



## REGIONAL DISTRICT of OKANAGAN-SIMILKAMEEN REQUEST FOR QUOTATIONS

**RDOS-22-ENG-09**

### **WEST BENCH WATER SYSTEM – VARIABLE FREQUENCY DRIVE SUPPLY AND INSTALLATION**

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#### **PURPOSE**

The Regional District of Okanagan-Similkameen (RDOS) is seeking quotations from qualified professionals to provide electrical design and contracting services to install two (2) variable frequency drives at the west bench booster station, located at 215 Lower Moorpark Drive in Penticton, B.C.

Location: <https://goo.gl/maps/7D2NZpZJ65VjMede9>

The Contractor will be responsible for; working with the RDOS to finalize the specifications for the new equipment, procuring the new equipment, developing the construction schedule, completing any design work required for a successful installation, obtaining any permits, the demolition and removal of any existing equipment, and completing all of the required work to install and fully commission the equipment. The contractor will be expected to work with the Regional District's SCADA consultant to integrate the new equipment into Regional District's SCADA Network.

#### **SUBMISSIONS**

Submissions shall include the following information:

- The Contractors company name and address clearly indicated on the quotation including contact information i.e. phone numbers, e-mail addresses, etc.;
- A brief resume for key members of the contractors team, including a list of relevant qualifications and certifications such as, Journeyman, Red Seal, etc.;
- A construction schedule (Due to the nature of the work and water demand, construction can only take place between September and April)
- The Contractors Project Manager shall be clearly indicated as one of the key members in the quote;
- The cost for all materials and labour required to complete the installation and commissioning of the new equipment;
- 3 references from previous projects.

Fees estimate must include all applicable taxes, but show taxes as a separate line item.

## **INSPECTION OF SITE**

Prior to submitting a quote, it is strongly recommended that contractors tour the worksite to make sure they understand the full scope of the project. The RDOS will open up the site and allow contractors access on:

**Time and Date:** 10:00 am, Thursday, June 16th, 2022

**Location:** West Bench booster Station, 215 Lower Moorpark Drive, Penticton, B.C

**Google maps directions:** <https://goo.gl/maps/iLvQjj6YScEhX3dZA>

## **BACKGROUND DOCUMENTS**

To aid contractors in the developing their quotes the RDOS has made background documents from site including some as built documentation and pictures available on their Own Cloud site:

Link to Own Cloud: [West Bench Booster Station Background Documents](#)

## **CLOSING TIME**

Quotations and information received up to the following closing time:

**Thursday, July 7th at 2:00PM**

Proponents may submit an email quotation, a hard copy quotation or both.

Emailed quotations accepted at [engineering@rdos.bc.ca](mailto:engineering@rdos.bc.ca).

Hard copy quotations to be sent to:

Public Works Department – Engineering Services  
Attention: Shane Fenske  
Regional District of Okanagan-Similkameen  
101 Martin Street, Penticton, B.C. V2A 5J9

The lowest or any quotation will not necessarily be accepted. The Regional District reserves the right to waive formalities in or reject any or all quotations, or accept the quotation deemed most favorable in the interest of the Regional District, having regard to the price, timeline, capacity, equipment and qualifications offered.

The Regional District shall not be obligated in any manner to any proponent whatsoever until a written contracting services agreement has been duly executed relating to an approved submission.

All questions pertaining to the scope of the project should be directed, in writing, to:

Shane Fenske, Engineering Technologist, (250) 490-4117, [sfenske@rdos.bc.ca](mailto:sfenske@rdos.bc.ca)

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN  
FEE BREAKDOWN STRUCTURE  
WEST BENCH BOOSTER STATION – VFD SUPPLY AND INSTALLATION**

<b>SCOPE</b>	<b>DETAILS</b>	<b>FEE</b>
<b>5.1.1 Supply 2 new VFDs for 60hp pumps</b>	Costs to Supply, deliver, ship, etc. the new equipment.	
<b>5.1.2. Demolition and Removal of existing equipment as required.</b>	Costs associated with the removal of existing equipment to make room for the new VFDs.	
<b>5.1.3. Installation of the new VFDs</b>	All costs associated with the installation of the new VFDs including wiring, permits, etc.	
<b>5.1.4. Commissioning of the new equipment</b>	Assume a half day (4 hours) of commissioning work.	
<b>5.1.5 Project management and Engineering costs</b>	Project Management, meetings, design, etc.	
<b>Taxes</b>	<b>GST (5%)</b>	
	<b>Total Fee</b>	

**NAME OF COMPANY SUBMITTING PROPOSAL:** \_\_\_\_\_

**NOTE: PROPONENTS MUST SUBMIT THIS COMPLETED FORM AS PART OF THEIR PROPOSAL. PROPONENTS MAY EXPAND ON THE DETAILS OF THEIR FEE ESTIMATE IN THEIR PROPOSALS.**

# **SAMPLE CONTRACTING SERVICES AGREEMENT**

THIS AGREEMENT made the — day of \_\_\_\_, 2022

BETWEEN:

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

101 Martin Street

Penticton, British Columbia, V2A 5J9

(hereinafter called the “Regional District”)

OF THE FIRST PART

AND :

**Contractor**

(hereinafter called the “Contractor”)

OF THE SECOND PART

WHEREAS the Contractor has agreed to provide certain professional services to the Regional District in connection with a certain project described as follows:

**Installation of 2 new Variable Frequency Drives (VFDs) for the 2 (two) 60 (sixty) horsepower pumps at the West Bench booster station and associated work as detailed in “Schedule A” of the contracting Services Agreement.**

AND WHEREAS the parties hereto wish to set out herein their respective rights and obligations.

NOW THEREFORE, the Regional District and the Contractor in consideration of their mutual rights and obligations as hereinafter set forth do hereby agree as follows:

**Article 1 Contractor’s Duties**

- 1.1 The Contractor shall provide to the Regional District all services set out in the Request for Quotations (attached hereto as “Schedule A”) and the Contractor’s Quote (attached hereto as Schedule “B”), both of which form part of this agreement.
- 1.2 In performing the Services under this Agreement, the Contractor shall, at all times, act in the best interests of the Regional District and exercise that degree of professional skill, care and diligence required according to the generally accepted professional science and engineering standards applicable to the perform of such Services at the time and place the Services are performed.
- 1.3 The Contractor shall request of the Regional District any information or data contained in Regional District files which the Contractor requires in order to perform the services. The Regional District is only obligated to provide the Contractor information and data that is

pertinent to the terms of reference and work program as set out in Schedules "A" and "B". The Contractor may rely on such information or data as may be provided by the Regional District without independent verification.

- 1.4 To ensure that the Project is processed in a timely manner, the Contractor and the Regional District will apply their best efforts to meeting the following deadlines:
  - a) Phone call inquiries from the Regional District will be returned within 24 hours;
  - b) Public inquiries to the Contractor on technical issues will be returned within 48 hours;
  - c) Meetings will be scheduled within 5 working days from the date of request;
  - d) Review comments for material submitted by the Contractor will be processed by the Regional District within 14 days of receipt.
- 1.5 At the commencement of the Project, the Contractor shall, at the Regional District's request, provide the Regional District with a detailed analysis of the cost estimate for each component of the project including a monthly cumulative cash flow relative to the approved schedule of work. The cost estimates for fees and disbursements shall be as set out in Schedule "B".

## **Article 2 Fees and Disbursements**

- 2.1 Invoices may be rendered on a monthly basis prorated to the work completed or, at the conclusion of each phase by the Contractor to the Regional District, and shall be delivered to the Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton, British Columbia, V2A 5J9. Invoices shall be payable in full by the Regional District within thirty (30) days of receipt.
- 2.2 The Contractor shall provide all necessary and sufficient substantiation to the Regional District in order to verify any invoice upon request. If the Regional District is unable to verify any invoice within the said period, any payment by the Regional District either may be withheld or may be made and treated as an advance pending verification of the invoice.
- 2.3 Any necessary adjustments which have not been made prior to payment of an invoice may be made by the Regional District at the time of a later payment. If the Regional District is shown to have overpaid, the Regional District may deduct the amount from any other sums due to the Contractor from the Regional District or the Contractor shall pay the amount to the Regional District within thirty (30) days of the amount being agreed upon or otherwise established.
- 2.4 The Regional District may request the Contractor to submit prior to payment of the final invoice a statutory declaration or other proof that there are no outstanding costs, assessments, liens or claims in connection with the project.
- 2.5 Costs which have not been identified by the Contractor in the cost estimate will not be paid by the Regional District without prior approval and confirmation in writing. No payment shall be made to the Contractor for cost overruns that have not been the subject of prior notice and approval by the Regional District.
- 2.7 Any change in the rates charged for fees and disbursements or maximum payable must be approved in advance, in writing, by the Regional District. No payment shall be made to the Contractor for cost overruns that have not been the subject of prior notice and approval by the Regional District.

### **Article 3 Confidentiality, Ownership and Use of Documents and Materials**

- 3.1 The Contractor shall act in a confidential manner and make their best efforts to keep confidential all communications, plans, specifications, reports or other information used in connection with the project unless the same are stated by the Regional District to be in the public domain except as required by law; or by prior written consent of the Regional District. The Contractor shall instruct all his employees and agents of obligations under this Article.
- 3.2 All studies, reports, drawings, plans, designs, specifications, models, photographs, software; ie custom applications, digital data, etc., and the other intellectual properties and materials developed for the Regional District are the property of the Regional District regardless of whether the project proceeds and the Regional District reserves the copyright, patent and trademark therein and in the work executed there from and they shall not be used on any other work without the prior written agreement of the Regional District.
- 3.3 The Regional District acknowledges and agrees that the Contractor's Services have been provided for a specific purpose. Any reuse, modification, or misuse of the Contractor's studies, reports, drawings, plans, designs, specifications, models, software, processes, documents, or other information by the Regional District or third parties shall be at the Regional District's sole risk and responsibility.

### **Article 4 Special Tools and Equipment**

- 4.1 All necessary special tools, equipment and other things shall be acquired by the Contractor solely at the Contractor's cost and shall be the property of the Contractor unless the Regional District specifically authorizes the purchase of a specific item at the Regional District's expense.
- 4.2 The cost of special tools, equipment and other things that have not been specifically identified in detail by the Contractor or specifically authorized in writing by the Regional District during performance of the project shall be considered to be within the overhead of the Contractor.
- 4.3 If the Regional District specifically authorizes, in writing, that the Contractor shall purchase any special tool, equipment, or other things at the expense of the Regional District then such items shall become the property of the Regional District. The Contractor shall bear the risk of loss or damage, normal wear and tear excepted, to all such items from the time when such items are out of the possession and control of the Regional District. Upon completion of the project, the Contractor shall deliver all such special tools, equipment and other things to the Regional District.

### **Article 5 Sub-Contractors**

- 5.1 The Contractor may, with the prior written approval of the Regional District, engage the services of sub-consultants or sub-contractors to perform work which the Contractor is unable to perform.
- 5.2 The Contractor shall advise the sub-consultants and sub-contractors in writing prior to their participation in the project, of the duties and obligations arising out of this agreement between the Contractor and the Regional District.

- 5.3 The Contractor shall be responsible to the Regional District for all work carried out by sub-consultants and sub-contractors in connection with the project as if such work had been performed by the Contractor.
- 5.4 The Contractor shall be responsible to the Regional District for the acts and omissions of all sub-consultants and sub-contractors, their employees and agents, as if such sub-consultants and sub-contractors, their employees and agents, were persons directly employed by the Contractor.

## **Article 6 Termination**

### **By the Regional District:**

- 6.1 If the Contractor is in default in the performance of any of their material obligations set forth in this agreement, then the Regional District may, by written notice to the Contractor, require such default to be remedied.

If, within thirty (30) days after delivery of such notice, such default shall not have been corrected or reasonable steps to correct such default have not been taken, the Regional District may, without limiting any other right or remedy the Regional District may have, immediately terminate this agreement and discharge its obligations under this agreement by paying for the cost of the services rendered and disbursements incurred by the Contractor and remaining unpaid as of the effective date of the termination.

- 6.2 If the Regional District decides for any reason not to proceed with the Project, the Regional District may terminate this agreement by giving thirty (30) days prior written notice to the Contractor. Upon receipt of such written notice, the Contractor shall perform no further services other than those reasonably necessary to close out the project.

In such event, the Contractor shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

### **By the Contractor:**

- 6.2 If the Regional District is shown to be in default in performance of any of its material obligations set forth in this agreement, then the Contractor may, by written notice to the Regional District, require such default to be rectified.

If, within thirty (30) days after receipt of such notice, such default not have been corrected, or reasonable steps have not been taken to correct such default, the Contractor may, without limiting any other right or remedy they may have, immediately terminate this agreement. In such an event, the Contractor shall be paid by the Regional District for all services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

- 6.3 If the Contractor's services are suspended by the Regional District at any time for more than thirty (30) days through no fault of the Contractor, then the Contractor shall have the right at any time until such suspension is lifted by the Regional District, to terminate this agreement upon giving written notice thereof to the Regional District.

In such event, the Contractor shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension.

#### **Article 7 Compliance with Laws**

- 7.1 The Contractor shall ensure that the Services comply with all relevant legislation including Statutes, Codes, Bylaws and Regulations as well as Regional District policies and procedures. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Services, the more restrictive shall apply. Without restricting the generality of the foregoing, the Contractor shall abide by all provisions of the *Workers Compensation Act, RSBC 2019*, and upon request by the Regional District, shall supply proof that all assessments have been paid.
- 7.2 This Agreement shall be governed by and interpreted in accordance with the law of the province of British Columbia and each of the parties, by executing this Agreement, irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia.
- 7.3 No provision of this Agreement shall be deemed to have been changed unless made in writing signed by the Regional District and the Contractor, and if any provision is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement and such provisions shall be severable from the remainder of this Agreement.

#### **Article 8 Public Liability and Insurance**

- 8.1 The Contractor shall, at their expense, establish and maintain Professional Errors and Omissions Insurance acceptable to the Regional District as follows:
1. Preliminary Project where fees do not exceed \$15, 000: Insurance limit shall be a minimum of \$250, 000 per claim and \$500,000 per policy period.
  2. Studies with no designing required: Insurance limit shall be a minimum of \$500,000 per claim and \$1,000,000 per policy period.
  3. Design assignments and/or planning services covering projects not exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$500,000 per claim and \$1,000,000 per policy period.
  4. Design assignments and/or planning services covering projects exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$1,000,000 per claim and \$1,000,000 per policy period.
- 8.2 The Contractor's Professional Errors and Omissions Insurance shall be maintained continuously during the term of this Consulting Services Agreement and subsequently continue to be in force for twelve (12) months beyond the project completion date of services (i.e. submission of Final Report, as approved in writing by the Regional District)

The Contractor shall provide to the Regional District a Certificate of Insurance verifying that the Contractor has such Professional Errors and Omissions Insurance. The Certificate of Insurance shall indicate that notice will be given or sent by registered mail to the Regional



District at least thirty (30) days in advance of cancellation of this insurance. Upon request, the Contractor shall provide the said policy of insurance for inspection by the Regional District.

The Contractor shall provide the Regional District at least thirty (30) days written notice in advance of any material change or amendment to such Professional Errors and Omissions Insurance restricting coverage. Notice shall be given or sent by registered mail to the Regional District.

8.3 At the time of signing this Consulting Services Agreement, the Contractor shall provide, maintain and pay for Comprehensive General Liability Insurance on an occurrence basis for the Contractor with insurance limits of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage and shall include coverage for:

5. Premises, activities and operations liability
6. Blanket contractual liability
7. Cross liability
8. Contingent employers' liability
9. Owners and consultants protective liability
10. Employees as additional insureds
11. Personal injury
12. Broad form loss of use
13. Owned and non-owned automobile liability
14. The Regional District as an additional insured

8.4 The Contractor shall, at all times, indemnify, release and save harmless the Regional District, its officers, directors, agents and employees from and against all claims, damages, losses and expenses arising at law and in equity from personal injury, death, or damage to third party property to the extent directly attributable to the negligent acts, errors and omissions of the Contractor.

The Regional District shall, at all times, defend, indemnify, and save harmless the Contractor and its agents, officers, Directors, and employees from and against all claims, damages, losses and expenses, arising out of or resulting from the Services performed by the Contractor, inclusive of any claims made by third parties, or any claims against the Contractor arising from the acts, errors or omissions of the Regional District, its employees, agents, sub-contractors, and sub consultants.

#### **Article 9      Arbitration**

9.1. All matters in dispute under this agreement may, with the concurrence of both the Regional District and the Contractor, be submitted to arbitration to a single arbitrator appointed jointly by them and the provisions of the *Arbitration Act, SBC 2020*, shall apply.

9.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the project or in the affairs of either the Regional district or the Contractor.

#### **Article 10      Independent Contractor**

- 10.1 Nothing in this agreement or the Contractor's performance of their duties under this agreement shall constitute or create an employer-employee relationship. The Contractor shall act solely as an independent contractor and not as an employee or agent of the Regional District and is not authorized to create obligations on the part of the Regional District to third parties.

**Article 11 Waiver**

- 11.1 Any failure of the Regional District at any time to enforce or require strict compliance with any of the terms of this agreement shall not constitute a waiver or relinquishment of any such terms and the same shall remain at all times in full force and effect.

**Article 12 Records and Audit**

- 12.1 The Contractor shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than twelve (12) months after completion of the Project or for such extended period as the Regional district my request in advance in writing.
- 12.2 The Contractor shall permit the Regional District to inspect , audit, and copy all records, accounts, statements and other relevant documents of the Contractor relating to the Project at all reasonable business hours in the offices of the Contractor unless otherwise agreed in writing by the parties.

**Article 13 Successors and Assigns**

- 13.1 This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns.
- 13.2 Neither party may assign this agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

**Article 14 Notices**

- 14.1 All notices required by this agreement to be given by either party shall be deemed to be property given and received within two (2) business days, if made in writing to the other party, by registered mail, or facsimile addressed to the regular business address of such party.

**Article 15 Term**

- 15.1 The parties hereto agree that the Term of this Contracting Services Agreement will be; \_\_\_\_\_, 2021 until \_\_\_\_\_, 202\_\_.
- 15.2 The term of this Agreement may be extended or amended by mutual consent of the parties. A written notice of proposed changes shall be given by the Contractor or by the Regional District and within three (3) business days of the party receiving the notice the said party shall indicate, in writing, acceptance, rejection, or request for further time to review or request submission of additional supporting information.

**Article 16 Entire Agreement**

- 16.1 This agreement constitutes the sole and entire agreement between the Regional District and the

Contractor relating to the Service and supersedes all prior agreements and communications between them whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties whether expressed or implied shall form a part hereof.

- 16.2 The Contractor, by signing this agreement, is agreeing in writing to be the Principal Contractor and agrees to perform all the duties and responsibilities of the Principal Contractor as set out in the most current edition of the Workers Compensation Board, Occupational Health and Safety Regulation including amendments and the duties and responsibilities normally required of a Contractor by the Workers' Compensation board.
- 16.3 This Agreement may be executed by the parties and transmitted by telecopy or electronic mail and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties hereto had delivered an executed original of this Agreement.

The signatures of the Signing Authority of the  
**REGIONAL DISTRICT OF OKANAGAN - SIMILKAMEEN**  
was hereto affixed:

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*Bill Newell, Chief Administrative Officer*

The signatures of the Signing Authority of TBD  
**TBD**  
was hereto affixed:

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*TBD*

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.