



# Request for Proposals

DETAILED DESIGN AND CONSULTING  
ENGINEERING SERVICES

Cadboro Bay Road and Thompson Avenue Intersection  
and Underground Works

**RFP No. OBMH 02-2020**

**CLOSING DATE: June 25<sup>th</sup>, 2020**

**CLOSING TIME: 2:00 PM**

THE CORPORATION OF THE DISTRICT OF OAK BAY  
2167 OAK BAY AVENUE  
VICTORIA, BC V8R 1G2

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**Attachments:**

- Appendix "A" - Scope of Work
- Appendix "B"- Form of Proposal
- Appendix "C"- Evaluation and Scoring of Proposals
- Appendix "D"- Pro Forma Contract

- Submittal Form "A"-Financial Proposal
- Submittal Form "B"- References

## **1. Instructions to Proponents**

### **1.1 Invitation**

The District of Oak Bay (District) invites detailed proposals from qualified suppliers (the "Proponents") in accordance with these Proposal Documents (RFP No. OBMH 02-2020). The proposals will be evaluated for the selection of a supplier (or suppliers) with the desire to enter into a contract (the "Contract") to provide the services described in Appendix A" Scope of Work.

The District is seeking to enter into a contract for an engineering consultant to provide a detailed design of an intersection and underground works in the vicinity of Cadboro Bay Road and Thompson Avenue. The proponents are requested to provide proposals for the detailed design work, as proposals related to consulting engineering services for the construction phases of the projects.

### **Background**

The District of Oak Bay is seeking to upgrade the layout of the intersection of Cadboro Bay Road and Thompson Avenue. In conjunction with this intersection upgrade, the District is intending to rehabilitate the underground infrastructure (water, sewer and storm mains) in the vicinity as a Complete Streets project. An intersection Operation and Safety Assessment was done in 2014, which led to a concept design that was approved by the District's Council. Some of the proposed improvements have already been completed

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

**NOTE: Proposals will be accepted in electronic format only.**

The proponent will submit a PDF copy of each proposal, in accordance with the instructions contained herein, to the following email address:

**[purchasing@oakbay.ca](mailto:purchasing@oakbay.ca)**

On or before the following date and time (the "Closing Time"):

**Time: 2:00:00 pm (Local time)**  
**Date: June 25th, 2020**

The District reserves the right to extend the closing time at its sole discretion. Proposals must only be sent electronically. Hard copy proposals will not be accepted.

### **1.3 Not a Tender**

This is a Request for Proposal and not a tender call.

### **1.4 Proposal Documents**

Each Proponent will ensure it provides its correct name, address, email address, telephone number and facsimile number to the District.

Please use and reference the above RFP number on all correspondence. Proponents are advised to read and respond appropriately to all sections of the RFP. Incomplete proposals may be rejected at the sole discretion of the District.

## **1.5 Inquiries**

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

**Name:** Richard Ding  
**Telephone:** 250-598-3311  
**E-mail:** rding@oakbay.ca

Inquiries should be made no less than seven (7) days prior to Closing Time. The District 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 District.

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 District Representative. If the District determines that an amendment is required to this RFP, the District Representative will issue a written addendum to the Proponents and post the addendum on BC Bid website. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

## **1.6 Information Meeting**

The District will **NOT** hold an information meeting regarding this Request for Proposal.

## **1.7 Addenda**

If the District determines that an amendment is required to this RFP, the District will issue a written addendum to all Proponents of record that will be incorporated into and become a part of this RFP. The addenda will also be posted on BC Bid under the RFP. Failure to acknowledge and address all addenda in a Proposal may render the Proposal invalid.

## **1.8 Late Proposals**

Proposals received after the Closing Time will not be accepted or considered. Proposals received after the Closing Time will be returned unopened to the Proponent.

## **1.9 Amendments to Proposals**

Proposals may be revised by written amendment, provided they are delivered to the location set out in section 1.2 on or before the closing date and time. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 2.3. Fax amendments are permitted provided they are received by the District's fax machine prior to the Closing Time, but such fax amendments may show only the change to the proposal price(s) and in no event disclose the actual proposal price(s). A Proponent bears all risk that the District's fax equipment functions properly so as to facilitate timely delivery of any fax amendment. All faxed amendments should be sent to the District fax number listed in section 1.2.

## **1.10 District's Right to Modify Terms and Negotiate**

The District, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The District 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 District considers to be in its best interests. For certainty and without limiting the foregoing, the District 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.

### **1.11 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 Electronic submission only**

Submit a PDF copy of your Technical Proposal and Financial Proposal (in two separate files), in accordance with the instructions contained herein, to the following specific email address:  
[purchasing@oakbay.ca](mailto:purchasing@oakbay.ca)

The Technical Proposal file must include any submittal forms that are required as part of the submission. i.e.: references.

The Financial Proposal file must include only the financial proposal and any insurance or bonding documents required.

The maximum file size accepted will be 20MB. It is the responsibility of the proponent to ensure the email submitted is within the maximum file size limit. Zip files will be accepted.

Delays caused by any computer related issues will not be grounds for an extension of the Closing Time. The District cannot be held responsible in any way for lost, misdirected, illegible or obscured emails. It is the sole responsibility of the submitting party to confirm a clear receipt of the transmission to the correct email address.

Proposals received electronically at the email address above with a time stamp after the Closing Time will be returned unopened to the Proponent. It is recommended that the Proponent request an email from [purchasing@oakbay.ca](mailto:purchasing@oakbay.ca) to verify that their proposal has been received.

### **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 must be signed by a person authorized to sign on behalf of the Proponent

## **3. Evaluation and Selection**

### **3.1 Evaluation Team**

The evaluation of Proposals will be undertaken on behalf of the District by the Evaluation Team. The

Evaluation Team may consult with others including District staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required.

### **3.2 Evaluation Criteria**

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

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

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

### **3.3 Litigation**

In addition to any other provision of this RFP, the District may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the District, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the District will consider whether the litigation is likely to affect the Proponent's ability to work with the District, its contractors and representatives and whether the District's experience with the Proponent indicates that there is a risk the District will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

### **3.4 Additional Information**

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

### **3.5 Interviews**

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

### **3.6 Multiple Preferred Proposals**

The District reserves the right and discretion to divide up the Services, either by scope, geographic area, or on any other basis as the District may decide, and to select one or more Preferred Proponents to enter into discussions and / or negotiations with the District 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 District that might result or be achieved

from the District dividing up the Services and entering into one or more Contracts with one or more Proponents.

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

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

If at any time the District reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within thirty days, the District may, at its discretion at any time thereafter, terminate negotiations with the preferred proponent and either enter into negotiations with any qualified Proponent or cancel the RFP process in its entirety.

### **3.8 Acceptance of Proposals**

Proposals submitted must remain open for acceptance by the district for a minimum of sixty (60) calendar days after the submission after the Submission Closing Time and Date.

Proponents will be notified in writing when a Contract has been awarded.

## **4. General Conditions**

### **4.1 No District Obligation**

This RFP does not commit the District in any way to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, or to award any Contract, and the District reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason.

### **4.2 Proponents Expenses**

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

### **4.3 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.

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

### **4.5 Solicitation of District Staff, Council Members, Contractors**

Proponents and their agents will not contact any member of the District Council, District staff or District contractors with respect to this RFP, other than the District Representative named in section 1.5, at any time prior to entering into a Contract or the cancellation of this RFP.

#### **4.6 Disclaimers/Limitations of Liability**

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

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

The District, 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.

#### **4.7 Confidentiality**

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

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the District on a confidential basis as a result of or during the course of the RFP process.

#### **4.8 Ownership of Proposals and Freedom of Information**

Each Proposal submitted, as well as any other documents received from a Proponent, become the property of the District, and as such are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their Proposal that is submitted on a confidential basis. Subject to any requirement for access under FOIPPA, the District will hold in confidence any such information received from a Proponent. However, the District specifically reserves the right to distribute information about any Proposal internally to its own directors, officers and employees, to its consultants and contractors where the distribution of that information is considered by the District to be necessary to its internal consultation process.

#### **4.9 Local Time**

The timing for the submission and receipt of Proposals and any amendments thereto shall be determined by reference to the District local area network time.

#### **4.10 Acceptance of Terms**

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

#### **4.11 Insurance Requirements**

The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain throughout the Agreement term hereby granted the following insurance with insurers licensed in the Province of British Columbia and in forms and amounts acceptable to the District of Oak Bay. The policy shall include The District of Oak Bay as an additional insured in respect of all operations performed by or on behalf of the Contractor. All insurance is required if applicable by the District and with regard to all applicable governing laws.

Commercial General Liability Insurance in an amount not less than three million (\$3,000,000) inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:

- i. Include the District of Oak Bay as an additional insured;
- ii. Be endorsed to provide the District of Oak Bay with (30) days advance written notice of cancellation or material change; and
- iii. Include a cross liability clause.
- iv. Automobile Liability Insurance covering both owned and non-owned automotive vehicles.

This policy shall be written with a minimum two million (\$2,000,000) inclusive and shall provide coverage for this amount against legal liability for bodily injury or death or damage to property of others and passenger hazard.

Professional Liability Insurance (Errors & Omissions). Each Contractor providing professional or design services is expected to carry E & O in at a minimum of five hundred thousand (\$500,000) per occurrence and one million (\$1,000,000) aggregate. In addition, each policy is expected to be evidenced by certificate(s) of insurance including the undertaking to give at least 30 days prior notice to the District by registered mail in the event of cancellation of or reduction in coverage.

All insurance must be primary; and not require the sharing of any loss by an insurer of the District.

If the insurance policy(ies) expire before the end of the term of the Agreement, the Contractor must provide within ten (10) working days of expiration, evidence of new or renewal policy(ies) of all expired insurance in a form acceptable to the District.

The Contractor shall provide, maintain, and pay for, any additional insurance which is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this section in its sole discretion.

The Contractor shall place and maintain, or cause any of its Sub-Contractors to place and maintain, such other insurance or amendments to the foregoing policies as the District may reasonably direct.

The Contractor hereby waives all rights of recourse against the District for loss or damage to the Contractor's property. It is the responsibility of the Successful Proponent to supply valid insurance certifications to cover the project Work schedule and or potential term of Agreement.

#### **4.12 WorkSafe BC**

The Contractor and any approved Sub-Contractors must be registered in good standing with WorkSafe BC, in which case WorkSafe BC coverage must be maintained for the duration of the Agreement. The Contractor agrees and shall:

- a. Provide at its own expense the necessary WorkSafe BC compensation coverage for all its employees and partners employed or engaged in the execution of the Work;
- b. Remain current with all assessment reporting and payments due there under and shall comply in every respect with the requirement of the WorkSafe BC Act and Regulations; and

- c. Be solely responsible for to ensure that all Sub-Contractors have proper WorkSafe BC coverage.

The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.

The Contractor understands and undertakes to comply with the entire Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Safety Data Sheets (SDS)" will be shipped along with the Goods and any future SDS updates will be forwarded.

Proof of WorksafeBC coverage shall be required before any work commences.

## **Appendix A**

### **SCOPE OF WORK**

#### ***Project Background***

The District of Oak Bay is seeking to upgrade the layout of the intersection of Cadboro Bay Road and Thompson Avenue. In conjunction with this intersection upgrade, the District is intending to rehabilitate the underground infrastructure (water, sewer and storm mains) in the vicinity as a Complete Streets project. An intersection Operation and Safety Assessment was done in 2014, which led to a concept design that was approved by the District's Council. Some of the proposed improvements have already been completed

#### ***Project Area***

The project area is located in the District of Oak Bay, at the intersection of Cadboro Bay Road and Thompson Avenue.

#### ***Project Scope***

The consultant will conduct engineering survey, intersection detailed design, and underground utility (storm, sewer, water) replacement detailed design. Construction engineering services is optional and will be negotiated. The Consultant scope of work will include but not be limited to the following.

- Coordination of Sub-Consultants
- Close client contact and regular, formal project updates
- Roadway Alignment and Layout Plans
- Utility Relocation Drawings (water, storm, sanitary, electrical, hydro, tel., etc.) as required
- Coordination, permits, and approvals as required from utility companies, provincial agencies and any other organizations having jurisdiction will be the responsibility of the Consultant
- Design water, sanitary, drainage, boulevard lighting, and coordinate initiation of private utility infrastructure designs and alignments to suit
- Roadway Paving and Grading Plans
- Intersection Lighting Plans
- Landscape Layout, planting and irrigation Drawings
- Engineering & Landscape Details
- Detailed design quantity take-off
- Provide Complete Technical Specifications
- Complete detailed intersection design (100% of total streetscape design) including all related streetscape elements
- Allow for sufficient meetings and discussions with the Team;
- Prepare digital detailed drawings which complies with current MMCD drafting Standards.
- Minimum of two sets of reviews, comments, and revisions of the design drawings
- Provide a detailed Class "A" cost estimate

## Project Scope of Work (Optional)

### ***Construction Phase Services (Optional)***

During the construction of this project, the consultant may be required to prepare tender documents, inspect, and administer the contract or the District may elect to administer and inspect the project. These Construction Phase Services and Deliverables are optional and will be required at the District's sole discretion. At a minimum the consultant will be required to:

- ❖ Prepare Tender Documentation
- ❖ Prepare General Conditions, in consultation with the District.
- ❖ Prepare Supplementary General Conditions, in consultation with the District.
- ❖ Prepare Tender Forms, in consultation with the District.
  
- ❖ Complete field reviews to assure that the works constructed substantially comply in all material respects with the design and construction standards, and whether the design itself is in conformance with the project standards. In general field reviews will include:
  - Periodic visits to the site to determine whether or not the work is in substantial compliance with the design
  - Review, and may rely upon the reports of any inspection and testing performed by other qualified persons which pertain directly to the work being reviewed
  - Provide the District of Oak Bay with a written report of the observations and deficiencies, and the standards which apply to the rectification of the deficiencies, preferably prior to leaving the site and in any event not more than 48 hours later.
  
- ❖ Review proposed design changes required from unexpected or changed conditions on site.
  
- ❖ In addition to the field reviews noted above, conduct site visits at the request of the District's project manager to review the Contractor's work.
  
- ❖ Attend the preconstruction meeting and ongoing construction meetings where:
  - The quality of work will be discussed
  - Changes to the work will be discussed.
  
- ❖ Preparation of Record drawings

These should be clearly identified in the Consultant's structure.

### ***Project Timeline***

The following is the anticipated project timeline with the intent for the project to be ready for the tendering process and Construction in late 2020.

| <b>Milestone</b>               | <b>Approximate Date</b>    |
|--------------------------------|----------------------------|
| Award of Consulting Contract   | July 15, 2020              |
| Project Initiation Meeting     | July 27, 2020              |
| 50% detailed design submission | October 1, 2020            |
| 95% detailed design submission | November 15, 2020          |
| Tendering and construction     | December 2020-January 2020 |

Proponents shall submit a schedule of key tasks and milestones with dates and sufficient detail for the Evaluation Team to assess the reasonable ability of the Proponent achieving the results in the time stated.

Proponents are to allow for a minimum of two weeks turnaround time for District to review the submissions noted in the milestones above.

It is anticipated, that at a minimum, meetings will occur between the selected Consultant and District staff at the following milestone dates.

- Project Start-Up
- 50% Design Submission
- 95% Design Submission
- 100% Design, or 'Issued for Tender' Submission

Other meetings may include coordination meetings between third party utilities, regulatory authorities, Land Owners and other stake holders. The Consultant will be expected to take and distribute minutes of all meetings.

### **General Services**

General services required include, but are not limited to:

- Collect data and review site conditions, record drawings, legal plans, aerial photographs, utility alignments, previous studies, reports, etc.
- Complete a topographical survey within the project area and supplementary survey as required to complete the design. Survey work will be completed using the MMCD description keys and **NAD83 ground level coordinate system**. Retain a utility locator to mark all the underground utilities in the area & include the markings in the survey.
- Preparation of engineering drawings, calculations, modeling, options analysis and other design work as required to prepare the design for the project.

## **Deliverables**

Deliverables required at milestones of the project include, but are not limited to:

- ❖ 50% submission is to include the following:
  - Design drawings showing:
    - Proposed horizontal and vertical alignments of roads.
    - Proposed horizontal and vertical alignment of underground utilities, including storm main, sewer main, water main.
  - Identify required supplemental details and specifications to the MMCD Specifications.
  
- ❖ 95% submission is to include the following:
  - Drawings showing final locations of all proposed works, with all notes and details as required, showing a full understanding of the entire design. The 95% design drawings should be to a level such that the project would be almost ready to construct with only minor adjustments and revisions to be made to bring the drawings up to final design including the drawings noted in the 50% submission and:
    - Third Party Utility relocates (if required)
    - Cost estimate to a class B or better.
    - Draft of required supplementary details and specifications.
  
- ❖ 100% or 'Issued for Tender' submission is to include the following:
  - Drawings that are tender ready, signed and sealed by a Professional Engineer.
  - Class A tender cost estimate to the format specified in the District of Oak Bay Engineering Standards and Specifications.
  - All required permits and/or approvals from utility companies and regulatory authorities.
  - Final supplementary specifications as required.
  - Tender documents
  
- ❖ Post-construction package that includes:
  - Record Drawings certified by the Engineer of Record that the Record Drawings conform to the intent of the design.
  - All construction reports, testing results, inspections and construction photos

All submission to be provided in the following formats:

- ❖ Drawings included in each submission are to be completed in accordance with the MMCD latest edition, or as otherwise requested by the District Engineer and submitted in the following format:
  - Three paper copies
  - Digital files in PDF as
  - Separate PDF files for each separate drawing, **and**
  - One single PDF binder file that contains all drawings.
  - Digital files in Civil 3D (Issued for Tender, Record or as requested)
  
- ❖ Cost Estimates:
  - Three (3) paper copies
  - Digital files in both a PDF and Microsoft Excel

Digital copies of all submissions to be submitted via email.

### ***Available Information***

The following additional information will be made available to all Proponents responding to this RFP:

- ❖ All available record drawings showing District owned utilities within the project areas.
- ❖ Report - "Cadboro Bay Road/Thompson Avenue, Oak Bay, BC. Intersection Operation & Safety Assessment".
- ❖ Proposed underground utility replacements by the District of Oak Bay.

The following additional information will be made available to the *successful* Consultant:

- ❖ A digital copy of available base plan for project area (for reference only).
- ❖ Available mapping and orthographic-photography.
- ❖ Video inspection reports

All information is provided as reference material only and it is the responsibility of the Consultant to confirm the completeness and accuracy of all required information through site investigation, survey, testing, calculation, etc.



## APPENDIX “B” – FORM OF PROPOSAL

### APPENDIX “B” – FORM OF PROPOSAL

Evaluation of Proposals will be by a committee formed by the District and will include employees of the District. All evaluators will be bound by the same standards of confidentiality. The District’s intent is to enter into a Contract with the Proponent who has submitted the best offer.

Proponents should ensure that they fully respond to all criteria in their submission in order to receive full consideration during the evaluation process.

#### 1.1 Stage One - Mandatory Criteria

| Item # | Mandatory Criteria   |
|--------|--|
| 1      | The Proposal must be received at the Delivery Location before the Closing Date and Time specified in Section 1.1- Invitation. Late Proposals will not be considered and will be returned unopened to the Proponent. Emailed and/or faxed Proposals will not be accepted. |

Proposals not meeting all of the mandatory criteria will be excluded from further consideration during the evaluation process.

Information that should be included by proponents in their submission:

#### Capacity to provide Services

Proponents should provide a brief company profile as background and context for their capacity to provide the services described in this RFP. The company profile should include:

- Year and jurisdiction of incorporation;
- Number of employees and years of experience of each.
- Employee certifications & qualifications (third party certification)
- Experience providing the required services.
- The name and company information of any subcontractors that will be used in the fulfillment of the contract
- Proponents are to describe their ability to provide the requirements for conducting the services and scope of work defined in Appendix A – Scope of Work. Please list any related value added/additional works or services that could be provided to the District under this agreement.

#### References & Experience

Using the References Form, Submittal Form B, provide a minimum of three client (3) references for similar requirements including the start and end dates of when the services were provided.

The District will be evaluating this section on the relevance of previous experience and references.

## **Value Added Services**

Proponents are to provide information on what makes your firm innovative, what is your competitive advantage and what other services and value added your firm provides that would assist or be of benefit to the District.

Proponents should submit all relevant documentation as it relates to any product(s) proposed in order to facilitate a complete and comprehensive evaluation by the District.

## **Pricing**

Proposals will be assigned points based on their relationship to the lowest price proposed, as per the Evaluation Procedures. Proponents should complete provide their pricing as per Pricing Submittal Form "A" and return with response in a separate sealed envelope clearly marked "Financial Proposal"

### **1.2 Stage Three - Reference Checks**

The references of the preferred Proponent may be contacted to validate any part of the Proposal. The District reserves the right to conduct reference checks to verify the information contained in the Proposal and confirm suitability of the Proponent. Past working history with the District will be considered in the evaluation of any proponent.

The District will not enter into a Contract with any Proponent whose references, in the District's sole opinion, are found to be unsatisfactory.

Evaluators are only able to evaluate information that has been included in a Proponent's Proposal. Information that is known to evaluator(s) or information that is available on the internet or from other public sources cannot be considered during the evaluation process.

## Appendix C – Evaluation Procedures

Evaluation will be based upon the following:

| <i>Item</i> | <i>Evaluation Criteria</i>                        | <i>Point Value</i> |
|-------------|---|--------------------|
| 1.          | <i>Company Profile and Relevant Experience</i>    | 20                 |
| 2.          | <i>Experience, Qualifications of Project Team</i> | 25                 |
| 3.          | <i>Approach and Methodology</i>                   | 30                 |
| 4.          | <i>Project Management and Quality Assurance</i>   | 10                 |
| 5.          | <i>Proposed Fee</i>                               | 15                 |
|             | <b>TOTAL</b>                                      | <b>100</b>         |

## **Evaluation and Scoring Procedure**

Technical merit is awarded a maximum score of 85 points and cost is awarded a maximum of 15 points each, for a total potential of 100 evaluation points. Technical proposals will be opened and marked out of a total score of 85 points against the evaluation grid before any financial proposals are opened. Each technical presentation will be evaluated on the basis of the model proposed, the firm's experience, competence of its personnel and acceptability of the method proposed.

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

Only proposals whose technical scores are within 15% of the proposal awarded the highest technical score will have their financial proposals opened and evaluated. All other financial proposals will be returned unopened upon appointment of the selected firm. The only exception to this policy is when the proposal of the second-ranked firm is more than 15% below the highest technical score and still technically qualified. In such a case, the second-ranked firm would have its financial proposal opened to avoid a non-competitive situation.

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

Financial proposals can be awarded a maximum of 15 points. The financial proposal with the lowest cost of fees will be awarded 15 points, which will be added to the technical score, resulting in the firm's total score. The percentage by which each of the remaining firms' proposed costs exceeds the cost of the lowest qualified proposal will be the percentage by which the 15 points is reduced, prior to adding it to the technical score resulting in each firm's total score.

For example, if the proposed cost of Firm A exceeds the lowest proposed cost (Firm B) by 10%, Firm A will add 15 minus 1.5 (10% of 15), or 13.5 points to its technical score. The firm receiving the highest total score will be judged to have the best value to the District.

### **COSTS INCLUDED IN PROPOSAL EVALUATION**

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

### **DEBRIEFING**

Subsequent to final selection of a firm for contract award, all other proposing firms have the right to receive a debriefing on the strengths and weaknesses of their proposal. Points awarded by evaluation teams for both technical and financial proposals will remain confidential and may not be divulged to any proposing firm.

### **Minimum Technical Score**

Technical proposals must achieve a score of at least 59.5 points (70%) to be considered "technically qualified". Financial proposals for firms failing to achieve the minimum technical score will not be opened

## Appendix D – Pro Forma Contract for Services

This AGREEMENT dated for reference and made as of the (date)

BETWEEN:

**THE DISTRICT OF OAK BAY**

2167 Oak Bay Avenue

Victoria, BC V8R 1G2

Fax No. 250-598-9108

(‘The District’, ‘we’, ‘us’ or ‘our’ as applicable)

OF THE FIRST PART

AND:

CONSULTANT’S NAME

ADDRESS

EMAIL

(‘Contractor’, ‘you’ or ‘your’ as applicable)

OF THE SECOND PART

### WHEREAS:

- A. The District called for proposals for the provision of consulting services for (Contract No.) (the "Project"), and the Contractor in reply submitted a proposal dated (Date). A copy of the call for proposals is attached as Schedule "C" to this Agreement, and a copy of the Contractor's proposal is attached as Schedules "D" and "E" to this Agreement.
- B. The District has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule 'A' to this Agreement (the "Services") to the District in respect of the Project on the terms and conditions set out in this Agreement.

**NOW THEREFORE** the District and the Contractor, in consideration of their mutual duties and responsibilities to one another under this agreement (the "Agreement"), agree as follows:

### CONTRACTOR’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 District to any person other than representatives of the District 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 District 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 District 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 employee.
- 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 Services pursuant to this Agreement.

## **PAYMENT**

- 14. Payment for Services** We must pay you the fees for your Services at the times set out in Schedule "A". Where you are specifically authorized in Schedule "A" to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule "A" as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued no more than 30 days after receipt of

your invoice, in accordance with our accounts payable policies.

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

## **TERMINATION AND SUSPENSION**

**16. For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.

**17. For Absence** If for any reason you are unable to provide the Services using the individuals or subcontractors named in your proposal and set forth in this Agreement for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.

**18. Suspension** If your Services are suspended by the District 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 District to terminate this Agreement upon giving written notice thereof to the District. In such an event, you shall be paid by the District for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension unless the parties otherwise agree in writing.

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

## **GENERAL**

**20. Client to Provide Information** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the District, 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 District'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 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 call for proposals, the supply of oral or written information to proponents, the review of proposals, or the carrying out of the District's responsibilities under this Agreement.

**21. Client to Respond** We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.

**22. Site Access** We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.

- 23. Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
- 24. Waiver** Except as may be specifically agreed in writing, no action or failure to act by the District or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
- 25. Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the District and the Contractor and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the District and the Consultant with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the District and the Contractor.
- 26. Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
- 27. Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
- 28. Designation of Parties** In this Agreement, "we", "us" and "our" refer to the District alone and never refer to the combination of the Contractor and District. The combination of the District and the Consultant is referred to as "the parties".
- 29. Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
- 30. Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
- 31. Time** Time is of the essence in this Agreement.
- 32. Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

## **DISPUTE RESOLUTION**

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

## **DESIGNATED REPRESENTATIVES**

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

## **NOTICE**

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

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

**The District of Oak Bay** by its authorized signatories:

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(Name) by its authorized signatories:

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**SUBMITTAL FORM "A"**

**FINANCIAL PROPOSAL**

| <b>ITEM</b>   | <b>PRICE- each</b> | <b>QUANTITY</b>  | <b>COST</b> |
|---|--------------------|------------------|-------------|
| INTERSECTION DETAIL DESIGN<br>for Intersection of Cadboro Bay Road<br>and Thompson Avenue As per the<br>Scope of Work –Appendix "A" | \$                 | <b>1</b>         | \$          |
|   |                    | <b>GST</b>       | \$          |
|   |                    | <b>TOTAL BID</b> | \$          |

| <b><u>ITEM</u></b>   | <b><u>PRICE- each</u></b> | <b><u>QUANTITY</u></b> | <b><u>COST</u></b> |
|--|---------------------------|------------------------|--------------------|
| CONSTRUCTION ENGINEERING<br>SERVICES (Tender, Construction<br>Administration, and As-built)<br>for Intersection of Cadboro Bay Road<br>and Thompson Avenue As per the<br>Scope of Work –Appendix "A" | \$                        | <b>1</b>               | \$                 |
|  |                           | <b>GST</b>             | \$                 |
|  |                           | <b>TOTAL BID</b>       | \$                 |

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Authorized Signatory for the Proponent

\_\_\_\_\_  
Legal Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Phone

## SUBMITTAL FORM "B"- REFERENCES

**OBMH02-2020**

**Design and Engineering Services –  
Cadboro Bay Rd. & Thompson Ave.**

Provide at least three recent (within the last 5 years) references that show specific relevance to this project. Provide project name, project date/duration, project location, contract name, contact title/position, phone number and fax number. Indicate names of key personnel used on the referenced projects that will be involved on this project.

| <b>Reference 1</b>              |  |
|---------------------------------|--|
| Name of Organization            |  |
| Address of Organization         |  |
| Contact Person                  |  |
| Contact Person's Title          |  |
| Contact Person's Tel and Email  |  |
| Contract Start and End Dates    |  |
| Description of similar project: |  |
|                                 |  |
| <b>Reference 2</b>              |  |
| Name of Organization            |  |
| Address of Organization         |  |
| Contact Person                  |  |
| Contact Person's Title          |  |
| Contact Person's Tel and Email  |  |
| Contract Start and End Dates    |  |

Description of similar project:

**Reference 3**

Name of Organization

Address of Organization

Contact Person

Contact Person's Title

Contact Person's Tel and Email

Contract Start and End Dates

|  |
|--|
|  |
|--|