

## **CITY OF GRAND FORKS**

# REQUEST FOR PROPOSAL UNIVERSAL WATER METERING PROGRAM PIT METER INSTALLATIONS #UWMP-PMI-2015

Date of Issue: August 10, 2015

# **Overview of the Requirements**

The City of Grand Forks is issuing this Request for Proposal (RFP) in order to solicit innovative and competitive Proponents interested in the City's Universal Water Metering Program — Pit Meter Installations. The City intends to select a preferred Proponent who, in the sole and unfettered opinion of the City, best meets the criteria as stated in Section 3.

Interested contractors must demonstrate their ability to achieve a high standard of quality in their services for projects of this nature, size, and complexity. All proposals marked "City of Grand Forks, Universal Water Metering Program, Pit Meter Installations, Confidential – Do Not Open", will be received by 2:00 PM, local time on or before September 4<sup>th</sup>, 2015, at:

City of Grand Forks, 7217 4<sup>th</sup> Street Grand Forks, BC VOH 1H0

Attention: Diane Heinrich

# **City of Grand Forks Designated Contact Person**:

**Attention**: David Reid, Manager of Operations,

City of Grand Forks Box 220, 7217 4<sup>th</sup> Street

Grand Forks, BC

V0H 1H0

Phone: 250.442.4148

E-mail: dreid@grandforks.ca

The City of Grand Forks reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion. The City reserves the right to accept a proposal other than

that with the highest evaluated score without stating reasons. By submitting a proposal, the proponent waives any right to contest, in any proceedings or action, the right of the City to accept or reject any proposal in its sole and unfettered discretion. Without limiting the generality of the foregoing, the City may consider any other factor besides capability to perform the work, in its sole and unfettered discretion.

This Request for Proposal does not commit the City to award a contract or pay any costs incurred in the preparation of a proposal, or attendance at an interview meeting with City staff.

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# 1.0 REQUEST FOR PROPOSAL (RFP)

## 1.1 **DEFINITIONS**

Throughout this Request for Proposal, terminology is used as follows:

- a) "City" means The Corporation of the City of Grand Forks;
- b) "Contract" means the written agreement resulting from this RFP executed by the City and the successful Proponent;
- c) "must", "mandatory", "will" or "required" means a requirement that must be met in order for a proposal to receive consideration;
- d) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this "RFP";
- e) "Proposal" means a submission by a Proponent in response to this RFP;
- f) "should", "may" or "desirable" means a requirement having a significant degree of importance to the objectives of the RFP.

# 1.2 ENQUIRIES

All enquiries related to this RFP are to be directed, in writing, to the City of Grand Forks Designated Contact Person by **12:00 noon, local time, August 28, 2015**. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and will be posted on the City's website at <a href="www.grandforks.ca">www.grandforks.ca</a>, BCBid and CivicInfoBC by 4:00 PM the next business day. Questions received after the inquiry deadline will not be answered.

## 1.3 CLOSING DATE

# 1.3.1 FINAL DATE AND TIME FOR RECEIPT OF SUBMISSIONS

Sealed submissions, clearly marked on the outside of the envelope with the words "City of Grand Forks, Universal Water Metering Program, Pit Meter Installations, Confidential – Do not Open", will be received at the office of the Corporate Officer, Diane Heinrich, by 2:00 PM, local time, September 4, 2015. Submissions will not be opened publicly.

Submissions must not be submitted electronically by facsimile or email. Submissions and their envelopes should be clearly marked with the name and address of the Proponent and the program title.

## 1.3.2 CONTACTS DURING THE RFP PROCESS

The Designated Contact Person for the Corporation of the City of Grand Forks is the City's only representative authorized to communicate and otherwise deal with Proponents and all Proponents must communicate and otherwise deal with that person only. Contact with any other City representative, including Members of Council, officers or employees of the City regarding this RFP or a Proponent's submission may result in that proposal being removed from consideration for this and any future competitions.

In the case of a Proponent having a dispute with their submission being removed under this clause, a formal appeal letter must be presented to the Designated Contact Person within five working days of

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notice of removal, stating clearly the reason(s) they feel their submission should be reinstated. Under this process the Chief Administrative Officer, at his/her sole discretion, will make the final decision.

## 1.4 LATE SUBMISSIONS

Late submissions will not be accepted and will be returned, unopened, to the Proponent. In this case, the City has no obligation to proceed.

## 1.5 NO OBLIGATION TO PROCEED

Although the City fully intends at this time to proceed through the RFP process, the City is under no obligation to complete the RFP process. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City.

# 1.6 SUBSEQUENT INFORMATION

Proponents are advised that all subsequent information regarding this RFP including any addendum will be posted on the City's website at <a href="www.grandforks.ca">www.grandforks.ca</a>, BCBid and CivicInfoBC. Notification will not automatically be sent to Proponents. It is the Proponent's sole responsibility to ensure all notifications, addenda and additional information are obtained. All addenda must be acknowledged in your submission on the Certification Document.

## 1.7 EXAMINATION AND INTERPRETATION OF DOCUMENTS

Each Proponent shall review all RFP documents and shall promptly report and request clarification of any discrepancies, deficiencies, or errors. Any such request must be submitted at least 5 working days prior to the Closing Date. Where such requests result in a change in the RFP, the City will prepare and issue an addendum to the RFP.

Request for clarification shall only be by written request, either couriered, hand delivered or emailed to the City' designated contact. All requests must be submitted in accordance with clause 1.2 herein.

## 1.8 EVALUATION COMMITTEE

Evaluation of proposals will be by a committee formed by the City.

# 1.9 EVALUATION AND SELECTION

The evaluation committee will check Proposals against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals that meet all the mandatory criteria will then be evaluated and scored against the desirable criteria. By responding to this RFP, Proponents will be deemed to have agreed that the decision of the evaluation team will be final and binding.

## 1.10 DOCUMENTS

A completed set of the forms from Schedule A, B and C must be included with the proposal (Certification Document, Fees and Proponent Information).

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## 1.11 SECURITY

Security is required to ensure the completion of the Project and to secure the performance of all of the obligations of the successful proponent to the City if the successful proponent fails to perform such obligations.

The proponent must provide proof of a bond facility in good standing, or equivalent, with their proposal (see Schedule C).

Prior to commencement of work, the Contractor shall provide the City with a:

- 1) Performance Bond issued by a surety company acceptable to the City, securing performance of the work by the contractor in the amount that is the greater of 50% of the contract price stated in the contractors quote, and the amount stated in the contractor's proposal for the work; and
- 2) Labour and Materials Bond issued by a surety company acceptable to the City, securing the payment by the contractor or its subcontractors of all labour and materials supplied to or in respect of the work during the period of installation in the amount that is the greater of 50% of the contract price stated in the contractor's quote, and the amount stated in the contractor's proposal for the work.

Irrevocable letters of credit may be considered in lieu of bonds.

## 1.11 WORKERS COMPENSATION

The Contractor shall, at all times, in providing the Services and otherwise performing its obligations under contract, comply with the Workers Compensation Act (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the City, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

The proponent must provide a WCB number and clearance letter with their proposal (see Schedule C).

## 1.11 INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain during the currency of the contract commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$5,000,000.00 per occurrence, or in such a greater amount as may be required by the City Representative from time to time, acting reasonably.

The Contractor shall cause all policies of insurance required to be taken out by it under the contract to be with insurance companies satisfactory to the City.

The proponent must provide proof of Commercial General Liability Insurance in good standing (see Schedule C).

## 1.11 AUTHORIZED SIGNATOR

The proposal must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in the RFP.

## 1.12 CHANGES TO PROPOSAL WORDING

The Proponent shall not change the wording of its proposal after closing and no words or comments will be added to the Proposal unless requested by the City for purposes of clarification.

## 1.13 PROPONENT EXPENSES

Proponents are solely responsible for their own expenses in preparing a proposal and for any subsequent negotiations with the City. The City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

## 1.14 ACCEPTANCE OF PROPOSALS

This RFP is not an agreement to purchase goods or services. The City is not bound to enter into a Contract with any Proponent. Proposals will be evaluated using the mandatory and desirable criteria provided herein. The City will be under no obligation to receive further information, whether written or oral, from any Proponent.

## 1.15 DEFINITION OF CONTRACT

Notice in writing to a Proponent that it has been identified as a successful Proponent will not constitute a Contract. Only if a Proponent and the City enter into a subsequent full written Contract will a Proponent acquire any legal or equitable rights or privileges relative to the goods or services.

## 1.16 MODIFICATION OF TERMS

The City reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time without entering into a Contract.

## 1.17 OWNERSHIP OF PROPOSALS

All documents, including Proposals, submitted to the City become the property of the City. They will be received and held in confidence by the City and will be subject to the provisions of the Freedom of Information and Protection of Privacy Act.

## 1.18 CONFIDENTIALITY OF INFORMATION

All Proponents and any other person who through this RFP process gains access to confidential financial information of the City are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans, learned through this RFP or subsequent RFP process. This requirement will continue with respect to such information learned by the successful Proponent, if any, over the course of any Contract for service which arises out of this RFP process.

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

## 1.19 PROPONENTS' MEETING

No Proponents' meeting is planned for this RFP.

## 1.20 INTERVIEWS WITH PROPONENTS

The City reserves the right to interview any or all Proponents, subsequent to submission of all proposals.

# 2.0 SERVICES

## 2.1 SERVICES

Following execution of the Contract, the successful Proponent will provide the City with individual work programs and associated fees for each project comprising the work for the year. The scope of each work program will be defined, in consultation with the City, and the subsequent fees and scope will be agreed to between the parties.

## 2.2 PROPOSED SCHEDULE

The following activities and dates are proposed by the City and shall be considered by the Proponents in the preparation of their Proposal.

Activity	Proposed Date
Issue RFP	August 10, 2015
Close RFP	September 4, 2015
Select preferred proponent	September 11, 2015
Contract in place with preferred proponent	September 18, 2015
Contract completion date	December 31, 2015

# 2.3 FORM OF CONTRACT

Any Contract with a Proponent will be substantially similar to the terms and conditions of the City's General Services agreement. A sample is attached as SCHEDULE F.

# 3.0 EVALUATION CRITERIA

## 3.1 EVALUATION PROCESS

Proposals will be checked against the mandatory criteria. Submissions not meeting all mandatory criteria will be rejected without further consideration. Submissions that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria.

# 3.2 MANDATORY CRITERIA

The following are mandatory criteria. Proposals not clearly demonstrating that they meet all the mandatory criteria will receive no further consideration during the evaluation process.

Item	Mandatory Criteria
a)	Proposal must be received at the closing location by the specified closing date and time.
b)	Certification Document, Fees and Proponent Information completed.
c)	The correct number of copies of the proposal must be submitted.

## 3.3 DESIRABLE CRITERIA

Proposals meeting the mandatory requirements will be further assessed against the criteria outlined in the SCORECARD, a copy of which is contained in Schedule D.

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Evaluation Team will be final and binding. It is the Proponent's responsibility to ensure that their submitted proposal addresses all evaluation criteria to receive full consideration.

As per the objectives of the City's Contracting Authority and Purchasing policy, the City encourages, as a preference, contracting agreements and purchasing criteria that promote reduction of greenhouse gases (GHG) and considers the life cycle costs of an acquisition rather than just the initial purchase price. The City shall give preference to contracts, equipment, machinery, vehicles and supplies that incorporate green or sustainable business practices or technology. This preference shall form a part of the RFP and the evaluation criteria used to assess the proposal.

# 4.0 PROPOSAL FORMAT

## 4.1 NUMBER OF COPIES

Three (3) bound copies of the Proposal must be submitted.

## 4.2 MAXIMUM PAGES

Proposals shall consist of a package of not more than 17 printed pages, excluding Appendices, and using a minimum font size of 12. All pages are to be consecutively numbered.

## 4.3 FORMAT AND SEQUENCE

The following format and sequence must be followed in order to provide consistency in Proponent proposals and ensure each Proposal receives full consideration.

- Transmittal/Cover Letter (1 page)
- Table of Contents (1 page)
- Certification, Fees and Proponent Information documents: Signed by authorized company representative(s) (~4 pages)
- Main Body of the Proposal
- Appendices

The Main Body of the proposal must be organized under the following headings and limited to the maximum number of pages specified for each heading.

- 1. Understanding of the objectives and Contractor's approach to meeting those objectives (maximum 2 pages):
- The Proposal should demonstrate a clear and coherent understanding of the City's requirements and needs and the opportunities and challenges that may surface during the period of the Contract.
- Indicate why you are interested in the City as a client.

## 2. Contractor Experience (maximum 3 pages):

- Provide details of contractor's experience that is relevant to the City's needs and objectives.
- Demonstrate quality control and management techniques used by the company to complete projects within budget and on time.
- Provide examples of successful project delivery by key staff members.
- Indicate local knowledge and experience.
- Examples of innovative or non-traditional approaches to solving problems.
- Identify number of years Proponent has been in business.

## 3. Contractor Team (maximum 3 pages):

- The Proposal should demonstrate that the team and its members have all the necessary skills and abilities to undertake the work that will be required.
- Resumes of key personnel should demonstrate experience and expertise and be provided in an Appendix.
- Identify proposed sub consultants.
- Demonstrate experience and expertise of the proposed team members.
- Specify each team member's role and responsibility on previous projects.
- Identify capacity of team to commit to City's objectives and priorities.

## 4. Approach to Project Management (maximum 2 pages):

- Describe the contractor's project management approach and team organization during programming, design and construction phases.
- Describe systems used for planning, scheduling, and managing implementation services.
- Describe the contractor's experience with dispute resolution.
- Describe the contractor's tech support efficiencies, effectiveness, and problem resolution.

# 5. Appendices:

- Work Plan and Schedule (a maximum of 5 pages).
- Resumes including references (maximum 2 pages per Team member).
- Proof of Insurance (minimum \$5,000,000), proof of Bondability, WCB Clearance letter and a City of Grand Forks Business Licence (if already obtained).

# 5.0 REQUIREMENTS

# 5.1 SUMMARY OF REQUIREMENTS

The City of Grand Forks is issuing this Request for Proposal (RFP) in order to solicit innovative and competitive Proponents interested in the City's Universal Water Metering Program — Pit Meter Installations. The City intends to select a preferred Proponent who, in the City's unfettered discretion and best judgement, submits a complete proposal meeting the City's objectives and criteria to the greatest extent possible.

## 5.2 BACKGROUND

The City of Grand Forks began installation of approximately 1604 residential water meters in 2014. To date, approximately 1134 in-house meters have been installed and another 92 in-house and 135 pit meters are scheduled for installation this year. The remaining 378 installs are estimated to be pit meter installations but this number may be reduced. These installations are a result of unusual installation conditions (i.e. underground irrigation systems) and in-house meter refusals by homeowners.

# **5.3** PROJECT SCOPE

The project involves the installation of pit meters for residential properties in the City. Proponents are encouraged to demonstrate innovative ideas and approaches within their Proposal submissions or, alternatively, to suggest potential modifications to the terms and conditions of the RFP.

The Proponent will be responsible for:

- 1) Scheduling of installations with customers;
- 2) Installation of approximately 200-300 residential water meters pit meter installations;
- 3) All quality control;
- 4) Providing progress reports to the City;
- 5) Customer Relations: conducting themselves in a courteous and appropriate manner at all times;
- 6) Installation records for each installation (see Schedule G).

The City will be responsible for:

- 1) Supply of pit meter materials and water meters;
- 2) Quality assurance inspection of the installations, whereas the Contractor will be responsible for all quality control.

Please note that there is a short timeline for this project and in order to expedite the process, the City reserves the right to select more than one successful proponent and divide the work equally among them. The potential for this action will be determined based on quantity and quality of qualifying RFP's received.

# **5.4 PROJECT SPECIFICATIONS**

1) <u>Scheduling</u>: The City will provide the Contractor with the contact information of the City of Grand Forks residential water customers. This information shall be used for this project purpose only and the Contractor is at no time authorized to release this information to any other party. The Contractor must make appointments with the homeowner or occupant prior to proceeding

with a residential pit meter installation. Contact may be made by telephone, personal visit or letter.

## 2) Installation of Pit Meters:

The Contractor will be responsible for:

- a) Any damage caused by negligence on the part of the Contractor (including subcontractors & employees);
- Excavation labour, machinery, and shoring cages or sloping as required under the WorkSafeBC excavation regulations;
- c) Performing any required hardscaping (i.e. concrete, asphalt, tile, pavers, etc.) modification/removal. <u>All such activities must be approved by the City prior to work being</u> completed;
- d) Performing any required dewatering;
- e) Supply and install of ¾" drain rock if required at the base of the pit;
- f) Supply and install any new soil if required;
- g) Performing initial survey, coordinate BC One calls and Notice of Project as required by WorkSafeBC;
- h) Install meter pits downstream of the curbstop. Curbstops located in a driveway or other travelled area shall be offset (if possible) to a non-vehicle loading area on public property and be installed downstream of the curbstop;
- i) Take before and after pictures of the works and surrounding area, to be included in the progress and final reports submitted to the City.
- j) Providing a response plan for handling emergency issues (i.e. broken water lines).

The City will be responsible for:

- a) Supply of water meters and pit materials, excluding any described above;
- b) Quality assurance inspections.
- 3) Quality Control: The Contractor shall be responsible for all quality control during the term of the project as well as a one year maintenance term.
- 4) Progress Reports: See SCHEDULE E.
- 5) <u>Customer Relations:</u> Employees and subcontractors assigned to the Project by the Contractor must conduct themselves in a courteous and appropriate manner at all times. A training session must be held by the Contractor for employees and sub-contractors in order to fully instruct them, at a minimum, on the following matters: protocols for being on private property, record-keeping, customer relations, safety, abnormal conditions that may be encountered, and homeowner or occupant resistance to pit meter installation. Clear and legible identification must be available and provided to the homeowner or occupant upon request along with information about the process of the installation.
- **6)** Hours of Work: The Contractor may work within any reasonable schedule to complete the installation but all working times must comply with the City's Noise Control Bylaw.
- 7) <u>City Works and Utilities:</u> The Contractor must make satisfactory arrangements with the City for City Staff to operate water service shut-off valves. Any water leaks on a private service line, due to negligence or poor installation procedures associated with meter installations, must be

- repaired by the Contractor at the Contractor's cost. The Contractor will pay, as a minimum, fees and charges as specified in the City's current bylaw(s) for any after-hours call-outs of City staff. Issues caused by negligence or poor installation procedures by the Contractor which result in City staff labour/materials will be charged to the Contractor at cost plus 15% administration.
- 8) <u>City Permits:</u> The City will require the Contractor to apply for and the City will issue a Plumbing Permit, at no charge to the Contractor, for all required installations. The Contractor will be allowed to obtain a blanket permit which will include construction of all proposed pit meters included in the project.

# 5.5 PROJECT GOALS AND OBJECTIVES

The project goals and objectives are to:

- 1) Support the City's water conservation efforts;
- 2) Provide exemplary local customer service;
- 3) Complete the program within the total budgeted amount;
- 4) Complete the program by December 31, 2015.

Please note that there is a short timeline for this project and in order to expedite the process, the City reserves the right to select more than one successful proponent and divide the work equally among them. The potential for this action will be determined based on quantity and quality of qualifying RFP's received.

# **SCHEDULE A - CERTIFICATION DOCUMENT**

## **Certification:**

We have carefully read and examined the RFP document and have conducted such other investigations as were prudent and reasonable in preparing this Proposal.

We certify that the statements made in this proposal are true and complete. These statements represent our proposal to the Corporation of the City of Grand Forks. We agree to be bound by statements and representations made in this proposal.

Print Company Name and Address:

Print Name and Title of Authorized Signing Officers:				
Signature of Authorized Signing Officer:				
Telephone Number:	Fax Number:			
Cell Number:				
E-mail address:				

## **Acknowledgement of Addenda**

We acknowledge receipt of the following addenda which become part of this RFP:

ADDENDUM #	
ADDENDUM #	
ADDENDUM #	

Signed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2015.

# **SCHEDULE B - FEES**

Item No.	Description	Est'd Qty	Unit	Unit Price	Amount
1	Installation of ¾" SL T-10 E-Coder R900i Pit water meter and 25 ft antenna in 15" diameter Ford Coil Style Pit Setter	378	Each		
2	Mobilization Fee	1	Lump Sum		
	Subtotal				
	Тах				
	Total				

	Provisional Items				
Item No.	Description	Unit	Unit Price		
1	Installation of additional fittings beyond base (per fitting and per 1 foot of pipe installed for ½" to 1" service lines beyond base 2 fittings and 2 feet of pipe)	Each			
2	Live installation	Each			
3	Line freeze in excavation	Each			

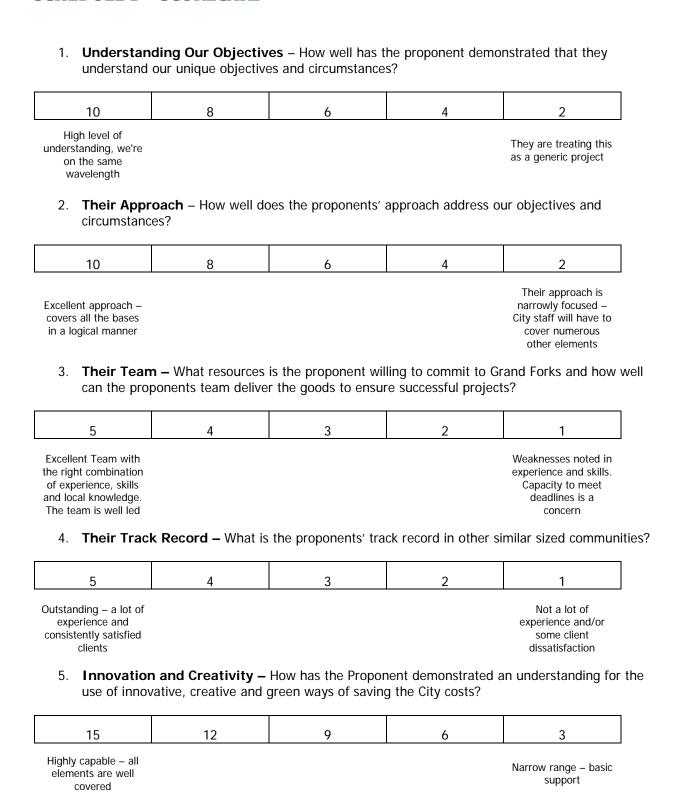
	Pricing Details
1	PST included.
2	GST not included.
3	The Contractor will be responsible for damage caused by the Contractor's (or employees and/or subcontractors) negligence.
4	Contractor to supply excavation labour, machinery, and shoring cages or sloping as required under WorkSafeBC excavation regulations.
5	Contractor to supply post excavation site restorations to landscaping.
6	Contractor to supply traffic control where necessary.

7	Contractor to supply all excavation safety material required to barricade an excavation (fencing,
	post, plywood, etc) should it require to be temporarily abandoned or left opened.
8	Contractor to perform any required hardscaping cutting and restoration
9	Contractor to perform dewatering if necessary.
10	Contractor to supply forces required to support any hydro poles, fences, etc
11	Contractor to supply and install ¾" drain rock if required at base of pit.
12	Contractor to supply and install any new soil if required.
13	City to perform any water main shut-downs if required.
14	Contractor to perform initial survey, coordinate BC One Calls and Notice of Project as required
	by WorkSafeBC.
15	City to supply ¾" SL R900i Pit Meter and 25 ft antenna.
	City to supply Ford 15" diameter x 48" or 60" deep Coil Meter Pit w/ Inlet Ball Valve for ¾" S/L
16	meter, 15" x 1 ½" Closed Cell Insulating Disc, and 15" Flat locking lid w/ pre-drilled radio read hole.
	Base installation price to include two feet of Type K soft copper or Tuff Tube or equivalent
17	plastic and 2 compression fittings. Any pits requiring more than the base number of pipe and fittings will be subject to additional pricing as per Provisional Items pricing.
18	Ford meter pits are not H20 loading rated and thus are not be installed in load applications, i.e., driveways, other travelled areas, etc
	Meter pits to be installed downstream of the curbstop. Curbstops located in a driveway or
19	other travelled area shall be offset (if possible) to a non-vehicle loading area on public property and be installed downstream of curbstop.
20	Contractor will take before and after pictures of all installations.

# **SCHEDULE C - PROPONENT INFORMATION**

LEGAL NAME AN	D ADDRESS			
OWNERSHIP STR	UCTURE			
REFERENCES				
Company	Contact Person	Telephone	ı	Email
Proof of COMME	ERCIAL GENERAL LIABILITY IN:	SURANCE (Type of cover	age, carrier,	and amou
coverage).			,	
		Attache	ed: Yes	No
WorkSafeBC INS	URANCE NUMBER:	and CLEARA	ANCE LETTE	R:
		Attache	ed: Yes	No
City of Grand Fo	ks BUSINESS LICENCE NUMB	ER (if already acquired):_		
		Attache	ed: Yes	No
Proof of a BOND	FACILITY in good standing or	equivalent:		
		Attache	ed: Yes	No

## SCHEDULE D - SCORECARD



15	12	9	6	3
Highly beneficial				Cost/Benefit ratio does not suite our current needs.
core team i				ust in the proponent a the City (rather than t
10	8	6	4	2
High Level of Trust				Low Level of Trust
8. Project M	<b>anagement –</b> Wha	at does the proponent	t's PM program a	nd approach look like?
		,	4	2
10	8	6	4	
Highly capable, systematic and organized	8	6	4	Hit or miss
Highly capable, systematic and organized  9. Sustainab		<b>ices</b> – Does the prop		Hit or miss
Highly capable, systematic and organized  9. Sustainab	le Business Pract	<b>ices</b> – Does the prop		Hit or miss
Highly capable, systematic and organized  9. Sustainable sustainable	le Business Pract business practices	<b>ices</b> – Does the prop or technology?	onent actively in	Hit or miss corporate green or
Highly capable, systematic and organized  9. Sustainable sustainable  10 actively incorporates practices/technology  10. Overall In	le Business Pract business practices 8	<b>ices</b> – Does the prop or technology?	onent actively in	Hit or miss  corporate green or  2  Does not incorporate practices/technology
Highly capable, systematic and organized  9. Sustainable sustainable  10  ctively incorporates ractices/technology  10. Overall In	le Business Pract business practices  8	ices – Does the prop or technology? 6	onent actively in	Hit or miss  corporate green or  2  Does not incorporate practices/technology
Highly capable, systematic and organized  9. Sustainable 10  ctively incorporates ractices/technology  10. Overall In proponent	le Business Pract business practices  8  hpression – What for this project?	ices – Does the propor technology?  6  is the reviewers overa	onent actively in 4 all impression of	Hit or miss  Corporate green or  2  Does not incorporate practices/technology the suitability of the

## SCHEDULE E – PROGRESS REPORTS

The Contractor must provide the City with Progress Reports on a monthly basis. This report shall include:

- 1. An ongoing list of all completed installations including:
  - a) location of installation
  - b) date of installation
  - c) meter identification information
  - d) initial meter reading
  - e) location of the meter pit
- 1. Any item-specific requirements or unusual circumstances noted at the specific installation location;
- 2. Digital photographs of the installation. The digital photographs must be labelled to match the address and/or unique identifier that is provided for each installation;
- 3. Summary of any complaints received from the public and the specific steps taken to resolve such complaints;
- 4. Detailed list of any installations considered outside the scope of work of the Program and a written summary explaining the reason(s) why the work is considered out of scope;
- 5. List of incomplete installations, reasons for and expected resolution of;
- 6. Sign-off from homeowner accepting completion of any restoration work;
- 7. Updated schedule; and
- 8. List of materials incorporated into the work.

All records shall be the property of the City and no information shall be disclosed to any person without the prior written approval of the City.

(c)

(d)

# SCHEDULE F - SAMPLE - GENERAL SERVICES CONTRACT

## SAMPLE - GENERAL SERVICES CONTRACT FOR

# RFP# SAMPLE

THIS AGREEMENT dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2015.

BETWE	EN: CITY OF GRAND FORKS Box 220, 7217 4 <sup>TH</sup> St. Grand Forks, BC V0H 1H0	
	(the "City")	
AND:	Company Name Address City Postal Code	
	(the "Contractor")	
the Con AGREEN good and	THAT the City wishes to engage the Contractor tractor wishes to contract with the City to put MENT is evidence that in consideration of \$1.00 d valuable consideration, (the receipt and sufficient contractor agree as follows:	provide such services to the City, THIS paid by each party to the other, and other
Definition	ons	
In this A	greement, in addition to the words defined abo	ve,
(a)	"Contractor's Proposal" means the Contraperformance of the Services, dated	
(b)	"City Representative" meansCity may appoint in writing.	or such other person as the

(e) "Other Contractor" means any person employed by or having a separate contract directly or indirectly with the City for any work related to the Project other than the Work.

governmental agency, authority, board, bureau or commission.

"Governmental Approvals" means any licences, permits, consents, authorizations,

certificates, operating certificates and other approvals of any kind from any Governmental Authority that are required for or in connection with the performance of the Services..

"Governmental Authority" means any federal, provincial, local or other government or

- (f) "Personnel" means any individuals identified by name in the Contractor's Proposal and any individuals employed or otherwise engaged by the Contractor to perform the Services with the prior consent of the City;
- (g) "RFP" means the Request for Proposal for the services issued by the City dated
- (h) "Services" means the services and work described in the RFP, including all acts, services and work necessary to achieve the objectives set out in the RFP.
- (i) "Specifications" means the specifications and other requirements for the Services set out in the RFP.
- (j) "Standards" means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licences, codes, building codes, professional standards and specifications (including Canadian Standards Association standards) applicable to the provision of the Services, as they are in force from time to time or in the latest current version, as the case may be.
- (k) "Substantial Completion" means substantial completion of the Work such that all of the Work is complete in accordance with this Agreement and the Project is ready for use, excepting any aspect of the Project that is not ready for use due to the incomplete work of Other Contractors.

## **Contractor Services**

The Contractor shall perform the Services and shall do so in accordance with the Specifications, all Standards and the terms of this Agreement.

The Contractor shall:

- (a) supply all labour, machinery, equipment, tools, supplies, material, and other services and things necessary to perform the Services in accordance with this Agreement;
- (b) obtain, maintain in good standing and comply with the terms of all Governmental Approvals;
- (c) perform promptly and safely all of its obligations under this Agreement;
- (d) be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public and in its dealings with the City and the City Representative;
- (e) promptly pay amounts owing to the City under this Agreement when due; and
- (f) pay all costs and expenses whatsoever associated with performing the Services and its other obligations under this Agreement

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This Agreement shall commence on	and expire on	(or the date
the contract was executed.)		

#### **Contractor Personnel**

The Contractor will perform the Services using only the Personnel named in the Contractor's Proposal, unless otherwise approved in writing by the City Representative.

# Warranty as to Quality of Services

The Contractor represents and warrants to the City that the Contractor and the Personnel have the education, training, skill, experience and resources necessary to perform the Services in accordance with this Agreement and the Contractor acknowledges and agrees that the City has entered into this Agreement relying on the representations and warranties in this section.

## **Remuneration and Reimbursement**

The City shall pay the Contractor for the performance of the Services as follows:

As per the cost arranged in the attached Services document dated \_\_\_\_\_\_.

The City will retain the balance of ten percent (10%) of the value of the work done, pursuant to the Builders' Lien Act R.S.B.C. 1997 c.45, as amended.

## **Taxes**

The City shall be responsible for paying any goods and services taxes, harmonized sales taxes and provincial sales taxes payable with respect to the provision of the services to the City.

# **Invoices & Payment**

Not more than once each month, the Contractor may deliver an invoice to the City, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month. The City shall, to the extent the City is satisfied the fees and disbursements are for Services satisfactorily performed by the Contractor, pay the Contractor the fees and disbursements claimed in any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the City.

With each application for payment, the Contractor shall submit to the City a sworn statement of an officer or senior management employee of the Contractor that all accounts for labour, subcontracts, materials, construction machinery and equipment and other indebtedness, up to the date of application have been paid in full, except holdback monies properly retained by the Contractor.

## **Substantial Completion**

The Contractor may apply to the City Representative for a certificate of Substantial Completion. If the City Representative is satisfied that Substantial Completion has been reached and the Contractor is not in default under this Agreement, the City Representative shall issue a written certificate of Substantial Completion.

## City's Representative

The City appoints the City Representative as the only person authorized by the City to communicate with the Contractor in respect of this Agreement. The City shall not be bound to the Contractor by communication from any person other than the City Representative.

## Indemnity

The Contractor shall indemnify, and save harmless, the City, and its elected and appointed officials, employees, contractors and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused by, based upon, occasioned by or attributable to, any wilful or negligent act or omission, or other actionable wrong, on the part of the Contractor, its employees, contractors or agents, connected with the performance or breach of this Agreement by the Contractor. The Contractor's obligations under this section shall survive the expiry or earlier termination of this Agreement.

# Security

Prior to the commencement of work, the Contractor shall provide the City with a performance bond issued by a surety company acceptable to the City, securing performance of the Work by the Contractor in the amount that is the greater of 50% of the contract price stated in the Contractor's quote, and the amount stated in the Contractor's proposal for the work. The performance bond must name the City as the obligee thereof. In all cases, the interest of any obligee in any performance bond must be fully assignable to the City. The performance bond must provide comprehensive coverage for all aspects of the Work and must be consistent with the terms and conditions, events of default, and remedies in this Agreement. All performance bonds provided by the Contractor must remain in place until the conclusion of the warranty period.

Prior to the commencement of Work, the Contractor shall provide the City with a labour and materials payment bond issued by a surety company acceptable to the City, securing the payment by the Contractor or its subcontractors of all labour and materials supplied to or in respect of the Work during the period of installation in the amount that is the greater of 50% of the Contract Price stated in the Contractor's Quote, and the amount stated in the Contractor's proposal for the Work. The labour and materials payment bond must name the City as the obligee thereof. The labour and materials payment bond must be a broad-form bond which provides for the payment of all contractors, subcontractors, and suppliers with respect to the Work, whether or not they have been directly contracted by the Contractor. Coverage pursuant to the labour and materials payment bond must not end earlier than 120 days following Substantial Completion of the Work.

## **Workers Compensation**

The Contractor shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act* (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the City, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

## Warranty

The Contractor shall correct, at its own expense, any of the following matters that may appear within a period of 1 year from the date of Substantial Performance of Work, as certified in writing by the City Representative, or 1 year from the date of termination of this Agreement if this Agreement is terminated prior to Substantial Completion:

a) Any Work which is found by the City Representative not to comply with the Specifications or the Standards or is otherwise not in accordance with this Agreement: and

b) Any defects in the Work, including due to faulty or defective workmanship or the use of inappropriate materials or products.

## **Insurance Requirements**

The Contractor shall obtain and maintain during the currency of this Agreement commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$5,000,000.00 per occurrence, or in such a greater amount as may be required by the City Representative from time to time, acting reasonably.

The Contractor shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the City and to:

- (a) name the City as additional insured;
- (b) include that the City is protected notwithstanding any act, neglect or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (d) be primary and non-contributing with respect to any policies carried by the City and shall provide that any coverage carried by the City is in excess coverage;
- (e) not be cancelled or materially changed without the insurer providing the City with 30 days written notice stating when such cancellation or change is to be effective;
- (f) be maintained for a period of 12 months per occurrence;
- (g) not include a deductible greater than \$5,000.00 per occurrence;
- (h) include a cross liability clause; and
- (i) be on other terms acceptable to the City Representative, acting reasonably.

## **Insurance Certificates**

The Contractor shall provide the City with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so from time to time by the City.

## **City May Insure**

If the Contractor fails to insure as required, the City may effect the insurance in the name and at the expense of the Contractor and the Contractor shall promptly repay the City all costs incurred by the City in doing so. For clarity, the City has no obligation to effect such insurance.

## **Termination at City's Discretion**

The City may, in its sole discretion and without reason, terminate this Agreement upon notice to the Contractor. If the City terminates this Agreement under this section, the Contractor shall be entitled to be paid for all Services satisfactorily performed by the Contractor up to the date of such termination in accordance with this Agreement. The Contractor is not entitled to, and irrevocably waives and releases the City from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

## **Termination for Default**

The City may terminate all, or any part of, the Services, by giving notice of termination to the Contractor, which is effective upon delivery of the notice, if:

- (a) the Contractor breaches this Agreement and the Contractor has not cured the breach, within five days after notice of the breach is given to the Contractor by the City; or
- (b) the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Contractor, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the City, if the City terminates part or all of the Services under this section, the City may arrange, upon such terms and conditions and in such manner as the City considers appropriate, for performance of all or any part of the Services remaining to be completed, and the Contractor shall be liable to the City for any expenses reasonably and necessarily incurred by the City in engaging the services of another person to perform those Services (including the amount by which the fees, disbursements and other costs payable by the City exceed those that would have been payable to the Contractor for completion of the Services under this Agreement). The City may set off against, and withhold from amounts due to the Contractor, such amounts as the City estimates shall be required to cover the City's costs of correcting any breaches of the Contractor's obligations under this Agreement and to be incurred by the City to complete all or any part of the Services.

#### Records

## The Contractor:

- (a) shall keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the City, which may make copies and take extracts from the accounts and records;
- (b) shall keep reasonably detailed records of performance of the Services, which shall at all reasonable times be open to inspection by the City, which may make copies and take extracts from the records;
- (c) shall afford facilities and access to accounts and records for audit and inspection by the City and shall furnish the City with such information as the City may from time to time require regarding those documents; and
- (d) shall preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Services, expiry of this Agreement or termination of this Agreement, whichever applies.

# **Copyright and Intellectual Property**

The Contractor irrevocably grants to the City the unrestricted licence for the City to use and make copies of for the City's purposes and activities any work whatsoever generated by or on behalf of the Contractor in performing the Services in which copyright may exist. Without limiting the foregoing, the Contractor irrevocably grants to the City the unrestricted licence for the City to use for the City's purposes and activities all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. For clarity, the licences granted by this section shall survive the expiry or earlier termination of this Agreement.

## **Agreement for Services**

This is an agreement for the performance of services and the Contractor is engaged under this Agreement as an independent contractor for the sole purpose of providing the Services. This Agreement does not create a joint venture or partnership. Neither the Contractor nor any of its employees or contractors is engaged by the City as an agent of the City or has any authority to bind the City in any way whatsoever.

# Withholding Taxes

The Contractor will pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Contractor and any of its employees. The Contractor agrees to indemnify and hold harmless the City should the City be required to pay any remittances described above.

## **Assignment**

The Contractor shall not assign this Agreement or the benefit hereof without the prior written consent of the City, at its sole discretion.

#### Time of the Essence

Time is of the essence of this Agreement.

## **Alternative Rights and Remedies**

Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

#### **Notice**

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement shall be in writing and delivered personally or by courier or sent by e-mail, addressed as follows:

## (a) To the City:

City of Grand Forks
Box 220, 7217 4<sup>th</sup> Street
Grand Forks, BC V0H 1H0
E-mail: sbird@grandforks.ca

Attention: Sasha Bird

# (b) <u>To the Contractor</u>:

Company Name Mailing Address City Postal Code E-mail: Attention:

or to such other address or e-mail address of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. In this section, business day means a day other than a Saturday, Sunday or B.C. statutory holiday.

# **Interpretation and Governing Law**

In this Agreement

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- (c) the word "enactment" has the meaning given to it in the Interpretation Act (British Columbia) on the reference date of this Agreement;
- (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (e) reference to a month is a reference to a calendar month; and
- (f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

# **Binding on Successors**

This Agreement enures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

# **Entire Agreement**

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

# Waiver

Waiver of any default by either party shall be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by this Agreement, the parties have executed this Agreement below, on the respective dates written below.

CITY OF GRAND FORKS by its authorized signatories:			
Mayor:			
Clerk:			
[If Contractor is an Individual] Signed, Sealed and Delivered in the presence of:	) )		
Witness:	)	Name:	
Address:	) )		
Occupation	)		
or			
[If Contractor is a Corporation]			

by its authorized signatories:		
Name:		

City of Grand Forks RFP: Universal Water Metering Program, Pit Meter Installations

Name:

#UWMP-PMI-2015

# SCHEDULE G - INSTALLATION RECORD SAMPLE

	INSTALLATION RECORD	
Installation Name:	Job Number:	
Installation Address:		
Owner Name:	Installation Account Number:	
Phone:	Survey Date: Performed By:	
Water Supply Location:		
Connection Type:	Size: Condition:	
Curb Stop Shut-Off Required: Yes	No Electrical Bonding:	
Installation Date:	Installed By:	
Water Turned Off: am	pm Water Turned On: am p	m
Meter Serial Number:	Meter Reading:	<u> </u>
Meter Indicates Flow, Fixture Flowin	g: Yes No Seal Installed: Yes No	
Meter Indicates Flow, Fixture Turne	Off: Yes No Meter Transmits Sign	al
BEFORE	AFTER	
BEFORE Notes:	AFTER	
ACCION PARCENOS INC.	AFTER	
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