



Request for Standing Offers

Consulting Engineering for Operational Projects for Wastewater Services

Three (3) Year Standing Offer Agreement

Standing Offer Number: 19-070

Issue Date:
October 10, 2019

Closing Date and Time:
Submissions must be received by email to wwengservices@rdn.bc.ca
on or before 3:00 pm on Tuesday, October 29, 2019. Maximum file size is 20 MB.

Contact Person:
Ian Lundman
Operations Superintendent - Wastewater Services
Regional District of Nanaimo
wwengservices@rdn.bc.ca

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1. Invitation to Submit Standing Offer

The Regional District of Nanaimo (“Regional District” or “RDN”) Wastewater Services department is interested in receiving Standing Offers from engineering firms to provide consulting engineering for operational and small capital projects related to wastewater collection, pumping, treatment, and disposal for the Regional District.

Description:	Consulting Engineering for Operational Projects for Wastewater Services - Three (3) Year Standing Offer Agreement
Date Issued:	October 10, 2019
Submission Deadline:	Tuesday, October 29, 2019
Submission Method:	Submissions are to be received via email at wwengservices@rdn.bc.ca . Maximum file size is 20 MB.
Submission Deadline:	3:00 pm (Pacific Standard Time)

The objective of this Request for Standing Offers (RFSO) is to use Submissions to develop a list of pre-qualified consultants to be used for wastewater engineering assignments related to wastewater operational and capital projects.

The RDN would like to select up to 3 firms to be on a pre-qualified list that would be established within each of the following Areas of Specialization:

- Wastewater Treatment Plants.
- Pump Stations and Linear Infrastructure.
- Wastewater & Industrial Process Electrical and Instrumentation.
- Wastewater & Industrial Process Mechanical Engineering.
- Wastewater & Industrial Process Structural Engineering.

Multi-disciplinary firms may be considered under more than one of the above categories. In your response, clearly indicate the category or categories under which your firm would like to be considered.

This Standing Agreement will allow the RDN’s staff to work directly with pre-qualified consultants from this list to complete engineering assignments over the term without needing to issue a separate Request for Proposals (RFP) for each assignment. Individual consulting assignments with total professional fees less than \$50,000 may be assigned to consulting

firms on this list.

Work may be assigned to consulting firms on this list based on the expertise of key individuals in the firm, proposed fee budget, scope, project methodology, availability, and schedule. The selection of which firms would be used for specific assignments will be at the sole discretion of the RDN. The selection of which Area of Specialization will be used for each assignment will also be at the sole discretion of the RDN.

The consultants will provide these services on an “as required” basis for the duration of the term. The contract will be for a three (3) year term anticipated to commence January 1, 2020.

Projects assigned to the successful firms may include but not be limited to planning, design, construction administration, commissioning, operational support, and troubleshooting for the operation of wastewater treatment facilities, pumping, and trunk sewer infrastructure. The scope does not include on-call SCADA support and maintenance which is managed through a separate agreement.

Individual projects will be assigned to complete under this contract under the authority of the Director of Water and Wastewater Services, Manager of Engineering Services, Operations Superintendent, and /or Chief Operators.

At this time, the RDN’s budget for consulting engineering services for operational projects is anticipated to range from \$ 200,000 to \$300,000 per year over the next 3 years depending on consulting assignments required. The Regional District does not however warrant or represent that professional fees over the next 3 years will correspond with this estimate.

The Standing Agreement also does not prevent the RDN from issuing a Request of Proposals or following other procurement processes depending on the nature of the consulting assignment.

Please direct all Standing Offer inquiries and questions in writing by email to:

Ian Lundman

Operations Superintendent of Wastewater Services

Regional District of Nanaimo

wwengservices@rdn.bc.ca

2. Introduction

The Regional District of Nanaimo's Wastewater Services department operates 4 Pollution Control Centers which treat wastewater from approximately 120,000 people in Nanaimo, Parksville, Qualicum Beach, French Creek, and Electoral Areas in the region. The RDN also operates 23 pump stations and two septage receiving sites.

The RDN Wastewater Services is ISO 14001:2015-certified for its environmental management system. This certification ensures the RDN has processes in place to systemically monitor and improve its environmental performance.

The RDN's Wastewater Services department operates the following wastewater treatment facilities:

Greater Nanaimo Pollution Control Centre (GNPCC)

Greater Nanaimo Pollution Control Centre provides primary treatment to wastewater from the communities of Nanaimo, Lantzville, and the Snuneymuxw First Nation. The plant services approximately 91,000 people. Treated effluent is discharged to the Strait of Georgia.

Plant processes include sedimentation, anaerobic sludge digestion, sludge dewatering, and digester gas recovery and biogas reuse in the boilers and for cogeneration. In 2013, a fourth sedimentation tank and a third digester were added to increase the treatment capacity.

GNPCC was originally designed to treat a maximum daily flow of 80 ML/d. The primary treatment plant has since been upgraded to accommodate 127 ML/d.

GNPCC is in the process of an upgrade to secondary treatment which has a completion date at the end of 2019

French Creek Pollution Control Centre (FCPCC)

French Creek Pollution Control Centre (FCPCC) provides secondary treatment to wastewater from the communities of Parksville, Qualicum Beach, French Creek, and areas in Electoral Area F and G. The plant services approximately 27,000 people.

Treatment processes include primary sedimentation, trickling filters and solids contact tanks for secondary treatment, secondary clarifiers, autothermal thermophilic aerobic sludge digesters (ATADs), and sludge dewatering. The plant also includes a chemical wet scrubber and a biofilter for odour control.

The plant is also designed to allow effluent reuse. In previous years, effluent has been used to fill irrigation ponds at the nearby Morningstar golf course however this program finished in 2015.

The 2014 LWMP Amendment contains commitments to expand FCPCC. The RDN is currently undertaking the Stage 4 Expansion Project and Odour Control Upgrade for FCPCC. This project is currently in the detailed design stage.

Nanoose Bay Pollution Control Centre (NBPCC)

Nanoose Bay Pollution Control Centre (NBPCC) provides primary treatment to wastewater from the community of Nanoose including the Fairwinds development. The plant services approximately 1,400 people.

NBPCC provides preliminary and primary treatment of incoming raw wastewater. The treated primary effluent is discharged via an outfall into the Strait of Georgia.

The 2014 LWMP Amendment contains commitment to upgrade NBPCC to secondary treatment. This upgrade is currently planned in 2022 and 2023.

Duke Point Pollution Control Centre (DPPCC)

The Duke Point Service Area includes the industrial development at Duke Point. This facility also services multiple properties in the Cedar neighborhood in Electoral Area A.

The wastewater from the Duke Point Service Area is treated at the Duke Point Pollution Control Centre (DPPCC). The DPPCC is equipped with sequencing batch reactor (SBR) technology. The RDN commissioned the SBR plant in 1998.

DPPCC provides preliminary and secondary treatment. The treated effluent is discharged via an outfall owned by the RDN, which is also used by West Coast Reduction under a Joint Use

Agreement. Effluent is discharged into the Northumberland Channel.

Wastewater Trunk Sewers and Pump Stations

The RDN also operates the trunk sewer systems serving these plants. This infrastructure includes 23 wastewater pump stations, 6 kilometers of force mains, inverted siphon, and 50 kilometers of gravity mains.

Liquid Waste Management Plan (LWMP)

The Regional District has an approved Liquid Waste Management Plan (LWMP) which is a 20 year plan to promote sustainable wastewater management in the region.

The original LWMP was approved in 1997. The LWMP Amendment review and update commenced in 2008. This review included public consultation and First Nations engagement. The Final LWMP Amendment was submitted to the Ministry of the Environment in January 2014. The LWMP Amendment was approved by the Ministry in October 2014.

3. Scope

Consulting engineering services will include but not be limited to the planning, design, construction administration, commissioning, operational support, and troubleshooting related to the operation of wastewater treatment facilities, mechanical, and electrical equipment, pumping, and trunk sewer facilities.

The scope does not include on-call SCADA support and maintenance which is managed through a separate agreement.

The RDN Wastewater Services department would like to select up to 3 firms to be on a pre-qualified list that would be established for each of the following Areas of Specialization.

- Wastewater Treatment Plants.
- Pump Stations and Linear Infrastructure.
- Wastewater & Industrial Process Electrical and Instrumentation.
- Wastewater & Industrial Process Mechanical Engineering.
- Wastewater & Industrial Process Structural Engineering

Multi-disciplinary firms may be considered under more than one of the above categories. In your response, clearly indicate the category or categories under which your firm would like to be considered.

Professional Engineering services will be provided to the District on an “as required” basis for the duration of the agreement. The extent of these services will depend on the expertise of consultant and individuals in the project team, operational needs, and financial requirements. Projects will be assigned to the consulting team to complete under the authority of the Director of Water and Wastewater Services, Manager of Engineering Services, Operations Superintendent and/or the Chief Operators. The selection of which Area of Specialization will be used for each assignment will also be at the sole discretion of the RDN.

When the RDN requests the consultant work on an assignment under the Standing Offer, the consultant will work collaboratively with the RDN to develop a written scope and a fee budget.

When required by the RDN, the consultant will also provide written proposals for proposed

consulting assignments. Time spent by the consultant negotiating scope or preparing written proposals for individual consulting assignments prior to issuance of a Purchase Order are not chargeable.

If the scope and fee budget are approved by the RDN, the consultant will be issued a Purchase Order (PO) number. Following the issuance of a PO for project, any scope or any fee budget changes will need approval by the individual at the RDN managing the project via the RDN's change order process. The consultant will invoice based on actual time incurred on the consulting assignment. Partial hours will be rounded to the nearest quarter hour.

The Proponent's team members should have expertise in the following specializations in engineering design, construction, and optimization of wastewater systems where applicable to the Area(s) of Specialization under which the firm would like to be considered:

- Wastewater Management Planning
- Wet Weather Flow Management
- Reclaimed Water
- Collection Systems
- Wastewater Pump Stations
- Wastewater Treatment Plants
- Integrated Resource Management
- Inflow and Infiltration
- Wastewater Capital Program Development
- Mechanical Equipment and Upgrade Options.
- Municipal/Industrial Electrical Engineering Services
- Municipal/Industrial Structural Engineering Services.
- Residuals Management
- Odour Control
- Cogeneration and Biogas Management
- Source Control
- Marine Outfalls
- Energy Conservation and Sustainability
- Wastewater Master Planning
- Maintenance Planning
- Linear Infrastructure Design
- Sanitary Flow Monitoring
- Wastewater/ Mechanical Engineering
- Municipal/Industrial Instrumentation and Process Control Engineering Services.

Table 1 shows the anticipated budget for consulting engineering for various wastewater operational and small capital projects anticipated over the next 3 years.

Table 1 –Anticipated Budget for Consulting Engineering for Wastewater Operational Projects in 2020 and 2021

	Forecast Budget		
	2020	2021	2022
Professional Engineering Services <i>-Southern Community, Northern Community, NBPCC, and DPPCC budgets</i>			
Engineering Services for Minor and Major Capital Upgrades	\$90,000	\$100,000	\$110,000
Operational Consulting	\$40,000	\$50,000	\$60,000
Small Capital Project Professional Fees	\$70,000	\$80,000	\$90,000
TOTAL	\$200,000	\$230,000	\$260,000

This list of potential projects is included for the information of Proponents. This list is not exclusive neither does the Regional District guarantee these figures or warrant that all the potential consulting assignments listed will be undertaken by firms on the pre-qualified list.

The Standing Agreement also does not prevent the RDN from issuing a Request of Proposals or following other procurement processes depending on the nature of the consulting assignment.

The RDN is also in the process of upgrading GNPCC to secondary treatment, Stage 4 Expansion Project and Odour Control Upgrade at FCPCC, and a secondary treatment upgrade at NBPCC. The Standing Offer Agreement will not include consulting engineering for these three projects.

4. Request for Standing Offers (RFSO) Terms and Conditions

This section describes the terms and conditions of the Request for Standing Offers process.

4.1 General

Before submitting a response to this RFSO (a “Submission”), proponents must satisfy themselves about the nature and location of the work, local conditions, the professional services, equipment, technology and facilities needed for the execution of the work, and all other factors that might have a bearing on their Submission. Proponents are fully responsible for obtaining all information required for the preparation of their submission and the execution

of the work

Proponents are solely responsible for their own expenses in preparing and completing their Submission for this RFSO, and for any meeting, negotiations, or discussions with the RDN or its representatives and consultants, relating to or arising from this RFSO. Proponents agree that by participating in the RFSO process, and/or submitting a Submission they have no claim for compensation.

4.2 Contact Person

The contact person for the RDN is:

Ian Lundman

Superintendent of Wastewater Services

Regional District of Nanaimo

wwengservices@rdn.bc.ca

4.3 Requests for Information

Any requests for information (RFI) related to this Request for Standing Offers (RFSO) are to be directed in writing by email to Ian Lundman at wwengservices@rdn.bc.ca.

4.4 Enquiries and Addenda

Proponents considering sending in a Submission should submit Receipt Form in Appendix A to allow individual (s) at their organization to receive written Addenda during the procurement process. The Regional District will only respond to questions that are submitted in writing.

The responses to any written questions received by Regional District staff will be issued to all potential Proponents as a written Addendum.

Each addendum shall be incorporated into and become part of the RFSO document. No amendment of any kind to the RFSO is effective unless it is contained in a written addendum sent out by the RDN's Wastewater Services department. Proponents are solely responsible for checking for all addenda on the RDN website (www.rdn.bc.ca) or BC Bid website (www.bcbid.gov.bc.ca) and including said addenda in their final Submission.

4.5 Closing Date

Submission must be received by email to wwengservices@rdn.bc.ca before 3:00 pm on Tuesday, October 29, 2019 . The file size for the Submissions must be less than 20 MB.

There will be no public opening for this RFSO.

4.6 Late Responses

Late submissions will not be accepted. In the event of a dispute, the receipt time will be the time recorded for the submission at the RDN.

4.7 Signed Offer

The Submission to this RFSO should also include a signed 'Offer of Services' and the offer must be signed, by a person authorized to sign on behalf of the proponent(s) and to bind the Proponent(s) to statements made in the Standing Offer.

4.8 Changes to Standing Offer Wording

The Proponent will not change the wording of its Standing Offer after the closing date and time specified on the front cover of this RFSO and no words or comments will be added to the Standing Offer unless requested by the RDN for purposes of clarification.

4.9 Withdrawal

Submissions may be withdrawn prior to the deadline upon emailed notice to Ian Lundman. Withdrawn Standing Offers may be replaced by alternative Standing Offers providing emailed notice of intent is delivered to Ian Lundman at least 24 hours prior to the deadline for closing noted above.

Submissions must remain valid for 90 days following the RFSO closing date and time noted. Standing Offers are irrevocable after the closing date and time.

4.10 Acceptance of Standing Offers

This RFSO is not an agreement to purchase goods or services. The RDN is not bound to enter into a Contract with any proponent. Standing Offers will be assessed in light of the evaluation criteria. The RDN will be under no obligation to receive further information, whether written or oral, from any Proponent. The Offer of Services will prevail whether accurate or not.

The acceptance of any Submission will be subject to approval by the Board of the Regional District.

4.11 Definition and Form of Contract

The receipt of an Offer of Services in response to this RFSO will not constitute a contract. A contract will not be entered into until the RDN accepts the Standing Offer and the RDN and the proponent enter into a full written Contract. Only after a contract is mutually agreed to and signed by both parties, will a proponent acquire any legal or equitable rights or privileges.

The RDN's preferred form of Contract is attached in Appendix B. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that the RDN consider making revisions to the form of Contract, including the scope of Services. Proponents should submit such requests to the RDN well before the Closing Date and Time. If the RDN agrees to a request received prior to the Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

4.12 Agreement with Terms

By sending in a submission in response to this RFSO, the Proponent agrees to all the terms and conditions in this RFSO document. Proponents who have obtained the RFSO electronically must not alter any portion of the document, except for adding the information requested. To do otherwise will invalidate the submission.

4.13 Modification of Terms

The RDN reserves the right to modify the terms of this RFSO, in its sole discretion, at any time up to 3 working days prior to the noted closing date. This includes the right to cancel this RFSO at any time without entering into a Contract.

4.14 Liability for Errors

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

4.15 Reservation of Rights

The Regional District reserves the right, at its sole discretion to waive any defect or irregularity in any or all submissions to this RFSO and to negotiate with any Proponent. The Regional District also reserves the right to:

- Accept any Submission.
- Reject any Submission
- Reject all Submissions.
- Reject a Submission even if it is the only one received
- Contact any or all Proponents to clarify or confirm information provided, without any obligation to Contact any other Proponent

- Invite any or all Proponents to provide brief presentations
- Negotiate with one or more Proponent without any obligation to advise, consult with, or enter into more discussions with any Proponent.

All of the above as considered by the Regional District to be in its best interests.

4.16 Ownership of Responses

All documents submitted to the Regional District become the property of the Regional District. The Regional District is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while Section 21 of that *Act* does offer some protection for third party business interests, the Regional District cannot guarantee that any information provided to the Regional District can be held in confidence. To the extent that is it legally able to do so the Regional District may, but will not be obligated to, hold in confidence any information specifically identified by the Proponent as being confidential.

4.17 Confidentiality of Information

Information pertaining to the RDN obtained by the proponent as a result of participation in this RFSO is confidential and must not be disclosed without written authorization from the RDN.

4.18 Not a Tender Call

This RFSO is not a tender call, and the submission of any response to this RFSO does not create a tender process.

4.19 Environmental Management System

The Proponent must comply with environmental requirements of the Wastewater Service's Environmental Management System (ISO 14001:2015). These requirements are specified in the department's Contractor-Supplier Package which must be signed by the successful Proponent. This package can be found on the following webpage:

<https://www.rdn.bc.ca/wastewater-contractor-supplier>

5. Evaluation

The evaluation of Submissions will be undertaken on behalf of the Regional District by an Evaluation Team appointed by the Regional District, which may consist of one or more persons. The Regional District reserves the right and at its sole discretion to choose the Evaluation Team members.

Submissions will be evaluated and ranked in order of increasing evaluation score by Area of Specialization.

The evaluation committee will select up to 3 firms with the highest evaluation scores to be on a pre-qualified list that would be established within each of the following Areas of Specialization.

- Wastewater Treatment Plants.
- Pump Stations and Linear Infrastructure.
- Wastewater & Industrial Process Electrical and Instrumentation.
- Wastewater & Industrial Process Mechanical Engineering.
- Wastewater & Industrial Process Structural Engineering

Multi-disciplinary firms may be considered for more than one of the above categories.

6. Submission

6.1 Submission Format

Submissions will consist of a cover letter and be not more than fifteen (15) 8 ½ by 11 pages in length excluding title page, cover letter, table of contents, resumes, and project data sheets. Minimum font size for submissions should be 10 pt.

Please include both the Technical and Financial Submission in the same Submission. Submissions will be made by email to wwengservices@rdn.bc.ca. Maximum file size is 20 MB.

Each Submission must be arranged as follows:

Title Page Showing the closing date and time, proponent name, address, and contact persons.

Letter of Introduction (Signed Offer) - One page, introducing the Proponent and signed by the person(s) authorized on behalf and to bind the proponent to statements made in response to this RFSO.

Table of Contents – Include page numbers

Executive Summary

- Clearly indicate the Area or Areas of Specialization for which your firm would like to be considered.

Technical Submission (60% of Evaluation Score) –Section 6.2

Financial Submission (40% of Evaluation Score) – Section 6.3

Appendix A

- Provide Resumes for all individuals listed in the Technical Submission.

Appendix B

- Attach Project Datasheets identifying relevant projects

6.2 Technical Submission (60% of Evaluation Score)

6.2.1 Project Team Experience

- Clearly indicate the Area(s) of Specialization for which your firm would like to be considered.
- Describe experience and capacity to undertake this assignment for each of the key proposed personnel, including proposed duties, responsibilities and office location. Include a proposed team organization chart.
- The evaluation will consider individual team member's experience with planning, design, construction administration, commissioning, operational support, and troubleshooting for the operation of wastewater and industrial processes in relation to the Area(s) of Specialization under which the firm would like to be considered.
- The evaluation will also focus on experience in the specializations in engineering design, construction, and optimization of wastewater systems in **Section 3.0**.
- The evaluation will also focus on the firms' organization and proposed team, including sub-consultants and specialists.
- Resumes should be provided for all individuals listed in Appendix A of their Submission. Resumes will be evaluated to assess the experience of team members.

6.2.2 Past Performance, Corporate Experience, and References.

- Demonstrate your firm's and team member's experience with wastewater operational and small capital consulting projects for wastewater and/or industrial process facilities of a similar nature to the RDN's facilities.
- Provide background on your firm and proposed subconsultants if applicable.
- Describe your firm's quality management and environmental protocols.
- List five relevant project names, scope of work, value of projects, value of services provided, company personnel involved and client/owner references with contact names and telephone numbers. References may be contacted to assess the previous relevant experience of the firm and team members.
- Preference will also be provided to Proponents which can demonstrate in their Submission that the relevant experience was completed by the same team members as identified for the Standing Agreement with the RDN.
- Project datasheets can be provided in Appendix B of their Submission to provide additional information on relevant projects completed

6.2.3 Project Management Approach and Methodology

- Discuss the project management of the consulting team, main project contacts, contact protocols both internally and with RDN staff, and show the relationship between key members of the project team.
- Provide information on how engineering services will be provided if your main office is located outside the Regional District. (i.e. How will traveling be handled and what will the associated costs be)
- List those services which sub-consultants would be required (i.e. structural, electrical, geotechnical, architecture, etc.)
- Proponents should discuss their approach to establishing a scope and budget for a project identified by RDN staff.
- The Proponent should also describe their approach to controlling consulting costs on a project. The Proponent should also discuss their approach towards jointly establishing the scope for projects in advance with the RDN and keeping the RDN fully aware of the implications of any change of direction.

6.3 Financial Submission (40% of Evaluation Score)

- Identify charge out rates for each individual on the project team. Hourly rates must include travel to site. Proponents must identify any and all travel costs expected.
- Provide disbursements as a percentage.
- Provide options to allow for regular meetings with Regional District of Nanaimo staff.
- Advise whether travel time is to be charged and if so, at what rates.
- The Proponent must describe how charge out rates will be adjusted (if applicable) during the three-year contract. All possible fees and charges must be identified in the Proponent's Submission.

The Financial Criteria evaluation score for charge out rates will be completed based on an analysis of the experience for each team member in comparison to experience level as per the most recent *Consulting Engineers Fee Guideline* from the Association of Consulting Engineering Companies of British Columbia. Firms with the lowest rates by experience level in comparison to the guideline would receive the highest score. Rates will also be evaluated based on average rates over the 3-year term. Assumptions made in this analysis will be determined by the RDN on its sole discretion.

Travel and disbursements will also be used to determine the score.

APPENDIX A: RECEIPT CONFIRMATION FORM



Request for Standing Offers

Consulting Engineering for Operational Projects for Wastewater Services – Three (3) Year Standing Offer Agreement

Closing date and time: Prior to 3:00 PM (15:00 hours) October 29, 2019

As receipt of this document, and to directly receive any further information about this Request for Standing Offers, please return this form to:

Ian Lundman
Operations Superintendent - Wastewater Services
wwengservices@rdn.bc.ca

COMPANY NAME: _____

STREET ADDRESS: _____

CITY/PROVINCE: _____

POSTAL CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

SIGNATURE: _____

APPENDIX B: ENGINEERING CONSULTANCY STANDING AGREEMENT

REGIONAL DISTRICT OF NANAIMO

ENGINEERING CONSULTANCY STANDING AGREEMENT

THIS AGREEMENT made the 1 day of January 2020.

BETWEEN:

OF THE FIRST PART (hereinafter called the "Regional District")
AND:

OF THE SECOND PART (hereinafter called the "Consultant")

WHEREAS:

- a) The Regional District intends to engage the professional services of the Consultant in connection with the Project for the term of this Agreement;
- b) The Regional District called for proposals for engineering consulting services to the Regional District on an as-needed basis;
- c) The Consultant in reply to the proposal call submitted a proposal dated the day of (the "**Proposal**") which the Regional District has accepted under the terms set out herein;
- d) The Regional District has agreed to engage the Consultant, and the Consultant has agreed to be engaged by the Regional District in respect of the Proposal on the terms and subject to the conditions set out in this Agreement.

NOW THEREFORE the Regional District and the Consultant, in consideration of their mutual duties and responsibilities to one another as set out in this Agreement, agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 "**Agreement**" means this Agreement for professional services, the Consultant's proposal, and all other schedules attached to this Agreement.
- 1.2 "**Consultant's Proposal**" means the proposal submitted by the Consultant to the Regional District, and which is attached to and forms part of this Agreement as Schedule "C".
- 1.3 "**Disbursements**" means the reimbursable expenses detailed in Article 4.
- 1.4 "**Project**" shall refer to the Project described in paragraph 1.0 of Schedule "A".
- 1.5 "**Project Coordinator**" means the Manager of Wastewater Services appointed by the Regional District and designated as Project Coordinator.
- 1.6 "**Services**" means the Consultant's duties and responsibilities to the Regional District as described in Schedule "A".

- 1.7 **"Sub-Consultant"** means any registered professional engineer, scientist, architect or other specialist engaged by the Consultant in connection with the Project.

ARTICLE 2 - CONSULTANT'S DUTIES AND RESPONSIBILITIES TO THE REGIONAL DISTRICT - THE CONSULTANT MUST:

- 2.1 Render the Services to the Regional District under this Agreement with that degree of care, skill and diligence normally provided by Consultants having similar qualifications in the performance of duties of a similar nature to that contemplated by this Agreement at the time and place that such services are rendered and more particularly set out in Schedule "A".
- 2.2 Charge for the performance of all of the Service only the fees and disbursements authorized under this Agreement.
- 2.3 Perform the Services to be provided in this Agreement agreed upon in the work program schedule within the time limits specified in Schedule "A" or, if no time limit is specified for the project or for a particular component of the project, the Consultant will perform the services promptly.
- 2.4 Obtain and maintain the insurance in accordance with Schedule "B" of this Agreement.
- 2.5 Engage Sub-Consultants as permitted by this Agreement.

ARTICLE 3 - REGIONAL DISTRICT'S DUTIES AND RESPONSIBILITIES TO THE CONSULTANT - THE REGIONAL DISTRICT MUST:

- 3.1 Make available to the Consultant all relevant information or data pertinent to the Project which is in the hands of the Regional District and is required by the Consultant and instruct the Consultant to the extent of the Regional District's ability as to the Regional District's total requirements in connection with the project. The Consultant will be entitled to rely upon the accuracy and completeness of such information and data furnished by the Regional District, except where it is a breach of the standard of care set out in section 2.1 or unreasonable to do so.
- 3.2 Authorize the Consultant to act as its agent for such purposes as are necessary to the Consultant providing the Services.
- 3.3 Give reasonably prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to the Regional District by the Consultant, and, whenever prompt action is necessary, where possible inform the Consultant of a decision in such reasonable time so as not to delay the services of the Consultant.
- 3.4 Pay to the Consultant the consultancy fee the Services rendered under this Agreement determined in accordance with Schedule "A" to this Agreement.

ARTICLE 4 - REIMBURSABLE EXPENSES

- 4.1 The Regional District must pay to the Consultant within thirty (30) days of receipt of invoice, the following disbursements incurred by the Consultant in rendering the Services:
- (a) The expense of necessary and reasonable transport, subsistence and lodging in connection with the Project as set out in Schedule "A".
 - (b) The expense of Sub-Consultants as per their invoices, at cost.
 - (c) All other reasonable and necessary disbursements made by the Consultant in rendering the Services, other than those listed above.
 - (d) All the Consultant's direct costs of reasonable office photocopying, printing, reproductions, mailing, packaging, shipping, deliveries, and duties, long distance telephone charges and sales tax and goods and services tax and other normal disbursements necessarily incurred by the Consultant in connection with the performance of this Agreement.
- 4.2 Except as otherwise agreed in writing the Regional District shall not be liable to pay or reimburse the Consultant for any other costs incurred or expenditures made on behalf of the Regional District.
- 4.3 The Consultant must keep and maintain accurate time sheets, proper accounts and records of all expenditures in connection with the Services performed under this Agreement, and these shall at all times be open to audit and inspection by the authorized representative of the Regional District.
- 4.4 The Consultant must submit monthly statements and vouchers to the Regional District to verify all disbursements.

ARTICLE 5 - TERMINATION AND SUSPENSION

BY THE REGIONAL DISTRICT:

- 5.1 If the Consultant is in default in the performance of any of its material obligations set forth in this Agreement, then the Regional District may, by written Notice to the Consultant require such default to be corrected. If within thirty (30) days after receipt of such Notice the default has not been corrected or reasonable steps to correct the default have not been taken, the Regional District, without limiting any other right he may have, may immediately terminate this Agreement and must pay the Consultant for the services rendered and disbursements incurred by the Consultant to the date of termination, less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District or by any person employed by or on behalf of the Regional District arising from the Consultant's default.
- 5.2 If the Regional District is unwilling or unable to proceed with the Project, the Regional District may terminate this Agreement by giving fifteen (15) days prior written notice to the Consultant. Upon receipt of such written Notice, the Consultant must perform no further Services other than those reasonably necessary to close out his Services. In that event the Regional District must pay the Consultant for all Services performed and for all disbursements incurred pursuant to this Agreement and

remaining unpaid as of the effective date of such termination, up to the amount of the maximum fee.

BY THE CONSULTANT:

- 5.3 If the Consultant's Services are suspended by the Regional District at any time for more than thirty (30) days and the suspension is not related to an act or default of the Consultant, then the Consultant shall have the right at any time until such suspension is lifted by the Regional District, to terminate this Agreement upon giving written Notice of termination to the Regional District and the Regional District must pay the Consultant for all Services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension, unless the parties otherwise agree in writing.

ARTICLE 6 - ARBITRATION

- 6.1 All matters in dispute under this Agreement may, with the concurrence of both the Regional District and the Consultant, be submitted to arbitration pursuant to the *Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
- 6.2 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 Regional District or the Consultant.
- 6.3 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.
- 6.4 The laws of the Province of British Columbia shall govern this Agreement and any arbitration or litigation in respect thereof.
- 6.5 The award of the arbitrator shall be final and binding upon the parties.
- 6.6 Costs of the arbitration must be divided equally between the parties.

ARTICLE 7 - CONFIDENTIALITY AND OWNERSHIP

- 7.1 The Consultant must not disclose any information, data or secret of the Regional District to any person other than representatives of the Regional District duly designated for that purpose in writing by the Regional District and must not use for the Consultant's own purposes or for any purpose other than those of the Regional District any information, data or secret the Consultant may acquire as a result of being engaged pursuant to this Agreement.
- 7.2 The Consultant must not, during the term of this Agreement perform a service for, or provide advice to any person, firm or corporation, which gives rise to a conflict of interest between the obligations of the Consultant under this Agreement and the obligation of the Consultant to such other person, firm or corporation.
- 7.3 All plans, maps, reports, specifications, manuals, preliminary drafts, copies, data and information and all other property and materials which are produced under this Agreement are and will remain the property of the Regional District even though the Consultant or another party has physical possession of them. Until the termination of this Agreement, the Consultant may retain copies, including reproducible copies, of

maps, reports, manuals, data or information in connection with the Services. The Consultant must not use the maps, reports, manuals, plans, specifications, preliminary drafts, copies, data, information or other property and materials which are produced under this Agreement on other projects or for other clients except with written consent from the Regional District.

- 7.4 Upon termination of this Agreement, the Consultant must turn over to the Regional District all maps, reports, plans, specifications, manuals, preliminary drafts, copies, data and information and all other property and materials produced under this Agreement.
- 7.5 The parties to this Agreement recognize that a breach by the Consultant of any of the requirements contained in paragraphs 7.1 to 7.4 hereof would result in damages to the Regional District and that the Regional District could not adequately be compensated for such damages by monetary award. Accordingly, the Consultant agrees that, in the event of any such breach, in addition to all other remedies available to the Regional District at law or in equity, the Regional District shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with this article.
- 7.6 It is understood and agreed that the agreements contained in paragraphs 7.1 to 7.5, 18.1 and 18.2 shall subsist even if the rest of this Agreement shall be terminated for any reason whatsoever and that those paragraphs are severable for such purpose.

ARTICLE 8 - DESIGNATED REPRESENTATIVES

- 8.1 The Regional District has designated the Director of Water of Wastewater Services as Project Coordinator to act on the Regional District's behalf with respect to the performance of this Agreement and may at any time or from time to time or afterwards by notice in writing to the Consultant, designate another person to act in the place and stead of any person previously designated.
- 8.2 The Consultant has designated [REDACTED], as representative to act on the Consultant's behalf with respect to the performance of this Agreement (herein referred to as the "Project Manager") and may at any time or from time to time thereafter, upon written approval from the Regional District, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

ARTICLE 9 - NOTICES

- 9.1 Unless otherwise specified herein, any Notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, telexed or sent by facsimile to or delivered at 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 will be deemed to have been received seventy-two (72) hours after being mailed, telexed or faxed, seventy-two (72) hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile is interrupted by strike, slow down, force majeure or other cause, 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 such services which have not been so interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

ARTICLE 10 - ENTIRE AGREEMENT

- 10.1 This Agreement constitutes the entire Agreement between the Regional District and the Consultant and supersedes all previous expectations, understandings, communications, representations and agreements whether verbal or written between the Regional District and the Consultant with respect to the Services and may not be modified except by subsequent agreement in writing executed by the Regional District and the Consultant.
- 10.2 The Regional District may issue to the Consultant a Change Notice to make changes to the work, omit part of the work, or require additional work. A Change Notice shall form a schedule to this Agreement and the terms of the Change Notice shall prevail over any other provision of the Agreement, in the event of an inconsistency between them. The Regional District and the Consultant shall appraise the value of the changes to the work specified by the Change Notice, and within sixty (60) days of receipt of the Change Notice, agree on the new price to be paid for the work or the reduction in the fee payable to the Consultant.

ARTICLE 11 - NO DUTY OF CARE

- 11.1 The Consultant acknowledges that the Regional District, in the preparation of the contract documents, supply of oral or written information to consultants, review of proposals or the carrying out of the Regional District's responsibilities under this Agreement, does not owe a duty of care to the Consultant and the Consultant waives for itself, its successors and assigns, the right to sue the Regional District 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 Request for Proposals, supply of oral or written information to proponents, review of proposals, or carrying out of the Regional District's responsibilities under this Agreement except as specified in Article 3.

ARTICLE 12 - WAIVER

- 12.1 Except as may be specifically agreed in writing, no action or failure to act by the Regional District or the Consultant shall constitute a waiver of any right or duty afforded any 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.

ARTICLE 13 - RELATIONSHIP

- 13.1 The legal relationship between the Consultant and the Regional District arising pursuant to this Agreement is that of an independent contractor and purchaser of such services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Consultant and the Regional District to be that of employee and employer.

ARTICLE 14 - VALIDITY

- 14.1 If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

ARTICLE 15 - LAW

- 15.1 This Agreement shall be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia.

ARTICLE 16 - HEADINGS

- 16.1 The captions or headings appearing in this Agreement are inserted for convenience.

ARTICLE 17 - TRANSFER OF INTEREST

- 17.1 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 any interest in this Agreement without the prior written consent of the Other.
- 17.2 Whenever the singular or masculine is used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context of the parties to require.

ARTICLE 18 - INDEMNIFICATION

- 18.1 The Consultant shall release, indemnify and keep indemnified the Regional District, its officers, employees, servants, agents and contractors of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from an error, omission or negligent act or delay of the Consultant in the performance of the Services by the Consultant or Sub-Consultant or arising from the breach of this Agreement by the Consultant or a Sub-Consultant.

- 18.2 The Consultant shall compensate the Regional District for any loss or any damage to the Regional District's premises or property, arising out of the performance of the Services.

ARTICLE 19 - SAFETY

- 19.1 The Consultant will comply with all statutory occupational health and safety requirements under or in connection with the *Workers Compensation Act* and *Occupational Health and Safety Regulation* in performance of the Services and the Consultant represents and warrants to the Regional District that it is in compliance with all requirements of the *Workers Compensation Act*, including with respect to registration and payment of assessments.

The Consultant must also comply with all site-specific safety and personal protective equipment (PPE) requirements at all times.

ARTICLE 20 –ENVIRONMENTAL MANAGEMENT SYSTEM

- 20.1 Whereas the Regional District of Nanaimo's Wastewater Services (WWS) is operating to the ISO 14001:2015 standard, it is a condition of this contract that the Contractor comply with the WWS' Environmental Management System (EMS).

As per PM-08.0 Element 7.2 Competence and Element 7.3 Awareness, paragraph 5.11 of the WWS' EMS Policy and Procedure Manual:

1. Any contracted personnel whose activities can create a significant impact (as defined by the WWS' EMS) on the environment are required to undergo training. Such training will require one session of approximately one half hour.

2. While the Regional District of Nanaimo (the RDN) will provide the initial training to a representative Contractor, it is the responsibility of the Contractor to train the Contractor's own personnel, as well as any personnel of the Contractor's Subcontractor who will be working on a site of WWS.

3. The Contractor hereby warrants that it will provide any ISO 14001 related training which the RDN deems necessary to the Contractor's own personnel and any personnel of the Contractor's Subcontractor and will forward records thereof to the RDN at no additional charge to the RDN.

IN WITNESS WHEREOF the Regional District of Nanaimo and the Consultant have executed this Agreement as of the day, month and year first above written hereto have set their hands and seals as of the day and year first above written.

REGIONAL DISTRICT OF NANAIMO)
by its authorized signatories:)
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SCHEDULE "A"

CONSULTANT'S SERVICES, SCHEDULE AND FEES

1.0 THE PROJECT

- 1.1 The Project is to act as a Regional District Consultant that would conduct various engineering assignments as requested by the Wastewater Services department.

2.0 THE SERVICES

- 2.1 The Services consist of all work necessary to provide advice, assistance, documents, plans, analyses necessary to the Project or as requested by the Regional District in connection with the Project in accordance with the Consultant's Proposal and this Agreement.
- 2.2 The Services shall be defined as specific tasks by the Regional District and identified by way of a specific purchase order with an associated scope of work.
- 2.3 Scope for each assignment will be negotiated between the RDN and the Consultant. The Consultant will be required to submit written proposals and fee budgets for consulting assignments when required by the RDN.
- 2.4 Time spent negotiating scope or preparing written proposals for individual consulting assignments prior to issuance of a Purchase Order will not be chargeable to the RDN.
- 2.5 Consulting rates and other fees and charges identified in the Proposal are fixed over the term of the agreement. All fees and charges must be identified in the Proposal.
- 2.6 Invoicing will be based on actual consulting time spent on the consulting assignment to the maximum total on the Purchase Order. Partial hours will be rounded to the nearest quarter hour.

3.0 TERM AND SCHEDULE

- 3.1 The Services shall be provided commencing with the date of execution of this contract by the Regional District and shall be for a period of three (3) years.
- 3.2 The Regional District and the Consultant may amend this Schedule by written agreement.

4.0 ASSIGNING WORK

- 4.1 The Consultant shall work with the Regional District to assign work to the Consultant's employees with the qualifications and experience to do the work to the appropriate standard.

5.0 ADDITIONAL WORK

- 5.1 The Regional District may, in its discretion, request that the Consultant provide additional services beyond the scope of Services contained in the Proposal.

6.0 DELIVERABLES

6.1 The Consultant shall provide written and oral reports as required by the Project.

6.2 The following requirements pertain to formatting of Deliverables such as engineering reports, drawings, and spreadsheets prepared in consulting assignments associated with this contract:

- The Consultant will provide the Regional District with digital files for the projects which fall under this contract. This includes but is not limited to: Adobe Acrobat Portable Document Format (PDF), AutoCAD (DWG), Microsoft Word (DOC), Excel (XLS, etc.).
- If the Consultant decides to use password protection for digital files, the consultant must provide the Regional District staff a copy of this password when submitting files and/or on request by Regional District staff.
- The Consultant must provide deliverables in a format that meets internal protocols for the storage and labelling of digital files. Engineering drawings must be produced to meet Regional District requirements for storage on SharePoint, for example using the correct drawing bindings and use of the Regional District's library reference numbers.
- All hard copy deliverables upon the completion of any given project must also be able to be transmitted to the Regional District digitally.

7.0 PAYMENT

7.1 The amount payable by the Regional District to the Consultant for fees and disbursements is in accordance with the Consultant's Proposal.

7.2 The Consultant will be paid for work performed on a monthly basis, including fees and disbursements. The Regional District's payment policy is a minimum of thirty (30) days from date of invoice.

7.3 A completed Regional District invoice Consultant Progress Certificate must be submitted with each billing.

SCHEDULE "B"

INSURANCE

1. The Preferred Proponent shall, at their own expense, provide and maintain until the completion of the Project the following insurance in a form acceptable to the Regional District with an insurer licensed in British Columbia:

(a) Comprehensive Public Liability and Property Damage	\$3,000,000.00
(b) Professional Liability	\$1,000,000.00
(c) Automobile Insurance (owned and non-owned)	\$3,000,000.00

The Consultant shall require that each of his Sub-Consultants provide evidence of the aforementioned insurance in the name of the Sub-Consultant to that set forth under this clause.

In all policies of insurance called for by this clause (except professional liability and automobile insurance on vehicles owned by the Consultant) the Regional District shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each additional insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the Regional District.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the Regional District.

2. The Consultant shall provide the Regional District 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 insurer that the certificate of insurance specifically conforms to all of the provisions required herein.
3. Maintenance of such insurance and the performance by the Consultant of their obligation under this clause shall not relieve the Consultant of liability under the indemnity provisions set forth herein.

SCHEDULE "C"

**CONSULTING ENGINEERING FOR OPERATIONAL PROJECTS FOR
WASTEWATER SERVICES**

CONSULTANT'S PROPOSAL