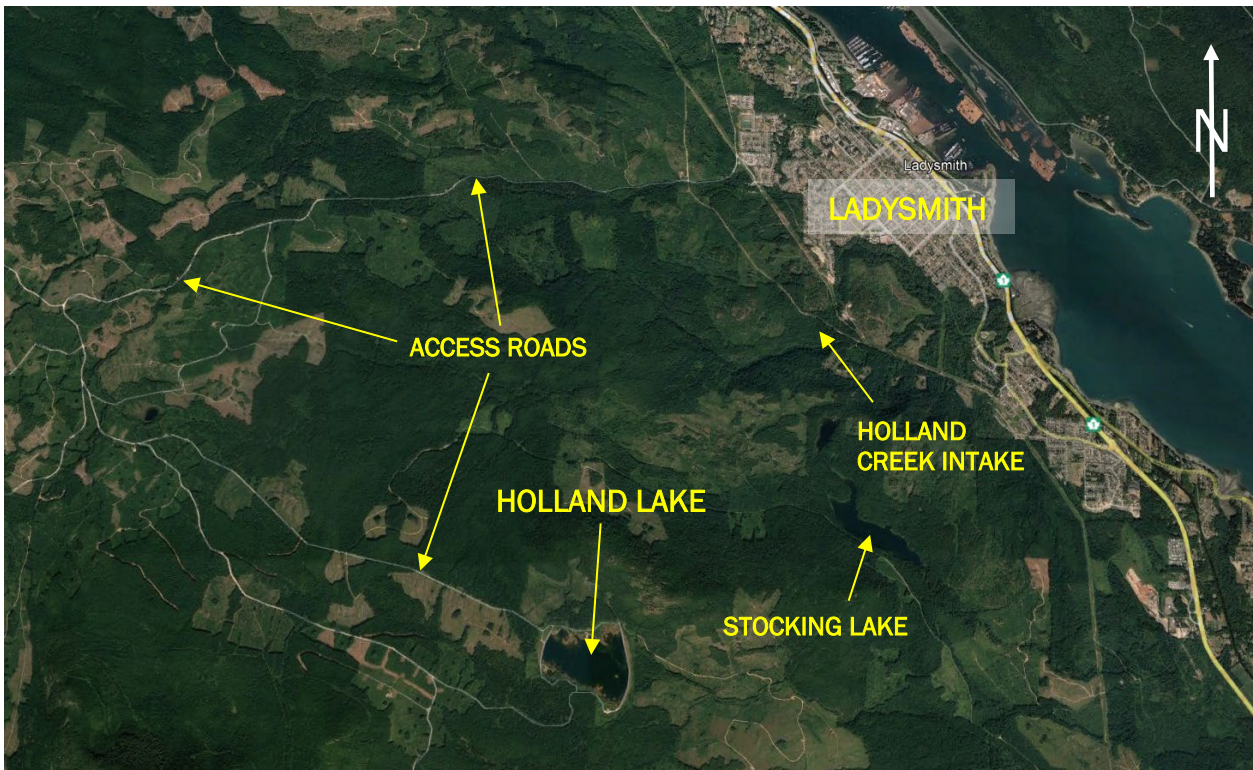
1. OBJECTIVE

The primary objective of this project is to create additional storage in the Town of Ladysmith’s (the Town) Holland Lake reservoir. Additionally, provisions for a future interconnection from Holland Lake to Stocking Lake, upgraded intake and outlet, and improved controls (valves, SCADA, communications, etc.) are envisioned. Future water demands and climate change are anticipated to increase storage needs, therefore the project must meet future needs.

2. PROJECT DESCRIPTION

Holland Lake is situated in the headwaters of Holland Creek and Banon Creek at approximately 48°56’53.38” N and 123°52’06.61” W. Access to the dam is provided through a series of logging roads, owned by Mosaic Forest Management Corp., with the primary access being from the Comox Logging Truck Road that originates near Ladysmith to the north.

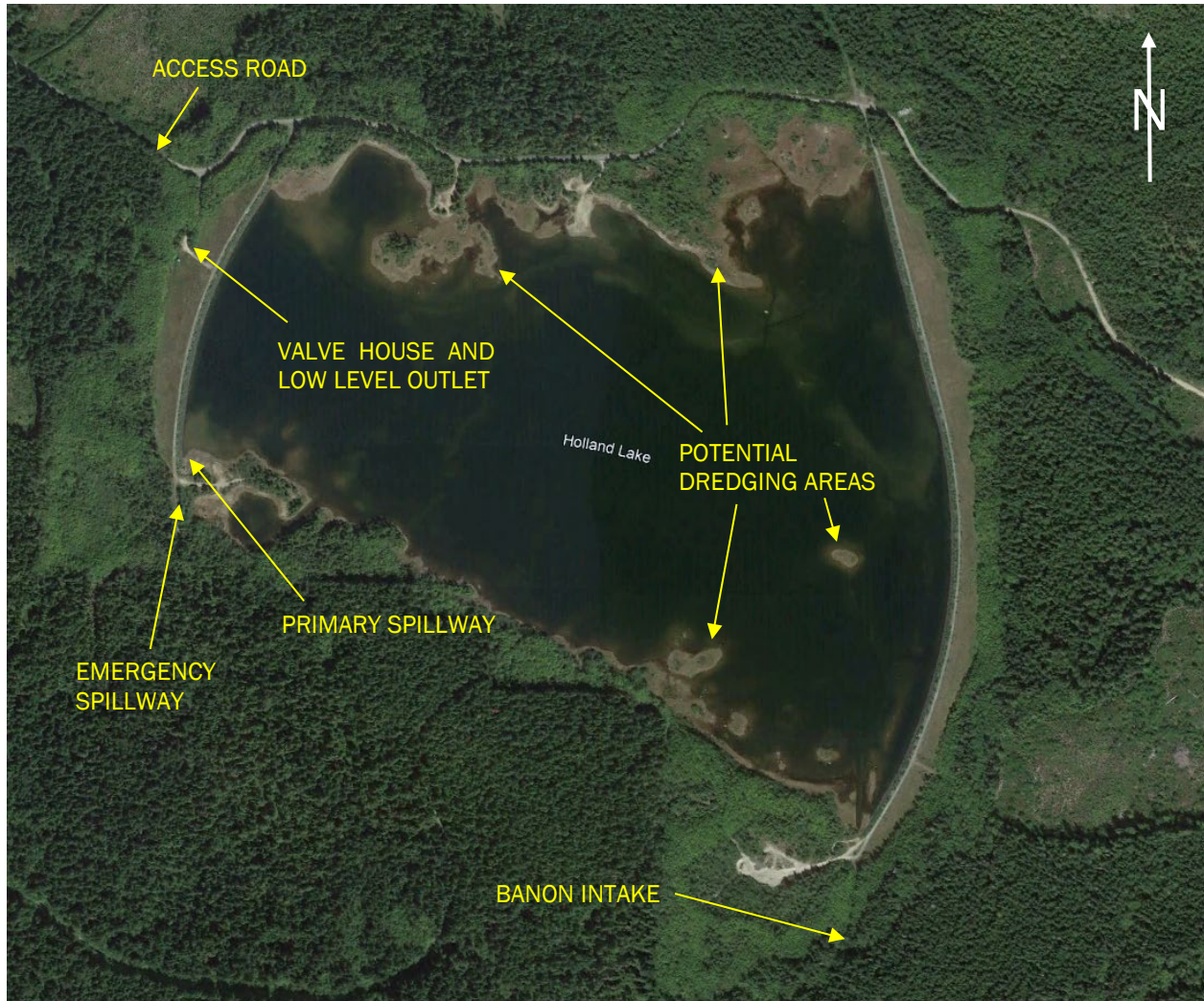
FIGURE 1: Site Location



Holland Lake is impounded by two dams on the east and west sides that were built circa 1980 as indicated by Thurber Engineering record drawings. Both dams are considered Very High risk by BC Dam Safety. Water from Banon Creek is directed into Holland Lake at the east dam between November 1st and May 31st in accordance with water license No. 112813. Water is released into

Holland Creek from the west dam and collected at the Holland Creek Intake near the Town’s water treatment plant. The primary spillway and emergency spillway are located on the west dam. Figure 2 below shows the general location of lake and dam features, although a detailed description of them is available in a Dam Safety Inspection provided by Ecora December 15, 2022 upon request.

FIGURE 2: Site Information



Holland Lake is the Town’s primary water source, although an alternate source via Stocking Lake is available at times. Consideration of lake use during construction is required to maintain the Town’s water system, particularly during the summer and fall.

Town staff anticipate that lake storage can be increased by dredging the lake bottom and “islands” within the lake and/or raising the existing dams. The work will require approval from BC Dam Safety, the Ministry of Environment, Mosaic Forest Management Corp. and potentially more stakeholders. The Town’s water license will need to be updated to reflect the additional storage and release in advance of construction.

Holland Lake dams are due for a Dam Safety Review, which should be incorporated into the project design phase.

3. SCOPE

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

1. Assess the lake, existing dams, inlet and outlets, and spillway structures including subsurface sampling of soil conditions;
2. Complete a Dam Safety Review that the Town can submit to BC Dam Safety;
3. Prepare a report that provides preliminary options to increase lake storage with high level design requirements and cost analysis;
4. Engage with Town staff on the findings of the preliminary options report to make design decisions;
5. Complete a preliminary design based on preliminary decisions to be used for permitting, updating the Town's water license, construction sequencing, and cost estimating;
6. Complete detailed design to be used in a construction tender and provide detailed cost estimating;
7. Prepare and administer a construction tender with the Town including award. The Town's lawyer's may assist as required;
8. Contract administrate the project upon successful award to a contractor(s); and
9. Close the project and provide detailed record drawings to the Town.

The project area is a watershed for drinking water supply. Ladysmith has environmental concerns regarding any personnel and equipment entering the drinking water supply area. It will be necessary to have spill equipment and a response plan in place for work in the area.

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 reports.
 - b. Prepare project delivery schedules and periodic updates.
 - c. Prepare monthly invoices and project progress reports, including documented updates on completion of tasks, deliverable, scheduled milestones, schedule updates, and any concerns with progress to date.
 - d. Reliable and proactive communication with the Town's project manager through the duration of the project.
 - e. Contract administration of the contractor(s) that are hired as part of the project.
 - f. Detailed tracking of change orders, correspondence, and construction schedule of contractor(s).
2. Review of Background Information
 - a. Review applicable consultant studies, drawings, water license, grant information, etc. for information and understanding of the project.

- b. Meet with staff on site to understand staff knowledge of history of the dams and water system.
3. Site Assessment
 - a. Site inspection in order to gather field information, survey, confirm previously collected data and assumptions, and identify potential construction methodology and limitations.
 - b. Subsurface drilling and soil sampling of the dams, shoreline, banon intake location, and surrounding area as proposed.
 - c. Investigation of the lake perimeter to assess the feasibility of raising the lake level.
 - d. Investigation of the lake bed to assess the feasibility of dredging the lake.
 - e. The consultant will be responsible for all coordination, management, and procurement of subcontractors. The Town will facilitate access to the dam site and any communication with Mosaic as needed.
4. Decision Matrix
 - a. Provide an interim report that describes the investigation findings and site characteristics.
 - b. Present all feasible options for dredging the lake, raising the dams, both, or another option.
 - c. Provide recommendations based on cost estimates, water storage increase, constructability, and life expectancy.
5. Preliminary Design
 - a. Civil earthworks and deconstruction of existing dams.
 - b. Environmental protection plan that anticipates construction draw down of the lake and increased lake level following construction.
 - c. Foundation improvements as required, such as drainage improvements, keyways, and subgrade preparation.
 - d. Seepage control including materials, geometry, elevations, etc.
 - e. Instrumentation to communicate intake and outlet flows, levels, weather, and other pertinent information to the Town's SCADA system.
 - f. Embankment interface provisions from the dams to the natural lake embankments.
 - g. Geotechnical considerations in accordance with relevant guidelines from the Canadian Dam Association (CDA) and E&GBC, including static, seismic, and seepage analysis.
 - h. Sealed preliminary drawing package, including plan, profiles, sections, details, construction areas, limitations of construction, etc. to capture 60% design level.
 - i. Construction methodology and material sourcing.
 - j. Cost estimate based on quantity take-offs.
6. Regulatory Permitting
 - a. The constultant is expected to handle applications and correspondence on behalf of the Town with regulators.
 - b. The Town's water license is anticipated to require updating to reflect a greater quantity of water storage based on the preliminary design.
 - c. BC Dam Safety will need to approve of the subsurface assessment as well as the design and construction work.

- d. The Ministry of Environment may need to permit the work and changes to the lake water level.
 - e. Mosaic Forest Management Corp. owns significant portions of land, including the watershed. The Town only owns the immediate lake area. Discussion with Mosaic will be ongoing throughout the project.
 - f. Other regulators and stakeholders in the project will need to be consulted as the project progresses.
7. Detailed Design
- a. Incorporate requests by stakeholders and regulators into the design.
 - b. Advance the preliminary design to a tender-ready design, including cost estimates that can be used for final budgeting purposes.
8. Tender and Contract Administration
- a. Provide the Town with contractor procurement options.
 - b. Prepare a tender package that the Town can post to BC Bid and the Town's website.
 - c. Answer bidder questions and prepare addendums.
 - d. Review bids for compliance and suitability to complete the work and work with the Town's solicitor if needed.
 - e. Host a pre-construction meeting, progress meetings with the contractor, and other relevant construction meetings as required.
 - f. Track contractor progress, schedule, invoicing, and review submittals and field work.
 - g. Keep thorough documentation of communication, changes, RFIs, etc. to help the Town mitigate cost overruns and potential claims.
9. Project Close Out
- a. Review substantial and total completion requests with the contractor.
 - b. Prepare record drawings.
 - c. Make submissions required by stakeholders and regulators following construction.
 - d. Provide an Operation and Maintenance package to the Town.

The Town encourages consultants to present opportunities to add value to the project; however, financial information should consider the scope described above so that all proposals can be evaluated equally. Scope that substantially deviates from the above should be clearly described and priced as separate optional work.

4. COMMUNICATIONS

The Consultant will organize meetings with Ladysmith staff at regular intervals to present and discuss key findings and draft reports. Ladysmith's project manager will accept requests for information and send requests to appropriate internal stakeholders. On occasion, the Consultant may be asked to present findings or answer questions of Ladysmith's Council in a Council or Committee of the Whole meeting. These meetings are typically held outside regular business hours.

5. DELIVERABLES

Although all deliverables for the project are not able to be known, the following deliverables are anticipated:

1. A dam safety review and report submitted to the Dam Safety Officer;
2. Survey of the dams, shoreline, Banon intake, and other pertinent physical locations;
3. Environmental assessment of the lake and Banon intake;
4. Report of options to increase water storage;
5. Design of modifications to the dam and lake to increase water storage;
6. Cost estimates;
7. Water security plan for drinking water supply during construction;
8. Preparation of a tender for the Town to post on BC Bid;
9. Assistance with contractor selection;
10. Contract administration during construction; and
11. Record drawings and electronic modelling files.

6. COMPLETION DATE

A schedule of major tasks is to be included with the technical proposal. The project is planned for completion in the spring of 2027. Major milestones include the report on options to increase storage, the tender, and construction.

7. AVAILABLE DOCUMENTATION

Ladysmith will provide all available records upon request electronically. Contact the Ladysmith project manager to arrange a file transfer.

APPENDIX “B” – FORM OF PROPOSAL

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.

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 References

- a) Provide two recent references which may be contacted concerning your firm's performance on projects of a similar nature.

1.6 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 and deliverables noted in the RFP.

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

APPENDIX “C” – EVALUATION FORM

Town of Ladysmith
Holland Lake Dam Capacity and Climate
Resiliency Improvements
RFP No. 2023-IS-07

Evaluation of Proposals

TECHNICAL EVALUATION

Proposals are awarded a maximum of 450 evaluation points for technical scoring. Scoring will be used to guide proposal selection only. 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.

COSTS INCLUDED IN PROPOSAL EVALUATION

All personnel fees, salaries, wages and reimbursable expenses will be taken into account in the proposal evaluation. A maximum of 200 points will be awarded based on a combination of rates, proposed budget relative to scope, suitable budget allocation to tasks, and value.

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 70% to be considered “technically qualified”.

SCORING

The table below describes the scoring that will be used to evaluate all proposals.

THE FIRM	80
Experience with similar projects	30
General related project experience	20

Location of the firm	30
THE PERSONNEL	155
Project Manager	
General Experience	10
Specific Experience	25
Qualifications	25
Local Knowledge	20
Project Specialists	
Experience	30
Qualifications	25
Local Knowledge	20
THE METHOD	215
General Approach	15
Proposed Team Organization	20
Roles/responsibilities definition	10
Proposed list of activities	50
Project Control and reporting	25
Understanding of objectives	30
Quality of presentation	15
Proposed level of effort	50
PROJECT COSTS	200

INTERVIEWS

The Town may request an interview with any or all shortlisted firms. An interview format has not been determined and would likely focus on areas of a proposal that are unclear to the evaluation team. The outcome of an interview would be used in the evaluation. If an interview is requested, an in-person or Microsoft Teams online meeting would be made available.

APPENDIX “D” – PRO FORMA CONTRACT FOR SERVICES

1. CONTRACT FOR SERVICES

THIS AGREEMENT dated for reference and made as of the _____ day of ___, 202__

BETWEEN:

2. 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:

**3. [CONTRACTOR NAME]
[ADDRESS]**

City, BC, X#X #X#

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

OF THE SECOND PART

4. 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:

5. 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.

6. PAYMENT

1. **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.

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

7. TERMINATION AND SUSPENSION

1. **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.
2. **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.
3. **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.
4. **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.

8. GENERAL

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.

7. **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.
8. **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.
9. **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”.
10. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
11. **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.
12. **Time** Time is of the essence in this Agreement.
13. **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.

9. DISPUTE RESOLUTION

1. **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.
2. **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.
3. **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.

10. DESIGNATED REPRESENTATIVES

1. **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.
2. **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.

11. NOTICE

1. **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)

Corporate Officer)

XXXXXXXXXXXX by its authorized
signatories:)
)

_____)

Name)

_____)
Name)

SCHEDULE “A”

SERVICES AND FEES

12.[CONSULTANT TO COMPLETE]

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.
2. The Consultant shall require that each of his Sub-Contractors provide evidence of comparable insurance in the name of the Sub-Contractor to that set forth under this schedule.
3. Maintenance of such insurance and the performance by the Contractor of its obligations under this schedule shall not relieve the Consultant of liability under the indemnity provisions set forth in this Agreement.
4. The 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.

**13. [CONSULTANT MUST SUBMIT A COPY OF THEIR INSURANCE
CERTIFICATE HERE]**

SCHEDULE “C”

REQUEST FOR PROPOSALS

14.[CONSULTANT TO COMPLETE]

SCHEDULE “D”

CONSULTANT’S PROPOSAL

15.[CONSULTANT TO COMPLETE]