



CYPRESS COUNTY

816 - 2nd Avenue, Dunmore, Alberta T1B 0K3

Phone: (403) 526-2888

Fax: (403) 526-8958

www.cypress.ab.ca

Addendum No. 2

November 3, 2023

REQUEST FOR PROPOSAL
Engineering Consulting Services
Hamlet of Irvine

Water and Sewer Line Replacement and Road Works

608m – Pacific Avenue between Wilhelm Street and Francis Street

305m – Elgin Street Between Pacific Avenue and Frederick Avenue

310m – Francis Street between Pacific Avenue and Frederick Avenue

RE: ADDENDUM NO. 2

Please initial and include this Addendum when submitting your completed quotation to Cypress County.

This Request for Proposal is modified in accordance with the following:

- 1. CHANGE: Request for Proposal Closing Date:**
From: November 16, 2023
To: December 7, 2023, prior to 2:00 p.m.
- 2. CLARIFICATION:** No PC Sum will be identified by the County for Quality Assurance Materials Testing and Environmental Scope.
- 3. CLARIFICATION:** Resident Engineering hours will not be specified by the County and will be left up to the Consultant for their assumptions for construction duration.

Initial _____



CYPRESS COUNTY

816 - 2nd Avenue, Dunmore, Alberta T1B 0K3

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Addendum No. 1

October 31, 2023

REQUEST FOR PROPOSAL

Engineering Consulting Services

Hamlet of Irvine

Water and Sewer Line Replacement and Road Works

608m – Pacific Avenue between Wilhelm Street and Francis Street

305m – Elgin Street Between Pacific Avenue and Frederick Avenue

310m – Francis Street between Pacific Avenue and Frederick Avenue

RE: ADDENDUM NO. 1

Please initial and include this Addendum when submitting your completed quotation to Cypress County.

This Request for Proposal is modified in accordance with the following:

1. CHANGE – Page 5:

From:

A rate schedule with hourly rates for reimbursable work by discipline/category. When preparing the hourly rates, the proposal must take into consideration rates up to December 31, 2025. The County will not consider any rate increases prior to this date. **Proponents are to confirm that pricing will be firm to the stated date (December 31, 2025).** Adjustments for rates for work beyond this date may be negotiated between the County and the successful consultant if the project schedule goes beyond the scheduled timeline.

To:

A rate schedule with hourly rates for reimbursable work by discipline/category. When preparing the hourly rates, the proposal must take into consideration rates up to December 31, 2026. The County will not consider any rate increases prior to this date. **Proponents are to confirm that pricing will be firm to the stated date (December 31, 2026).** Adjustments for rates for work beyond this date may be negotiated between the County and the successful consultant if the project schedule goes beyond the scheduled timeline.

2. CHANGE – Page 14:

From:

Date	Milestone Event
November 2023	Notification of Award to Consultant
November 2023	Project Startup Meeting
By Consultant	60% Design Submission
By Consultant	90% Design Submission
By Consultant	100% Design Submission
By Consultant	Invitational Tender Contracts
2025 Construction Season	Construction Completion

To:

Date	Milestone Event
November 2023	Notification of Award to Consultant
November 2023	Project Startup Meeting
By Consultant	60% Design Submission
By Consultant	90% Design Submission
By Consultant	100% Design Submission
By Consultant	Invitational Tender Contracts
2026 Construction Season	Construction Completion

Initial_____





Cypress County

REQUEST FOR PROPOSAL

ENGINEERING CONSULTING SERVICES

Hamlet of Irvine

Water and Sewer Line Replacement and Road Works

680m – Pacific Avenue between Wilhelm Street and Francis Street

305m – Elgin Street between Pacific Avenue and Frederick Avenue

310m – Francis Street between Pacific Avenue and Frederick Avenue

CONTENTS

1. REQUEST FOR PROPOSAL.....	3
2. SUBMISSION OF PROPOSAL	3
3. PROPOSAL SUBMISSION CONTENT AND FORMAT	3
4. INQUIRIES	5
5. VERBAL ANSWERS	5
6. CHANGES IN PROPOSAL.....	5
7. INSURANCE	5
8. ACCEPTANCE AND EVALUATION OF PROPOSAL	6
9. NEGOTIATIONS	7
10. DURATION OF OFFER.....	8
11. REQUIRED REVIEW	8
12. DUTIES AND TAXES	8
13. SUB-CONSULTANTS	8
14. REGISTRATION	8
15. PROPOSAL EXECUTION	8
16. AWARD.....	9
17. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT.....	9
18. WORKER’S COMPENSATION	9
19. SCOPE OF WORK	9
19.1. PHASE 1 – DESIGN PHASE SERVICES.....	9
19.2. PHASE 2 – TENDER PHASE SERVICES	10
19.3. PHASE 3 – CONSTRUCTION PHASE SERVICES.....	10
20. DESIGN DELIVERABLES.....	11
21. TENDER DELIVERABLES	11
22. CONTRACT ADMINISTRATION AND RESIDENT ENGINEERING	11
23. AVAILABLE INFORMATION.....	12
24. FIELD VISITS AND INSPECTION	13
25. FEES AND BILLING	13
26. OBLIGATIONS.....	13
27. PROJECT SCHEDULE	14
28. PROVISIONAL COST SUM ITEMS.....	14
29. PROPOSAL FORM	15
30. COMPENSATION SCHEDULE	17
SITE DRAWING.....	18

1. REQUEST FOR PROPOSAL

This Request for Proposal (RFP) is an invitation by Cypress County (The County) to prospective proponents to submit proposals for the provision of consulting engineering services to carry out design, tender, and construction phase services to replace the existing underground water and sewer lines and surface infrastructure as described in the Scope of Work herein, in the Hamlet of Irvine.

This project is eligible for funding by the Alberta Municipal Water / Wastewater Partnership (AMWWP).

2. SUBMISSION OF PROPOSAL

Submit proposal marked ***“Request for Proposal – Hamlet of Irvine Replace Water and Sewer Lines & Road Works”*** and addressed and delivered to:

Cypress County
Attention: Director of Public Works
816 - 2nd Avenue
Dunmore, AB T1B 0K3

Prior to 2:00 p.m. local time on **November 16, 2023**, as may be adjusted from time to time by addenda with time being conclusively determined by the clock selected by the County (the “Closing Time”).

Proposal will not be considered and will be returned if the proposal is not received at this office before the closing time.

Proposal will not be opened in public.

The County is not responsible for any costs, expenses, losses, damages, or liability incurred by the proponents in responding to the RFP.

3. PROPOSAL SUBMISSION CONTENT AND FORMAT

The proponent is to submit one (1) unbound original, and one (1) electronic copy on USB flash drive of the proposal clearly identified with ***“Request for Proposal – Hamlet of Irvine Replace Water and Sewer Lines & Road Work”*** and the name and address of the proponent on the outside.

Proposal is to contain the following information:

- 1) Mandatory requirements - proposal must comply with the following requirements to be considered by the County:
 - Be registered with the Association of Professional Engineers and Geoscientists of Alberta (APEGA) and licensed to practice engineering in Alberta.
 - Have a safety Certificate of Recognition (COR) from the Alberta Construction Safety Association (ACSA) or other certifying partner or is in the process of obtaining one as demonstrated by a Temporary Letter of Certification (TLC) from the ACSA or other certifying partner.
 - Experience working with Cypress County municipal sewer infrastructure within the last 7 years.
 - Experience working with various specifications such as the National Master Specifications, and Cypress County Design Guidelines.
- 2) A fully executed Proposal Form (enclosed in this RFP).

- 3) Title Page – referencing the RFP title, the firm’s name and address, the name, telephone number and email address of the contact person and the date of the proposal.
- 4) Transmittal Letter – a letter briefly stating the proponent’s understanding of the purpose and objective of the project, the benefits they bring to the project, any potential issues, constraints and how they will be dealt with. Any additions to the RFP or proposed deletions must be separately identified in the letter. Proponents are to confirm receipt of any RFP Addenda, if applicable.
- 5) An Assumptions section that lists all assumptions the proponent has about information or arrangements to be provided by the County.
- 6) Relevant Project Experience and Past Performance
 - Experience with the development of municipal infrastructure and municipal water and sewage handling systems and storage. The proposal will include descriptions of similar projects completed in the past seven (7) years and will list relevant experience of key team members on those past projects which are proposed for the work identified in this RFP. Include a brief description of the work undertaken, cost and schedule, and the name, title, phone, and email address of a key contact that can be used as a reference check.
- 7) Project Team Composition and Qualifications
 - The proposal will include a complete list of personnel to be assigned to the project, qualifications, years of experience, professional accreditation, level of involvement, location of staff, relevant past performance as a team, and availability for the project.
 - Provide résumés for key project personnel. Résumés should be focused on education and experience that is relevant to this RFP.
 - The proposal will include a complete list of any/all sub-consultants including their role, experience, and personnel to be utilized. The successful proponent shall accept full responsibility for the quality, accuracy, and correctness of all work performed by all sub-consultants.
 - Provide an organizational chart for this proposal showing lines of communication and reporting for the project team.
- 8) Project Comprehension and Methodology Max. 10 pages
 - Proponents should provide a clear, well organized, and comprehensive narrative that includes at minimum:
 - Understanding of desired project outcomes.
 - Proper project description that identifies pertinent issues.
 - Clear indication of included and excluded services, optional services, and services provided by others.
 - Deliverables identified for each task or phase.
 - Provide a detailed and realistic work schedule to meet all critical milestones. If the County’s proposed schedule does not appear to be feasible or realistic, the proposal must contain an alternate schedule that the proponent believes is realistic.
 - Integration of sub-consultants or specialist services.
 - Approach to schedule, budget, and quality control.
 - Approach to conflict resolution.
 - Approach to coordinating with key stakeholder: Cypress County

- Proposal Compensation
- A completed Cypress County Proposal Form including the Compensation Schedule, noting the maximum upset fee quoted in Canadian funds excluding GST.
- A rate schedule with hourly rates for reimbursable work by discipline/category. When preparing the hourly rates, the proposal must take into consideration rates up to December 31, 2025. The County will not consider any rate increases prior to this date. **Proponents are to confirm that pricing will be firm to the stated date (December 31, 2025).** Adjustments for rates for work beyond this date may be negotiated between the County and the successful consultant if the project schedule goes beyond the scheduled timeline.
- A separate table for each phase of the project showing an estimate of person-hours and the hourly charge-out rate schedules for each team member as well as identify and estimate material, sub-consultants, allowable expenses, administrative, and clerical support, and other out-of-pocket expenses that will be invoiced to Cypress County as direct project expenses. Clearly state total hours for each team member for each phase of the project. Summarize the total hours for each project area. Award of engineering services will be for all phases of the project.
- Hours for onsite resident inspector time should be estimated based on the scope of work in Section 22 of this RFP based on a duration estimated by the Consultant at time of bidding for the different phases.
- Disbursements and mark-ups for all sub-consultants.
- The billing method will be monthly.
- Other relevant information the proponent deems necessary to support their proposal.

4. INQUIRIES

All inquiries regarding this RFP are to be directed in writing to:

Cypress County - Utilities Supervisor
Email: Doran.Jensen@cypress.ab.ca

5. VERBAL ANSWERS

Verbal answers provided by any County staff or paid consultants of the County are only binding when confirmed by written addenda.

6. CHANGES IN PROPOSAL

Proposal submissions shall not be withdrawn, modified, or clarified after they have been received by the County, unless such withdrawal, modification, or clarification is received in writing by the County prior to the Closing Time. Envelopes containing changes should clearly reference the RFP, project name, and be identified as an amendment. Proposals bearing changes must be executed by the same party or parties who executed the proposal.

7. INSURANCE

The successful consultant will be required to sign a consulting services contract prior to commencement of the assignment.

This contract stipulates that the consultant must possess or obtain Comprehensive General Liability insurance, in accordance with the Alberta Insurance Act, in an amount of \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof.

As well, the Consultant must also possess Automobile Liability insurance on all vehicles owned, operated, or licensed in the name of the Consultant in an amount not less than \$1,000,000, Professional Liability insurance in an amount of not less than \$5,000,000, and “All Risk” valuable papers insurance. The costs of such insurance shall be included in the Proposal Compensation.

8. ACCEPTANCE AND EVALUATION OF PROPOSAL

Proposals will be evaluated and scored by an evaluation team comprising of the County’s representatives and other consultants as required using the evaluation criteria and weightings specified in the table below. Scores will be assigned based on quality of response to the requirements of this RFP.

The evaluation team may disqualify any proposal that is significantly incomplete or missing important required information, as determined at the sole discretion of the evaluation team.

Proponents are deemed to understand and agree that the proposal they submit will be used by the evaluation team in determining, according to their sole and best judgment and discretion, the proponent who is best qualified to provide the required services and whose proposal offers the best value to the County.

Criteria	Weight
LEVEL OF UNDERSTANDING OF THE PROJECT	15
METHODOLOGY	15
QUALIFICATIONS OF TEAM & EXPERIENCE WITH MUNICIPAL WATER AND SEWAGE SYSTEMS AND HAMLET ROADWAYS IN CYPRESS COUNTY AND WORKING WITH CYPRESS COUNTY	30
PAST PERFORMANCE	10
COMPLETENESS OF PROPOSAL	5
TIME REQUIRED FOR THE PROJECT	5
TOTAL COST OF THE PROJECT	20

Respondents should respond to the non-price factors described below with reference to the applicable section numbers of the RFP.

Non-Price proposal criteria will be evaluated following the guidance listed in the table below:

Score	Interpretation
0	Lack of response or complete misunderstanding of the requirements, no probability of success.
2	Does not meet expectations or demonstrate understanding of the requirements, major weakness or deficiencies, low probability of success.
4	Partially meets expectations, minor weakness or deficiencies, fair probability of success.
6	Fully meets expectations, Proponent has good understanding of requirement, no weakness or deficiencies, good probability of success.
8	Somewhat exceeds expectations, high probability of success.
10	Fully exceeds expectations, Proponent clearly understands the requirement, excellent probability of success.

The total score for the proposal will be determined and form the basis for ranking proposal. Should the County decide to proceed with the work, the contract will be awarded to the proponent with the highest total score.

The evaluation team may, at its discretion, request clarification or additional information it may require with respect to any proposal to complete evaluation.

Proponents are notified that the lowest cost proposal or any proposal need not be accepted by the County and the County reserves the right to reject any proposal at any time without further explanation or to accept any proposal considered advantageous to the County. The County may elect at its sole discretion to accept or reject any proposal or part thereof and to waive any defect, irregularity, mistake, or non-compliance in any proposal and to accept or reject any proposal or alternative proposal, in whole or in part, which it deems to be most advantageous to its interests. The County reserves the right to reject all proposals without explanation. The County is not obligated to accept proposals that are unsigned, incomplete, conditional, illegal, unbalanced, obscure, or those that contain irregularities.

Award will be made on the proposal that will give the greatest value based upon the above-noted criteria. The details of the evaluation will remain confidential.

No implied obligation of any kind or on behalf of the County shall arise from anything in the RFP documents.

9. NEGOTIATIONS

The County may, prior to and after contract award, negotiate changes to the scope of work, the type of materials, the specifications or any conditions with one or more of the proponents without having any duty or obligation to advise any other proponent or to allow them to vary their proposal compensation as a result of such changes and the County shall have no liability to any other proponent as a result of such negotiations or modifications.

10. DURATION OF OFFER

Proposals shall remain open for acceptance and shall be irrevocable for a period of 60 days after the closing date, irrespective of whether the County has accepted any proposal.

Submission of a proposal by the proponent creates an irrevocable right for the County to require the proponent, by written notification within 60 calendar days of the closing time (unless the time is extended by agreement between the County and the proponent), to execute the contract agreement.

11. REQUIRED REVIEW

The proponent shall carefully examine the RFP documents. Any errors, omissions, discrepancies, or matters requiring clarification shall be reported in writing to the County at least five (5) working days prior to the closing time. The County shall, if necessary, send written instructions or explanations to all proponents.

If a proponent fails to report any such errors, omissions, discrepancies, or matters requiring clarification within the period stipulated, the County shall be the sole judge as to the intent of the RFP documents.

During the RFP period, proponents may be advised by addenda of any alterations to the RFP documents. All such alterations shall become part of the RFP and their effects shall be reflected in the proposal compensation.

12. DUTIES AND TAXES

The proponent shall include in the proposal compensation all duties and taxes, other than the goods and services tax, including customs duties, excise duties, brokerage charges and all other taxes and charges applicable with respect to the RFP, unless otherwise specifically stipulated.

The proponent will recover the goods and services tax from the County as set out in the contract agreement terms of payment.

13. SUB-CONSULTANTS

Proponents shall not change sub-consultants, as identified in their proposal, after the closing time unless they first obtain the County's written permission.

In evaluating proposals prior to the award of the contract, the County may take into consideration the past performance of a sub-consultant on County projects.

14. REGISTRATION

Prior to commencing the work, the successful proponent shall obtain all authorizations required by the law enabling it to carry on business and to complete the work required under the contract agreement. Any failure to carry out these obligations shall entitle the County to terminate without compensation the proponent's right to perform the contract agreement.

15. PROPOSAL EXECUTION

Proposal shall be properly executed and in compliance with the following requirements:

- 1) The signatures of persons executing the proposal must be in their respective handwriting.

- 2) If the proponent is a corporation, the proposal should be fully executed by an individual with duly authorized signing authority of the corporation.
- 3) If the proponent is an individual or a partnership, the proposal should be fully executed by the individual or a partner in the presence of a witness and the signatory must show the capacity in which the document is executed (i.e., “Partner” or “Proprietor”).
- 4) If the proponent is a joint venture, each party to the joint venture should execute the proposal in the manner appropriate to such party.

16. AWARD

Award of any proposal will be in the form of written notice of award, duly authorized from Cypress County. No other communication from the County or a representative of the County shall constitute an award.

The successful proponent(s) will be required to enter a consulting services contract with the County.

17. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

All documents submitted to the County will be subject to the protection and disclosure provisions of Alberta’s Freedom of Information and Protection of Privacy Act (“FOIP”). FOIP allows persons a right of access to records in the County’s custody or control. It also prohibits the County from disclosing the proponent’s personal or business information where disclosure would be harmful to the proposer’s business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Proposers are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the County cannot assure proposers that any portion of the proponent’s documents can be kept confidential under FOIP. Evaluations will be confidential.

18. WORKER’S COMPENSATION

Proponents must, if called upon to do so, provide verification from the Worker’s Compensation Board that their accounts are in good standing.

19. SCOPE OF WORK

19.1. PHASE 1 – DESIGN PHASE SERVICES

- Startup Meeting with Cypress County (in person).
- 30%, 60%, 90% Design Review Submissions.
- Design review meetings at each submission in person with Cypress County.
- Prepare and distribute agenda and minutes for all project meetings.
- Preliminary design report submission.
- Stakeholder engagement.
- Final design review meeting prior to proceeding to tender.

At minimum, the design of the Irvine water and sewer line replacement and road work is anticipated to require:

- Confirmation and design of the tie-in location.
- Topographic site survey as required for design.
- Geotechnical Investigation.

- Population and water use projections to determine design flows for Hamlet of Irvine water and sewer infrastructure.
- Conduct hydraulic analysis to confirm line size, design the system, and prepare construction specifications applicable to Cypress County guidelines and specifications.
- Road replacement, complete with concrete works 680m Pacific Avenue, 305m Elgin Street, 310m Francis Street
- All new service curb stops, water main valves, hydrants, and water main lines for 680m Pacific Avenue, 215m Elgin Street, and 310m Francis Street.
- All new service connections, sewer manholes, sewer main line for 680m Pacific Avenue, 215m Elgin Street, 310m Francis Street.
- Review appropriate pipeline install methods.
- Cost estimates at each project milestone.
- Environmental and Regulatory Services.
- Assume no Conservation and Reclamation Certificates are required for this project. However, the consultant is to confirm this assumption.
- Crossing and proximity agreements.
- EPEA Notifications and any other required regulatory submissions.
- Determine design flows (average day, max day demand, peak hour demand, fire flows).
- Municipal Development Permit submission.
- Backup power system.
- Water quality monitoring system.
- Changeover plans to ensure seamless transition from old to new installations.
- Water and sewer temporary servicing plans.

Any other tasks the proponent deems necessary to complete the project.

19.2. PHASE 2 – TENDER PHASE SERVICES

This process and strategy will be reviewed with the successful consultant for the best procurement options most advantageous to the County.

This phase shall include the following tasks as a minimum:

- 1) Create RFQ documents. Manage and post the RFQ on Alberta Purchasing Connection and or other bidding sites approved by the County. Review submissions and provide two members for the review team.
- 2) Issue notifications to contractors.
- 3) Provide complete specifications and tender documents.
- 4) Issue tender documents to successful pre-qualified bidders.
- 5) Prepare agenda, coordinate, chair, and record and circulate minutes of pre-tender meeting.
- 6) Respond to tender queries, prepare, and issue addenda, manage the tender opening, and provide the County with a tender recommendation for awarding the contract.

19.3. PHASE 3 – CONSTRUCTION PHASE SERVICES

Further description of tasks identified below:

- Construction layout, grade checking, and as-built survey of all infrastructure.
- Provide resident engineering services during construction. Resident engineering services is assumed to be onsite full time during the project.
- Submit completed record drawings to the County (hard and digital copies).

- Bi-weekly reporting to be submitted to the County on Mondays before noon. Details to be reviewed in the preconstruction meeting.
- Perform and coordinate quality assurance testing during construction.
- Complete a final details report on the bid items, and summary report of the project.

20. DESIGN DELIVERABLES

Design update meetings complete with drawings submissions for each meeting, meeting agenda, and meeting minutes. Meetings at minimum: start-up, preliminary design 30%, preliminary design 60%, detailed design 90%, detailed design 100%. The detailed design 90% meeting will require specifications for review in addition to drawings.

Prepare a Preliminary Design Report outlining project goals, Preliminary Design (design flow, pressure, sizing, pipeline materials, alignment, materials, etc.), issues to be addressed during design stage, such as land acquisition, environmental concerns, regulatory approvals, costs, etc.

Upon County approval of the Preliminary Design, complete the detailed design of sanitary sewer, water distribution, and road works. Provide drawing submissions at each design update meeting.

Regulatory approvals, development permits, crossing agreements as required.

As-built drawing within 1 month of the CCC.

21. TENDER DELIVERABLES

The deliverables for this phase are accepted RFQ documents, letter to each RFQ respondent, tender packages, and, upon completion of each tender process, a letter of recommendation to award.

22. CONTRACT ADMINISTRATION AND RESIDENT ENGINEERING

This phase shall include the following tasks as a minimum:

- 1) Provide project management and resident engineering services on behalf of the County to monitor and supervise the construction contractor for all phases of work.
- 2) Provide and coordinate quality assurance material testing as the project requires including materials testing for compaction, granular materials, asphalt, concrete.
- 3) Ensure that all work is constructed and commissioned in accordance with the approved design and contract documents.
- 4) Provide complete authenticated (stamped and signed by a professional engineer) record drawings at project end and provide three complete sets of reproducible copies of these drawings to the County. All drawings to be prepared by autocad and the drawings will be submitted on flash drives and must be compatible with autocad and PDF files must also be provided. The Consultant shall submit record drawings to the County no later than 3 months after the project's substantial completion date.
- 5) Substantial Performance, Total Performance, and Warranty Performance inspections.
- 6) During construction of the sanitary sewer and water lines, provide a full-time on-site Resident Inspector. The services of the Resident Inspector shall include the following as a minimum:
 - Advise the Contractor on the Engineer's interpretation of the drawings and specifications, and issue supplementary details, instructions and drawings during the construction period as required.
 - Review for the County's approval, the construction schedule proposed by the Contractor and comment on the procedures, methods, and sequence of work.

- Ensure at each site meeting, that the Contractor provides a rolling schedule of the construction work proposed for the period between each site meeting. The Contractor will update the rolling schedule as required.
- Co-ordinate, chair, and record and distribute minutes of all pre-construction and construction progress meetings. Assume bi-weekly construction progress meetings for each contract.
- Review and advise on alternative methods, equipment, and material proposed by the Contractor.
- Review charges for additions or deletions, and issue change orders as required for County approval.
- Review progress payment requests, and issue certificates for County approval.
- Supervise testing and inspection of materials and work, by authorized inspection and testing company, where the construction contract calls for such testing or where requested by the County.
- Provide digital photos of progress of construction through each stage.
- Communicate regularly with the County to coordinate project progression.
- Provide survey layout including horizontal and vertical control points for use by the Contractor.
- Report to the County and make recommendations if it is determined that the contractor is not carrying out the work in accordance with the contract.
- Coordinate with various stakeholders to ensure the Contractor is meeting requirements (such as for utility, rail, or highway crossing agreements and environmental regulations).
- Provide GPS as-built survey points for all buried infrastructure including points of intersection and deflection, fittings, couplers, service locations, etc.
- Obtain and record all field information for inclusion with record drawings.
- Maintain sufficient data to determine progress of work.
- Ensure that the Contractors follow all applicable Occupational Health and Safety Regulations, AEP, and other regulatory approval conditions.
- Review all Contractor documentation that is required by the Contract and ensure that they are submitted in a timely manner.
- Ensure that all inquiries received from the Contractor are responded to promptly.
- Ensure public and stakeholder concerns are addressed in a timely manner.
- Ensure Contractor commissioning plan is being adhered to.

23. AVAILABLE INFORMATION

The following information will be made available after contract award to assist the consultant to carry out this project:

- 1) Most recent aerial orthophoto.
- 2) Water use and sewer records for the Hamlet of Irvine.
- 3) GIS data of existing sanitary sewer and water distribution system in the Hamlet of Irvine.

Copies of the County's latest/updated versions of the Engineering Guidelines and other relevant information are available on-line from the County's website at: <http://www.cypress.ab.ca/>

24. FIELD VISITS AND INSPECTION

The cost of conducting field work for such aspects of the assignment as field reconnaissance, meeting stakeholder representatives, digital photographic record, sub-consultant co-ordination, travel costs, living costs, and other such overheads will be deemed to be included in the fees quoted for the applicable portions of the assignment. No claims for extra payment for such field work will be accepted.

25. FEES AND BILLING

The scope of work identified in this RFP represents the planned intention of Cypress County at the time of preparation of this RFP. The County reserves the right to change the scope of work including additions and/or deletions. Any additions to the scope of work will be negotiated in good faith with the consultant. Any deletions in the scope of work do not oblige the County to pay for those portions of services not rendered or required.

The County will pay for services monthly, based on work completed to date. Payment will be made upon receipt of invoice, after the County has issued a written acceptance for each deliverable.

Extra work is defined as a substantive change to the Scope of Work of this project and requires **written** authorization issued by the County, authorization which must stipulate the tasks not within the scope and initiate a change order.

Payment for Extra Work will only be made on the basis of an approved Change Order. Change Orders will be initiated and approved in accordance with the County's standard Change Order procedures, forms, and approval requirements. Payment for change order items will be based on the pre-approved lump sum amounts of per diem rates for manpower and pre-approved mark-up rates for disbursements.

The listing of Tasks and Scope of Work herein is an outline of the work and not intended to be a detailed, exhaustive listing of all work incidental to the completion of this assignment.

The Consultant is expected to have familiarity and expertise with all work incidental to the completion of each task, deliverable, and the complete project. The Consultant will also be deemed to have made adequate research and inquiries, with the County and elsewhere, prior to the submission of a proposal and have included the cost of performance of such familiarity, expertise, research, and inquiries in their proposal. Payment for claims of extra work will not be approved or made if the tasks in question are or have been deemed by the County to be incidental to the performance of this assignment. The Consultant shall include sub-consultant charges within their monthly consulting invoices.

26. OBLIGATIONS

All design information, report information and details provided by the successful consultant in fulfilling the terms of the engineering services contract shall become the property of Cypress County and may be reused by the County in whole or in part without further permission or fee. The consultant may not release any data or information obtained from this consultant contract to any other party or agency without the written consent of the County. All information associated with this project is subject to the Freedom of Information Privacy and Protection Act. The successful consultant shall be required to enter a contract with the County.

27. PROJECT SCHEDULE

For the Project to be implemented in a timely manner, the following milestone dates shall be met. The Consultant will determine all other Milestone Dates in addition to the Milestone Dates listed below.

Date	Milestone Event
November 2023	Notification of Award to Consultant
November 2023	Project Startup Meeting
By Consultant	60% Design Submission
By Consultant	90% Design Submission
By Consultant	100% Design Submission
By Consultant	Invitational Tender Contracts
2025 Construction Season	Construction Completion

The meetings listed above will be held at the County office in Dunmore, Alberta. All administrative costs for the meetings shall be borne by the Consultant.

In addition to all other terms and conditions of the contract, failure of the consultant to meet any of the milestones without the approval of the County may result in the termination of the contract.

28. PROVISIONAL COST SUM ITEMS

It is recognized that estimating some costs may be difficult during proposal preparation. To ensure fee preparation among all proponents is based on the same understanding of work with a level base, the assumptions, and Provision Cost (PC) Sums listed below shall be used in all Proposals:

1	Geotechnical Investigation	\$15,000
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The County will pay the actual costs incurred for these items during project implementation. Payment for items related to PC sums will occur only upon approval of the County.

29. PROPOSAL FORM

Proponent Name: _____

Proponent Address (print): _____

City: _____ Postal Code: _____

Telephone: _____ Fax: _____

Email: _____

To: Cypress County
Attention: Director of Public Works
816 - 2nd Avenue
Dunmore, AB T1B 0K3

1. Proponent's Offer

The proponent offers to provide the services stated in the RFP, as per pricing stated in the Compensation Schedule below.

2. Proponent's Declaration

- A) The proponent declares that it has read and understood and agrees to be bound by the RFP documents.
- B) The proponent declares that it has fulfilled and complied with all those obligations and requirements under the RFP Documents which are required to be fulfilled by the Proposal Closing.
- C) The proponent confirms, represents, and warrants that all information which has been provided or will be provided to Cypress County is true and accurate in every respect.
- D) The proponent declares that this Proposal is made without:
 - i) knowledge of other proposal including pricings to be submitted for this RFP by any other company, firm or person;
 - ii) connection or arrangement with any company, firm or person submitting a proposal for this RFP;
 - iii) any undisclosed connection or arrangement with any company, firm or person having an interest in this RFP; and
 - iv) existing or potential conflicts of interest and has not included any company, firm, and persons who through its, his or her employment or association (past or present) has had involvement with the RFP or in any way likely to create a conflict of interest or a perception of a conflict of interest.
- E) The undersigned, having duly authorized signing authority for the proponent, declares the proponent is competent to undertake and complete the Work/Service and agrees to carry out the Work/Service in accordance with the RFP Documents.

- F) The undersigned will, within seven (7) days of receipt of a Notice of Award, duly execute and return to Cypress County the Contract Agreement and provide the required insurance certificate and other contract security, if applicable. The County reserves the right to rescind the Notice of Award if these conditions are not met.

The modifications noted therein have been considered and the effects are included in the Proposal pricing.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

This Proposal is hereby fully executed this _____ Day of _____ 2023.

FOR CORPORATION:

Signature of Authorized Officer:

Authorized Officer's Name and Title:

(Print name of Authorized Officer)

(Print title of Authorized Officer)

FOR INDIVIDUAL OR PARTNERSHIP:

(Proponent- print name and status (i.e., partner or proprietor)

(Signature of proponent)

(Proponent- print name and status (i.e., partner or proprietor)

(Signature of proponent)

In the presence of:

(Witness - print name)

(Signature of witness)

(Witness - print title)

(Print address of witness)

Note: If the Proposal is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

30. COMPENSATION SCHEDULE

All prices are quoted in Canadian Funds, and shall include all applicable permits, inspection fees, supervision, labour, equipment, materials, transportation, and any other costs required to perform the work.

	Description	Professional	Disbursements	PC Sums	Total
1	Design Phase Services – Water & Sewer Lines and Road Works			N/A	
2	Tender Phase Services – Contract & Specification Package			N/A	
3	Construction Phase Services – Contract Administration & Resident Engineering and Misc. Services			N/A	
4	PC Sum – Geotechnical Investigation (all sites)	N/A	N/A	\$15,000	\$15,000
	MAXIMUM UPSET FEE (excluding GST)				

*NOTE: Fees for contract administration and resident inspector services are to be adjusted based on the contractor's day bid/construction schedule up or down.

SITE DRAWING

EXISTING SANITARY SEWER SYSTEM



EXISTING WATER DISTRIBUTION SYSTEM



2021 AIR PHOTO

