



Request for Proposals

Departure Bay Forcemain Condition Assessment

Issue Date:

April 26, 2017

Closing Time:

Proposals must be received before 4:00 PM PST on May 18, 2017.

Closing Location:

Regional District of Nanaimo
Regional and Community Utilities
Second Floor
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

RDN Representative:

Michael Desilets, P. Eng.
Project Engineer, Engineering Services
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2 Summary of Opportunity

The Regional District of Nanaimo (RDN) is seeking Proposals for the continuous in-line inspection and condition assessment of a portion of the Departure Bay Forcemain (DBFM) using in-line inspection technology. While it is preferred that the inspection be completed using high-resolution electromagnetic test equipment, inspection using other alternative technologies will also be considered. The objective of the inspection is to obtain information regarding the presence of defects and condition of the forcemain to guide future repair or replacement strategies.

The DBFM is a four kilometer-long, 900 mm diameter welded-steel pipeline. The forcemain was constructed in 1974 and has been in service for about 42 years. The forcemain is located beneath Hammond Bay Road and conveys approximately 70% of the municipal wastewater generated within the City of Nanaimo from the Departure Bay Pump Station (DBPS) to the Greater Nanaimo Pollution Control Centre (GNPCC). The portion of the DBFM to be inspected under this project extends approximately 2000 meters from the DBPS.

Additional background information is provided in Section 5.1 of this RFP. The RDN seeks to engage and to encourage innovation and welcomes Proposals from Proponents for the services required in this RFP.

3 Instructions to Proponents

3.1 Invitation

The RDN invites proposals from qualified Proponents in strict accordance with these Proposal Documents. The Proposals will be evaluated for the selection of a Contractor with the intent to enter into a Contract to provide the services described herein for the inspection and condition assessment of the Departure Bay Forcemain in Nanaimo, BC.

A Contract will not necessarily result from this RFP.

3.2 Delivery of Proposals

Proposals must be submitted by hard copy, delivered to the Closing Location. Proposal submissions will utilize a two-envelope process where the Technical and Financial Submissions are provided in separate sealed envelopes.

The Proponent shall provide four (4) complete hard-copies of the Technical Submission and one (1) complete hard-copy of the Financial Submission, and one (1) electronic copy of both the Technical and Financial Submissions on a separate storage device (CD, DVD, USB) prepared in PDF format. The Proposals shall be delivered before the Closing Time to the Closing Location address on the front cover of this RFP.

Proposals sent by facsimile (fax) or e-mail will not be accepted. The RDN reserves the right to extend the Closing Date at its sole discretion.

3.3 Proposal Documents

The Proponent is solely responsible for ensuring that a complete Proposal, including all attachments or enclosures, is received by the RDN before the Closing Time. Incomplete Proposals may be rejected at the sole discretion of the RDN.

Proponents intending to submit a Proposal will return the Receipt Confirmation Form provided in Appendix "A". Receipt Confirmation Forms may be emailed to the named RDN Representative.

Failure to return the Receipt Confirmation Form may result in no further communication regarding the RFP.

3.4 Enquiries

All enquiries or clarifications related to this RFP including any requests for information shall be directed in writing by email to the RDN Representative. Information obtained from any person or source other than the RDN Representative should not be relied upon.

Enquiries shall be made no less than five (5) working days prior to Closing Time.

3.5 Proponent' Information Meeting

An optional Proponent information meeting will be held at the Departure Bay Pump Station located at 2936 Departure Bay Road in Nanaimo, BC on Thursday May 4, 2017 at 1:30 PM PST. Re-scheduling or additional Proponent information meetings may be considered upon request. Proponents are requested to confirm their attendance by email to the RDN Representative.

3.6 Addenda

If the RDN determines that an addendum is required to the RFP, the RDN will issue a written addendum posted to BC Bid or otherwise distributed to prospective Proponents at the discretion of the RDN. It is the sole responsibility of the Proponent to check for Addenda on BC Bid and ensure that contact information is up to date.

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 RDN Representative. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

All issued Addenda will be incorporated into and become a part of this RFP. Failure to acknowledge and address all Addenda in a Proposal may render the Proposal invalid. All Addenda will be issued by the RDN no less than three (3) business days prior to Closing Time.

3.7 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Proposals will be marked with their receipt time at the Closing Location. In case of a dispute, the proposal receipt time as recorded by the RDN at the Closing Location will prevail.

3.8 Proposal Validity

Proposals must be valid for at least 90 days after the Closing Time.

3.9 Changes to Proposals

Proposals may be withdrawn upon written notice delivered at least twenty-four (24) hours before the Closing Time to the RDN Representative.

Withdrawn Proposals may be replaced by amended Proposals providing written notice of intent is emailed at least twenty-four (24) hours before the Closing Time to the RDN Representative. Upon Closing Time, all Proposals become irrevocable. The Proponent will not change any part of its Proposal after the Closing Time unless requested by the RDN for purposes of clarification.

4 Administrative Requirements

4.1 Definitions

Throughout this RFP, the following definitions apply:

“Addenda” means all additional information regarding this RFP including amendments to the RFP.

“BC Bid” means the BC Bid website located at www.bcbid.ca.

“Business Day(s)” means a standard day for conducting business, excluding government holidays and weekends.

“Claim” means any claim, demand, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.

“Closing Location” includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable.

“Closing Time” means the closing time and date for this RFP as set out on the cover page of this RFP.

“Contract” means the written agreement resulting from the RFP executed by the RDN and the successful Proponent.

“Contractor” means the successful Proponent selected as a result of the RFP.

“must”, “shall” or “mandatory” means a requirement that must be met in order for a proposal to receive consideration.

“Project” means the preliminary design and other services for the Departure Bay Forcemain Condition Assessment specified in this RFP.

“Proponent” means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP.

“Proponent Team” includes the prime contractor, and its key individuals and key firms as may be changed pursuant to this RFP.

“Proposal” means a written response to the RFP that is submitted by a Proponent;

“RDN” means Regional District of Nanaimo.

“RDN Representative” means the individual named as the contact person for the RDN in the RFP.

“Request for Proposals” or “RFP” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the RDN by Addenda.

“should”, “may” or “weighted” indicates a significant degree of importance to the objectives of the Request for Proposals.

4.2 Acceptance of Terms and Conditions

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

A Proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent's Proposal. A completed Proposal Declaration Letter with the content noted in Appendix "B" must be included with all Proposals.

4.3 Examination of RFP 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.

A summary of available information related to this project is provided in Appendix "C". Access instructions for downloading the available information from the RDN file sharing site will be provided upon return of the Receipt Confirmation Form included in Appendix "A".

4.4 Proponents Expenses

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

4.5 Evaluation

Proposals will be evaluated according to the criteria as set out in this RFP. The RDN will be under no obligation to receive further information, whether written or oral, from any Proponent. The RDN is under no obligation to perform any investigations or otherwise verify any statements or representations made in a Proposal.

4.6 Debriefing

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the RDN.

4.7 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.

Any Contract executed by the RDN and the selected Proponent will be on substantially the same terms and conditions of the attached draft agreement included in Appendix "D" and such other terms and conditions to be finalized to the satisfaction of the RDN.

4.8 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 RDN, its elected or appointed official, employees or contractors. The RDN may rely upon such disclosure. By submitting a Proposal, the Proponent represents that it is not aware of any circumstances that would give rise to an actual or potential conflict of interest in respect of the RFP.

4.9 Sub-Contractors

The RDN will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The RDN will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.

4.10 Solicitations of RDN Staff, Board Members, Contractors

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

4.11 Limitations of Liability

The RDN, 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 RDN. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The RDN, 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.

4.12 No Implied Approvals

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.

4.13 No RDN Obligation

This RFP does not commit the RDN in any way to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, nor to award a Contract. The RDN reserves the complete right to reject all Proposals at any time, and to terminate this RFP process for any reason.

4.14 Right to Modify Terms

The RDN, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The RDN 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 modifications 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 RDN considers to be in its best interests. For certainty and without limiting the foregoing, the RDN may, for the purpose of entering into a Contract with any Proponent, amend the description of the work included in this RFP so that it accurately reflects the services to be provided by the Proponent.

4.15 Ownership of Proposals

Each Proposal submitted, as well as any other documents received from a Proponent associated with the Proposal, becomes the property of the RDN, and as such is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA). All Proponents submitting Proposals pursuant to this RFP are advised that such Proposals will be treated as public documents and the contents of the same disclosed upon written request if required to do so pursuant to the Act.

4.16 Confidentiality Agreement

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 RDN on a confidential basis as a result of or during the course of the RFP process.

5 Scope of Services

5.1 Background

The DBFM is a 4 km-long 900 mm-diameter steel pipeline that conveys municipal wastewater from the Departure Bay Pump Station (DBPS) to the Greater Nanaimo Pollution Control Centre (GNPCC). The forcemain was completed in 1974, and has been in service for about 42 years.

The DBFM, is a grade X-42 steel pipeline, and is spiral welded in accordance with AWWA C-202-64 specifications. To protect the steel from corroding, the forcemain was coated and lined with coal tar enamel (CTE) and further protected by an overwrap of CTE impregnated asbestos fabric in accordance with AWWA C-203-66 specifications. Two thicknesses of steel pipe were used in the construction; 7.1 mm thickness from the DBPS to construction station 63+16; and 6.35 mm thickness along the remainder of the forcemain.

Typical flows during dry weather months fluctuate on a diurnal basis and ranges between approximately 50 l/s and 1500 l/s with an average flow of approximately 200 l/s based on July-August 2016 flow records.

Nearly all of the DBFM is located beneath Hammond Bay Road and within easements between residential lots within the jurisdiction of the City of Nanaimo. With the exception of unfettered access to the forcemain at the DBPS, accessibility to enable inspections is extremely limited. Access to the forcemain gained through trench excavations would be further complicated by the extensive traffic along Hammond Bay Road and other various buried utilities. The ability to inspect the main is further impeded by the short window available to shut down flows at the DBPS (maximum of 6 hours in dry weather months), and will require inspections to be conducted while the forcemain is in service. Three distinct flow regimes exist along the main:

- Pressure flow over approximately 2000 m from the Pump Station.
- Gravity flow over approximately 850 m through the central portion (highest-elevation).
- Gravity siphon over approximately 1200 m to the interceptor sewer tie-in point.

The forcemain was fitted with pipe manholes at various points along its length, many of which are buried but can be exposed to gain access to the main. Record Drawings of the forcemain showing the pipeline plans, profiles, hydraulic grade line, location and details of air valve chambers, blowdown chambers, standpipes, and manholes are listed in Appendix “C”.

A series of in-line video inspections were completed in 2011 and 2012 and covered a portion of the forcemain within the gravity flow section where the line could be drained for camera entry. The inspections were completed approximately 1825 m downstream of the DBPS from construction station 59+84 to 86+90. Access for the camera inspections was achieved through the existing stand pipe / manhole at construction station 65+75 and a newly installed 24” diameter access manhole located at construction station 82+24. The manhole located at construction station 65+75 is the most readily accessible and highest point of elevation along the forcemain.

These inspections revealed that the forcemain’s interior protective lining has failed at numerous locations, exposing the underlying steel to corrosive processes and confirmed the presence of at least two leaks, which have since been repaired. A detailed review of the camera inspections and results are provided in the 2012 DBFM Condition Assessment Technical Memorandum listed in Appendix “C”.

The RDN is now seeking Proposals for additional in-line inspections of the forcemain to guide future repair, rehabilitation and replacement efforts. While it is preferred that the inspection be completed using high resolution electromagnetic test equipment that is capable of measuring remaining pipe wall thickness and

specific pit information including location, size and depth of pit, inspection using other alternative technologies will be considered as described herein.

The portion of the DBFM to be inspected under this Project will cover the first 2000 meters of the forcemain, commencing at the DBPS, and overlapping with the previous in-line video inspections to approximate construction station 65+60. The inspection shall be carried-out while the forcemain is in operation, without adversely affecting wastewater conveyance service.

5.2 Scope of Work

5.2.1 General

The Contractor will be responsible for providing inspection, reporting and other related services necessary to conduct the condition assessment of the DBFM. The condition assessment must address, as a minimum the items described in this RFP. Proponents should also identify any additional work they feel should be added to the Project scope. In general, the scope of work will include the following:

- Project Management and reporting in accordance with this RFP, including regular progress updates, coordination and meetings with the RDN Representative and operations personnel.
- Review existing reports, historical information, maps, operating information, engineering drawings and other relevant information to plan the inspection.
- Review Project scope and inspection methodology in workshop format with the RDN Representative and operations personnel.
- Coordinate with the RDN to utilize the best time to perform the inspection with minimal interference to services during the inspection.
- Articulating to the RDN the forcemain operating conditions (pressure, velocity, duration of flow, etc.) required to enable all forcemain inspection activities including but not limited to provision of inspection access / egress ports, pipe cleaning and pipe inspection.
- Provide a detailed inspection plan and schedule that describes all tasks required to prepare, inspect and restore the forcemain to its pre-inspection configuration and condition.
- Identify locations and provide shop/design drawings detailing installation requirements for the inspection access / egress ports necessary for insertion and recovery of in-line forcemain cleaning and inspection tools.
- Provide traffic control as necessary to conduct the inspections.
- Provide all other services, labor, and materials necessary to support the unique requirements of the Proponents inspection methodology.
- Prepare the 900 mm steel forcemain for inspection including installation / provision of inspection access and egress ports, cleaning, flushing and swabbing as necessary;
- Conduct continuous in-line inspection of the forcemain including data acquisition and quality assurance to preserve and ensure integrity of data capture;
- Restore the inspection access / egress ports to their pre-inspection configuration and condition.
- Provide a detailed condition assessment report that includes presentation of the inspection data, an assessment of forcemain condition, and recommendations regarding repairs and further inspections.

A detailed description of the scope of work and service requirements is provided in the Project Specifications located in Appendix "E".

5.2.2 Alternative Inspection Methodologies

The preferred methodology for inspection and condition assessment of the DBFM is using continuous in-line electromagnetic (EM) techniques, to measure remaining pipe wall thickness and obtain high-resolution

information regarding the location and size/extent of defects and pits in the forcemain. The technology requirements for EM techniques is outlined in Section E1.7 of Appendix “E”.

While EM techniques are the preferred inspection methodology, Proponents are also requested to provide technical details and pricing for other viable alternative inspection methodologies meeting the general technology requirements outlined in Section E1.6 of Appendix “E”. Alternative inspection methodologies should aim to provide the highest level of information concerning the condition of the forcemain while providing a more readily deployable and lower cost alternative to high resolution EM methods. Preferred and Alternative Inspection Methodologies will be evaluated separately as described herein.

5.2.3 Provision of Inspection Access and Egress Installations

The RDN requires that the Proponents provide all services relating to the condition assessment of the DBFM including all work required to develop and install the inspection access and egress ports necessary for insertion and recovery of in-line forcemain cleaning and inspection tools. Proponents unable to provide these services may however still submit proposals for consideration by the RDN. Proponents not including provision of inspection access and egress installations should provide sufficient information in their Proposal so that the RDN can reasonably ascertain the scale, scope, costs and schedule impacts associated with this component of the Project. Provision of inspection access and egress installations will be evaluated according to the criteria described in Section 7.4.

5.3 Contractor General Requirements

5.3.1 Meetings

Project meetings will be required at key stages of the Project in order to review inspection plans, coordinate the inspections, and review the results. The Contractor will be responsible for the coordination of the meetings and provision of meeting minutes. The mandatory meetings are as follows:

- Project initiation and inspection plan review meeting
- Pre-inspection coordination meeting
- Final results presentation and review meeting

5.3.2 Project Management and Reporting

The Contractor will be required to provide overall project management and progress updates to ensure that the Project schedule and budget are maintained, and any issues, information needs, and coordination items are identified and clearly communicated to the RDN Representative.

Progress updates should be made weekly during the course of the Project, and can be made by email to the RDN Representative.

5.4 Additional Services

The Contractor may be requested to provide additional services, which are otherwise not included in the original scope of services and fees contained in their Financial Submission.

The Contractor is responsible for identifying any changes to the original scope of services and providing the RDN Representative with a description of the scope of additional services and the associated budget adjustments required. The Contractor shall not proceed with additional services until such additional services and associated budget adjustments have been authorized by the RDN.

5.5 Information / Services provided by RDN

- General direction to the Contractor in the provision of services, as necessary, during the term of the contract.
- Provide assistance with obtaining permitting approvals.
- Provide copies of all available plans, reports, engineering drawings, and operational data pertaining to the project upon request.
- Review and accept the inspection plan.
- Provide operational support as required during the inspection.
- Handle all media queries, public relations, public engagement, and protocol arrangements with all levels of government.

5.6 Deliverables

Deliverables will include but not be limited to the following:

1. Design/shop drawing submittal for inspection access / egress installations
2. Detailed inspection plan and schedule submittal
3. Minutes of meetings
4. Final condition assessment report submittal

5.7 Project Schedule

The Contractor will be required to submit a detailed Project schedule including all main tasks and key milestones required to conduct the condition assessment. It is assumed that the optimal timing for conducting the in-line inspections is during the low-flow period occurring over the months of July and August. The window for conducting the in-line inspections may be extended, if determined by the Contractor that the inspections can be carried out during higher flow periods. In any case, the Contractor must meet the following key milestone dates:

- Anticipated Project Award – June 28, 2017
- Access and Egress Design / Shop Drawing Submittal – 14 days after Project Award
- Final Report Submittal – October 31, 2017

The Regional District of Nanaimo and the Contractor may amend the Project Schedule by written agreement.

6 Proposal Format

6.1 General

Each Proposal must be submitted using a two-envelope process. One sealed envelope must contain the Contractor's price, fee schedule or cost of its Proposal and be clearly marked "Financial Submission" and the other sealed envelope must contain the balance of the Proposal and be clearly marked "Technical Submission". Proposals must be in a sealed package and marked on the outside with the Contractor's name, address, and title of the Project. Proponents must use the following format to prepare their Proposals.

6.2 Technical Submission

The Technical Submission should include sufficient information to demonstrate that the Proponent has a good understanding of the Project and is capable of performing the required services so as to properly perform the work and ultimately deliver a successful Project. The main body of the Technical Submission should not exceed five (5) double-sided pages. Appendices shall be bound separately and can be included for supplementary materials.

The Technical Submission shall include the following content:

Title Page: Showing RFP name, closing date and time, Proponent name, address, telephone number, email address and contact person.

Letter of Introduction: A brief cover letter introducing the Proponent's Proposal, (but not referring to any dollar amounts contained in the Financial Submission), and signed by the person(s) authorized to sign on behalf of the Proponent.

Proposal Declaration Letter: A completed Proposal Declaration Letter with the content as noted in Appendix "B".

Signed Addenda: Include signed copies of all Addenda issued as part of this RFP.

Table of Contents: Provide a table of contents for the Technical Submission

Section 1 - Proponent Team: Include the following content.

- Provide an introductory paragraph describing the company profile, capabilities, and experience base as it relates to this RFP.
- Include a team organization chart identifying key project team members and any sub-contractors.
- Provide a brief introduction of the key team members and sub-contractors, indicating their roles and responsibilities, professional designations, education and relevant experience in relation to the Project. Also, indicate their years of professional experience, years of service with the company, and availability to undertake the Project in relation to current and anticipated commitments to other projects.
- Provide project summary sheets for three recent and similar projects completed in the last five (5) years. For each project include the client name, a description of the project, its location, its size, the Proponents scope of services, timeframe and date completed, approximate cost of the contract, and a client reference name and contact information.

Section 2 - Project Approach and Inspection Methodology: Include the following content.

- Provide an introductory paragraph demonstrating the Proponents understanding of the Project, the key issues specific to the Project and describe the contemplated approach to address these issues.

- Provide a description of the inspection equipment proposed for use on this project with sufficient information to demonstrate the Proponents ability to comply with the technical requirements of this RFP as well as the reporting capability to facilitate evaluation of same.
- Provide an outline of the methodology and plan for completing the inspection including descriptions of key tasks to complete the work.
- Provide a description of the proposed locations and requirements for inspection access and egress installations necessary to conduct the inspections.
- Provide a Project schedule including key tasks, milestones, meetings, and deliverables, and identification of timelines for inputs, information needs, and any task prerequisites.
- Provide a summary of any additional Owner Responsibilities required to facilitate the inspection.

Section 3 – Project Delivery: Include the following content.

- Provide an overview of the Proponent’s Project Management Plan describing how the Project will be documented and monitored. Specific detail should be provided that demonstrates how the Proponent will control the scope, schedule and costs. The Proponent should also describe their approach to risk management including identification of Project specific risks, evaluation of risks and mitigation and monitoring for risks.
- Provide a table including a complete list of Project deliverables that will be provided.
- Provide an overview of the Proponent’s Organizational Quality Management Plan, certifications, and QA/QC procedures.
- Provide an overview of the Proponent’s project safety plan, including public notifications and traffic control if required.

Section 4 – Alternative Inspection Methodologies: Include the following content.

- Provide a description of the inspection equipment proposed for use on this project with sufficient information to demonstrate the Proponents ability to comply with the technical requirements of this RFP as well as the reporting capability to facilitate evaluation of same.
- Provide an outline of the methodology and plan for completing the inspection including descriptions of key tasks to complete the work.
- Provide a description of the proposed locations and requirements for inspection access and egress installations necessary to conduct the inspections.
- Provide a summary of any additional Owner Responsibilities required to facilitate the inspection.
- Provide a Project schedule include key tasks, milestones, meetings, and deliverables, and identification of timelines for inputs, information needs, and any task prerequisites.
- Highlight the benefits, cost savings, and schedule advantages of the proposed alternative inspection methodologies.

Required Appendices

- Submit one sample report of a recently completed similar project.

6.3 Financial Submission

Proponents Financial Submission shall contain the total fees for each of the Price Items listed according to the fixed fee format tables included in the following sections. The Financial submissions shall include separate pricing for both the preferred inspection methodology (**Total Fee – Specified Items**) as well as the proposed alternative inspection methodology (**Total Fee – Separate Items**).

Proponents shall include in their Financial Submission a summary of the fee basis and underlying assumptions as well as a description and basis for any disbursements included in each Price Item.

Disbursements include all reasonable and proper expenses incurred by the Proponent. No mark-up for disbursements will be paid. Travel disbursements shall be quoted on the most economical travel methods. Travel time shall be included in work activities (no additional payment will be made for travel time as part of disbursements).

The **Total Fees** shall include the cost of all sub-contractors. No mark-up for sub-contractor fees will be paid to the prime contractor.

The Contractor shall not exceed the **Total Fees** provided. Scope changes requiring fees beyond the **Total Fees** provided must be authorized in writing by the RDN before work begins on any additional work. Scope changes will only be authorized by a formal Change Order signed by the RDN and the Contractor.

6.3.1 Total Fee – Specified Items (Preferred Inspection Methodology)

The **Total Fee - Specified Items** shall include the services described in Section 5 of this RFP for the preferred inspection methodology using high-resolution EM inspection techniques. Price item 2. - Provision of Inspection Access and Egress Installations, is an optional cost item and will be evaluated according to the criteria specified in Section 7.4.

Price Item		Fixed Fee
1.	Inspection Plan Documentation - Includes information collection and review, description of inspection methodology and tasks, traffic control plan, emergency/contingency plan, forcemain operating conditions, identification of inspection access and egress locations and shop/design drawings, Project initiation and inspection plan review meeting, and any site visits as required to plan the inspections.	\$
2.	Provision of Inspection Access and Egress Installations (Optional) - Includes supervision and installation of forcemain access and egress ports and restoration to pre-inspection conditions.	\$
3.	Forcemain Inspection Preparation Activities - Includes but not limited to cleaning / swabbing of the forcemain, installation of any tracking devices, tool calibration, pre-inspection coordination meeting, coordination with RDN operations staff, and all other work required to prepare for the inspections.	\$
4.	Conduct In-line Inspections - Includes but not limited to deployment and retrieval of inspection tools, monitoring and or tool tracking, data acquisition and verification, traffic control, ongoing coordination with RDN operations staff and all other work incidental thereto.	\$
5.	Condition Assessment Report - Including but not limited to data processing, interpretation and presentation, report preparation, and inspection debriefing / results presentation meeting.	\$
Total Fee – Specified Items		\$

6.3.2 Total Fee – Separate Items (Alternative Inspection Methodology)

The **Total Fee – Separate Items** shall include the services described in Section 5 of this RFP for the proposed alternative inspection methodology. Price item 2. - Provision of Inspection Access and Egress Installations, is an optional cost item and will be evaluated according to the criteria specified in Section 7.4.

Price Item	Fixed Fee
1. Inspection Plan Documentation <ul style="list-style-type: none"> - Includes information collection and review, description of inspection methodology and tasks, traffic control plan, emergency/contingency plan, forcemain operating conditions, identification of inspection access and egress locations and shop/design drawings, Project initiation and inspection plan review meeting, and any site visits as required to plan the inspections. 	\$
2. Provision of Inspection Access and Egress Installations (Optional) <ul style="list-style-type: none"> - Includes supervision and installation of forcemain access and egress ports and restoration to pre-inspection conditions. 	\$
3. Forcemain Inspection Preparation Activities <ul style="list-style-type: none"> - Includes but not limited to cleaning / swabbing of the forcemain, installation of any tracking devices, tool calibration, pre-inspection coordination meeting, coordination with RDN operations staff, and all other work required to prepare for the inspections. 	\$
4. Conduct In-line Inspections <ul style="list-style-type: none"> - Includes but not limited to deployment and retrieval of inspection tools, monitoring and or tool tracking, data acquisition and verification, traffic control, ongoing coordination with RDN operations staff and all other work incidental thereto. 	\$
5. Condition Assessment Report <ul style="list-style-type: none"> - Including but not limited to data processing, interpretation and presentation, report preparation, and inspection debriefing / results presentation meeting. 	\$
Total Fee – Separate Items	\$

7 Proposal Evaluation

7.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the RDN by an evaluation team appointed by the RDN, which may consist of one or more persons. The Evaluation Team may consult with others including RDN staff members and third party consultants as the Evaluation Team may in its discretion decide is required.

7.2 Evaluation Process

All Proponents Technical Submission will be evaluated first followed by opening and evaluation of the Financial Submissions. If the Evaluation Team concludes that, in its opinion, the Technical Submission does not substantially satisfy the technical requirements of the Project the RDN may, but is not required to, reject the entire Proposal and not evaluate the Financial Submission.

As described in the RFP, the Evaluation Team may ask a Proponent to clarify the content of a Proponent's Technical Submission. Evaluation of the Technical Submissions may include interviews and/or requests for supplemental information from selected Proponents to obtain comparable information required for decision-making. The RDN reserves the right to incorporate confidential discussions, interviews, presentations and other inquiries with Proponents or third parties for clarification of Proposal submissions into the RDN's evaluation of the Proposal.

7.3 Technical Submission Evaluation Criteria

The Evaluation Team will review the Technical Submission to assess the Proponent's demonstrated experience, qualifications, understanding of the Project, approach and inspection methodology and ability to perform the Work with particular reference to the information requested in Section 6.2 and the Project Specification in Appendix "E". The Technical Submission will constitute 50% of the total Proposal evaluation score. Separate evaluations will be conducted for the preferred inspection methodology and proposed alternative inspection methodology with scoring applied according to the following evaluation matrix.

Category		Point Allocation
1.0	Proponent Team	10
1.1	Company profile, capabilities, and experience base as it relates to this RFP	3
1.2	Key personnel and qualifications of proponent team	3
1.3	Four client references for similar inspection work	4
2.0	Project Approach and Inspection Methodology	35
2.1	Project Understanding	5
2.2	Inspection Equipment and Methodology	15
2.3	Inspection Access / Egress Requirements	10
2.4	Project Schedule	5
3.0	Project Delivery	5
3.1	Project Management Plan	2
3.2	Quality Management Plan	2
3.3	Project Safety Plan	1
Total Technical Submission Score		50

Evaluation of the proposed alternative inspection methodology will focus primarily on the Project Approach and Inspection Methodology categories. Scoring for the Proponent Team and Project Delivery categories will be applied to both evaluations.

A Proponent's Total Technical Submission Score will be the sum of individual category scores.

7.4 Financial Submission Evaluation

The Evaluation Team will evaluate the Proponent's Financial Submission in accordance with the provisions of this RFP. All personnel fees and disbursements will be taken into account in the Proposal evaluation. The Financial Submission will constitute 50% of the total proposal evaluation score. Separate Evaluations will be conducted for the preferred inspection methodology and proposed alternative inspection methodology. Each of the Price Items requested will be evaluated separately with points allocated to each Price Item according to the following evaluation matrix:

Price Item		Point Allocation
1.	Inspection Plan Documentation	2
2.	Provision of Inspection Access / Egress Installations (Optional)	15
3.	Forcemain Inspection Preparation Activities	3
4.	Conduct In-line Inspections	20
5.	Condition Assessment Report	10
Total Financial Submission Score		50

The scoring for each Price Item will be determined according to the following formula:

$$Price\ Item\ Score = \frac{Low\ Price \times Price\ Item\ Point\ Allocation}{Non\ Low\ Price}$$

Where the Proponent with the Low Price for each Price Item receives the full point allocation. Proponents not submitting pricing for Price item 2 - Provision of Inspection Access and Egress Installations will receive a score of zero (0) for this Price item.

A Proponent's Total Financial Submission Score will be the sum of individual Price Item scores.

7.5 Selection of Preferred Proponent

Total Proposal Scores for both the preferred and alternative inspection methodologies will be developed by adding the respective Total Technical Submission and Total Financial Submission Scores of each. The Proponent that receives the highest Total Proposal Score will be identified as the Lead Proponent. The RDN will then select a Preferred Proponent based on either the preferred or alternative inspection methodology, determined to meet the interests, project objectives and budgetary constraints of the RDN. The RDN shall be the sole judge of its own best interests, the Proposals, and the resulting Agreement. The RDN's decision will be final.

Appendix "A"
Receipt Confirmation Form

**Regional District of Nanaimo
Request for Proposals**

**Departure Bay Forcemain
Condition Assessment**

Please complete this form and return it upon receipt of RFP to:

Michael Desilets, P. Eng., Project Engineer, Engineering Services
Regional and Community Utilities
Regional District of Nanaimo
6300 Hammond Bay Road, Nanaimo, BC V9T 6N2
Email: mdesilets@rdn.bc.ca

Failure to return this form may result in no further communication regarding this RFP.

COMPANY:

ADDRESS:

CONTACT PERSON:

TELEPHONE:

EMAIL:

I have received a copy of the above-noted Request for Proposal, and (check one item):

we will be submitting a proposal

we will NOT be submitting a proposal

SIGNATURE:

TITLE:

DATE:

Appendix “B” Proposal Declaration Letter

This Proposal Declaration should be executed by the Proponent. By executing this Proposal Declaration, the Proponent agrees to the provisions of the RFP and this Proposal Declaration. The RDN reserves the right to disqualify any Proponent that fails to complete this form.

[RFP Proponent’s Letterhead]

To: Regional District of Nanaimo
Regional and Community Utilities – Second Floor
6300 Hammond Bay Road
Nanaimo, BC V9T6N2

Attention: Michael Desilets, P. Eng., Project Engineer, Engineering Services

In consideration of the RDN’s agreement to consider our Proposal in accordance with the terms of the RFP, the Proponent hereby agrees, confirms and acknowledges on its own behalf and on behalf of each member of the Proponent Team, to the extent applicable to such Proponent Team member and within the reasonable knowledge of such Proponent Team member, that:

1. Proposal

- (a) this Proposal Declaration Form has been duly authorized and validly executed by the Proponent;
- (b) the Proponent is bound by all statements and representations in its Proposal;
- (c) its Proposal strictly conforms with the RFP and that any failure to strictly conform with the RFP may, in the discretion of the RDN, be cause for rejection of its Proposal;
- (d) its Proposal is made without collusion or fraud; and
- (e) the RDN has the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, credit enquiries, litigation searches, bankruptcy registrations and other investigations on all or any of the Proponent Team members, and by submitting a Proposal, the Proponent and each Proponent Team member agrees that they consent to the conduct of all or any of those investigations by the RDN.

2. Acknowledgements with Respect to the RFP

- (a) the Proponent and each Proponent Team member have received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP “Table of Contents”, and any and all Addenda;
- (b) the Proponent and each Proponent Team member agree to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP Table of Contents, and any and all Addenda;

(c) the Proponent's representative identified below is fully authorized to represent the Proponent and each Proponent Team member in any and all matters related to its Proposal, including but not limited to providing clarifications and additional information that may be requested in association with the RFP; and

3. Composition and Consent of Proponent Team

(a) the Proponent has obtained the express written consent and agreement of each member of the Proponent Team to all terms of this Proposal Declaration Form to the extent applicable to such Proponent Team member, and within the reasonable knowledge of such Proponent Team member.

PROPONENT REPRESENTATIVE

_____	_____
Name	Name of Employer
_____	_____
Address	Email Address
_____	_____
Name of Authorized Signatory	Telephone

Signature	

Appendix “C” Available information

The following information will be made available to Proponents. Access for downloading the available information from the RDN file sharing site will be provided upon return of the Receipt Confirmation Form provided in Appendix “A” to the RDN representative.

1. Departure Bay Pump Station Record Drawing Package
2. Departure Bay Forcemain Record Drawing Package
3. Hammond Bay Interceptor Record Drawing Package
4. AECOM Technical Memorandum – Departure Bay Forcemain Condition Assessment
5. Departure Bay Pump Station Flow Monitoring Records

Appendix “D”
Contract for Services

CONTRACT FOR SERVICES

**Departure Bay Forcemain
Condition Assessment**

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

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(“RDN”, “we”, “us” or “our” as applicable)

OF THE FIRST PART

AND:

[CONTRACTOR NAME]
[ADDRESS]
XXXXXXXX, XX, X#X #X#

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

OF THE SECOND PART

WHEREAS:

- A. The RDN called for proposals for the provision of consulting services for the Departure Bay Forcemain Condition Assessment (the “**Project**”), and the Contractor in reply submitted a proposal dated May 18, 2017. A copy of the Contractor’s technical proposal is attached as Schedule “C” to this Agreement and the Contractor’s financial proposal is attached as Schedule “D” to this Agreement.
- B. The RDN 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 RDN in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the RDN 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 Contractors 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. **Time Limits** Perform the Services to be provided under this Agreement within the time limits specified in Schedule “A” or, if no time limit is specified for the Project, or a particular component of the Project, then perform the Services promptly.

3. **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. You will submit monthly statements and supporting documentation to us, if requested by us, to verify all reimbursable expenses.
4. **Confidentiality** You must not disclose any information, data or secret of the RDN to any person other than representatives of the RDN 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 RDN any information, data or secret you may acquire as a result of being engaged pursuant to this Agreement.
5. **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.
6. **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-Contractors 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.
7. **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.
8. **Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 4, 5, 6, 7 and 9 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
9. **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 wilful act of you or your agents, employees, sub-Contractors or sub-contractors, or from your breach of this Agreement. The maintenance of insurance required under section 9 shall not relieve you from any liability under the indemnity provisions in section 8 of this Agreement.
10. **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.
11. **WCB Coverage** You must provide to the RDN, prior to the commencement of the Agreement, evidence satisfactory to the RDN that you have paid and satisfied any and all assessments payable under the Workers Compensation Act or any regulation thereunder with respect to the Services to be provided under this Agreement.
12. **Compliance with Laws** You must comply with all laws applicable to the provision of the Services.
13. **Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent to be given in our sole discretion.
14. **Legal Relationship** The legal relationship between you and the RDN arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.
15. **Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this Agreement.

PAYMENT

16. **Payment for Services** We must pay you the fees for your Services as set out in Schedule “D”. The amount payable for the fees and disbursements is in accordance with the **Total-Fee (Specified or Separate) Items** as set out in Schedule “D”.

Where you are specifically authorized in Schedule “D” to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule “D” 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.

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

TERMINATION AND SUSPENSION

18. **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.
19. **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.
20. **Suspension** If your Services are suspended by the RDN 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 RDN to terminate this Agreement upon giving written notice thereof to the RDN. In such an event, you shall be paid by the RDN 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.
21. **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.
22. **For Assignment** If you assign or subcontract part or all of the work of the Services to another person, without our consent, we may immediately terminate this Agreement.

RDN OBLIGATIONS

23. **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 RDN, 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 RDN’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 RDN in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the call for proposals, the supply of oral or written information to proponents, the review of proposals, or carrying out of the RDN’s responsibilities under this Agreement.
24. **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.

25. **Site Access** We will arrange and make provision for your entry and ready access to RDN owned property 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.

GENERAL

26. **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.
27. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the RDN 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.
28. **Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the RDN and the Contractor and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the RDN and the Contractor with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the RDN and the Contractor.
29. **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.
30. **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.
31. **Designation of Parties** In this Agreement, “we”, “us” and “our” refer to the RDN alone and never refer to the combination of the Contractor and RDN. The combination of the RDN and the Contractor is referred to as “the parties”.
32. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
33. **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.
34. **Time** Time is of the essence in this Agreement.
35. **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

36. **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 RDN and the Contractor, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
37. **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 RDN or the Contractor.
38. **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.
39. **Award of Arbitrator** The award of the arbitrator shall be final and binding upon the parties.

DESIGNATED REPRESENTATIVES

- 40. **RDN 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 “RDN 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 RDN Representative in the place and stead of any person previously designated.
- 41. **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

- 42. **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.

REGIONAL DISTRICT OF NANAIMO by its)
 authorized signatories:)
)
)
)
)
 _____)
 Name)
)
)

 Name

Contractor by its authorized signatories:)
)
)
 _____)
 Name)
)
)
)

 Name

Schedule A – Services

Schedule B – Insurance

The Contractor shall, without limiting its obligations or liabilities and at its own expense, carry with an insurance company or companies and under policies of insurance acceptable and approved by the RDN the following insurance with limits not less that shown in the respective items:

Commercial General Liability Insurance The Contractor will maintain Commercial General Liability Insurance in an amount not less than \$5,000,000 inclusive per occurrence, insuring against property damage, personal injury, bodily injury and death. The insurance shall include Contractor’s Contingent Liability, and Contractual Liability of sufficient scope to include the liability assumed by the Contractor under the terms of this Contract, and Completed Operations Liability. The certificate shall name the Regional District as an additional insured and the policy shall contain a cross liability clause. The policy shall remain in full force and effect from the commencement of the performance of the Services for a period of not less than twelve (12) months following completion.

Automobile Liability Insurance The Contractor shall maintain Automobile Liability Insurance, in respect to owned and non-owned licensed vehicles subject to limits of not less than three million dollars \$3,000,000 inclusive each accident, insuring against bodily injury and property damage.

Professional Liability Insurance The Contractor will maintain professional liability insurance at an amount not less than \$3,000,000 insuring the Contractor’s liability resulting from errors and omissions in the performance of professional services under the Contract. The policy shall remain in full force and effect from the commencement of the performance of the Services for a period of not less than twelve (12) months following completion.

Insurance on Contractor supplied Equipment Equipment rented or owned by the Contractor to its full insurable value.

All required insurance policies shall provide a clause requiring notification of the RDN 30 days in advance in the event that the insurance policy is cancelled.

The Contractor is responsible for ensuring that its Sub-Contractors comply with the same insurance requirements as outlined herein.

Schedule C – Contractor’s Technical Proposal

Schedule D – Contractor’s Financial Proposal

Appendix “E”

Project Specifications

E1. IN-LINE INSPECTION OF WELDED-STEEL FORCEMAIN

E1.1 Description

E1.1.1 This specification covers the inspection of 900mm welded-steel Departure Bay Forcemain (DBFM) using in-line “test equipment”. Test equipment shall use continuous in-line inspection techniques to gather data that will be used by the Proponent to evaluate forcemain condition.

E1.1.2 While it is preferred that the inspection be completed using electromagnetic test equipment that is capable of measuring remaining pipe wall thickness and specific pit information including size and depth of pit, inspection using test equipment that is based on other technologies will be considered.

E1.1.3 The inspection shall be carried-out while the forcemain is in operation, without adversely effecting wastewater conveyance service.

E1.2 Responsibilities

E1.2.1 The Proponent shall be responsible for:

- (a) Providing a detailed Inspection Plan and Schedule that describes the methodology and all tasks required to prepare, inspect and restore the forcemain to its pre-inspection configuration and condition. The Methodology shall include a Traffic Control Plan, and an Emergency/Contingency Plan for dealing with inspection-related service problems such as inspection tools becoming stuck or lost in the forcemain. The Methodology shall also clearly identify any work or other project support that is to be provided by the RDN. The Inspection Plan and Schedule shall be submitted to the RDN for their review a minimum of 30 days prior to commencing site work. The Proponent shall host a meeting with the RDN at the RDN Offices to review the proposed Inspection Plan and Schedule at a date to be determined.
- (b) Setting the criteria for entering the pipe including provision of Shop/ Design Drawings to articulate the system modifications required to install access and egress ports to deploy and retrieve cleaning and test equipment.
- (c) Identifying the forcemain operating conditions (pressure, velocity, duration of flow, etc.) required to enable all forcemain work activities including but not limited to provision of equipment access / egress ports, pipe cleaning, in-line pipe inspection, and restoration.
- (d) Providing cleaning and inspection equipment access / egress ports, including but not limited to modifying piping at the pump station, exposing and opening existing pipe manholes, and installing new access ports on the forcemain.
- (e) Cleaning the forcemain as needed to successfully complete the in-line inspection.
- (f) Deploying the equipment, and providing for flow monitoring and/or tool tracking services to enable continuous monitoring of in-line tool location.
- (g) Restoring access / egress ports to pre-inspection condition and configuration, where practicable, including the re-installation of equipment modified or removed at the pump station, the replacement of pipe manhole pressure covers and gaskets, and the backfilling and surface restoration of areas excavated and/or disturbed in carrying out the Work.
- (h) Interpreting the results of the inspection and reporting on same.

- (i) Providing a detailed project report that includes an assessment of forcemain condition and recommendations for future repair and inspection.
- (j) Hosting a meeting at the RDN Offices to review the Draft Condition Assessment Report and the findings of the inspection with the RDN.

E1.2.2 The RDN or others shall be responsible for:

- (a) Providing one electronic copy of existing forcemain and pump station drawings, and other system documentation as may be needed, to aid the Proponent in completing the Work.
- (b) Providing the Proponent with access to the pump station and other facilities as necessary to prepare, inspect and restore the forcemain. Proponent shall submit requests for facility / site access to the RDN with a minimum 72-hours' advance notice.
- (c) Providing the required forcemain operating conditions (e.g. pressure and flow conditions) as identified by the Proponent in their Methodology and Schedule, to enable the Proponent to prepare and inspect the forcemain using the in-line equipment.
- (d) Furnishing the Proponent with on-hand pipe segments, if available, for use in calibrating or trial testing the test equipment prior to commencing the inspection work.

E1.3 Pre-Inspection Work

- E1.3.1 Review existing reports, record drawings, historical information, maps, operating information, and other relevant information.
- E1.3.2 Review project scope and inspection methodology in workshop format with the RDN operations and infrastructure management personnel.
- E1.3.3 Coordinate with the RDN to utilize the best time to perform the inspection with minimal interference to services during the inspection.
- E1.3.4 Develop pre-inspection and inspection plans in coordination with RDN staff.
- E1.3.5 Develop an Emergency Response / Contingency Plan in coordination with RDN personnel for unforeseen emergency situations.
- E1.3.6 Finalize a complete Inspection Plan.

E1.4 Forcemain Preparation Work

- E1.4.1 Provide access / egress ports for cleaning and inspection equipment including but not limited to modifying piping at the pump station, exposing and opening existing pipe manholes, and installing new access ports on the forcemain.

E1.5 Test Equipment Deployment

- E1.5.1 Test equipment shall be inserted into the forcemain via the access / egress ports provided by the Proponent, and propelled completely through the inspection section by the wastewater flow or other means as detailed in the Inspection Plan.
- E1.5.2 The inspection must be continuous and be able to provide condition assessment information for the full circumference and length of forcemain to be inspected (i.e. the "pressure flow" section of the forcemain).
- E1.5.3 Provide all equipment necessary to transport the test equipment through the pipe.
- E1.5.4 Contractor shall clean the pipe to a sufficient level that will allow the minimum level of data collection accuracy required to accurately assess the condition of the forcemain.

- E1.6 Condition Assessment General Technology Requirements
- E1.6.1 The inspection must be non-destructive in nature; the equipment must do no harm to the pipe, internal liners, or any features (e.g. elbows). Proponent shall identify risks of damage and explain measures that will be taken to minimize risks and repairs to the RDN's infrastructure.
- E1.6.2 Contractor shall quantify in their proposal the level of accuracy and resolution of the test equipment proposed for use on this project. Describe the format in which the data will be presented to the RDN and include a sample report. Proponent shall identify risks that could affect accuracy of the gathered data.
- E1.6.3 Test equipment shall detect and quantify pipe wall defects such as holes and pits, and shall accurately measure their locations along and positions around the pipe.
- E1.6.4 If practicable, test equipment shall determine whether wall loss defects and pitting are on interior or exterior pipe surface.
- E1.6.5 Identify limits of the test equipment including set up time, rate of progress, size, weight, accuracy, and any other limits.
- E1.6.6 Describe how verification of the obtained data can be achieved.
- E1.7 Condition Assessment Electromagnetic Inspection Methodology Technology Requirements
- E1.7.1 The equipment must be able to identify localized areas of wall loss that could lead to failures. The threshold of detection of the inspection equipment (that is, smallest defect the equipment can detect) must have an associated volume that is equal or exceeding the volume of a 50% deep 25mm diameter flat-bottom hole in standard schedule pipe. The results should provide a pipe-by-pipe analysis stating the actual remaining wall thickness and list the 3 deepest pits per pipe segment.
- E1.7.2 The equipment must be able to quantify any identified localized wall loss, as well as general wall loss, with the following accuracy or better:
 Localized Wall Loss: within +/- 20% of nominal thickness with 85% confidence.
 General Wall Loss: within +/-10% of nominal thickness with 85% confidence.
- E1.7.3 Besides quantifying the wall loss, the equipment must also provide location information for any wall loss detected. The required positional accuracy for the location is:
 Distance: +/-100mm from the nearest upstream and downstream joint connections, the locations of which are identified with a 0.1% accuracy from the nearest above ground feature, and
 Circumferential: +/-0.5 hour on a 12-hour clock.
- E1.8 Quality Assurance
- E1.8.1 On the day of the inspection, the inspection crew must complete a quality assessment of the gathered data to ensure the data is suitable for making condition assessment decisions. If a repeat inspection is required, the Lead Inspector will notify the RDN immediately, and the second inspection will be performed that same day or the next day.
- E1.8.2 Testing of a short 900mm mock-up may be required of Contractor prior to job commencement to verify equipment performance and compliance with required quality control standards.
- E1.9 Reporting Requirements
- E1.9.1 Provide a detailed project report that identifies all significant pipe defects detected, and includes the raw and post-processed inspection data, an assessment of forcemain condition, and recommendations for future repairs and inspections.

- E1.9.2 Provide orientation of defects.
- E1.9.3 Provide horizontal station.
- E1.9.4 Provide dimensions of defects.
- E1.9.5 Provide wall loss determination, if possible.
- E1.9.6 Perform comprehensive interpretive data evaluation. Submit electronic copy of the final report along with:
 - (a) raw data,
 - (b) data analysis, and
 - (c) Interpretive evaluation of forcemain condition.
- E1.9.7 Electronic submittals shall conform to following information standards:
 - (a) Microsoft Windows
 - (b) Microsoft Office Professional (Excel, Word, Access, PowerPoint, and Outlook)
 - (c) Adobe Acrobat
 - (d) AutoCAD
 - (e) All data shall be submitted in Microsoft Excel file(s).

END OF SECTION