

Cypress County

REQUEST FOR PROPOSAL

CONSULTING ENGINEERING SERVICES

Cavan Lake Revitalization Feasibility Study



*Date of Issue: **September 26, 2022***

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2 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 complete a feasibility study to construct a new raw water supply line from the Bullshead Reservoir to the Cavan Lake Reservoir.

2.1 SUBMISSION OF PROPOSAL

Submit proposal marked ***“Request for Proposal – Cavan Lake Revitalization Feasibility Study”*** and addressed and delivered to:

Cypress County
Attention: Ken Jacobs, PL Eng.
816 – 2nd Avenue
Dunmore AB T1B 0K3

Prior to 2:00 pm. local time on **Thursday, October 27, 2022**, 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.

2.2 PROPOSAL SUBMISSION CONTENT AND FORMAT

The proponent is to submit one (1) unbound original, and (1) electronic copy on USB flash drive of the proposal clearly identified with ***“Request for Proposal – Cavan Lake Revitalization Feasibility Study”*** 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:
 - The proponent must be registered with the Association of Professional Engineers and Geoscientists of Alberta (APEGA) and licensed to practice engineering in Alberta.
 - The proponent has 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.
- 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 deletion 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 master plans, municipal water supply. 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. 20 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

9) 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, 2023. 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, 2023)**. 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
- Disbursements for all sub-consultants
- The billing method
- Other relevant information the proponent deems necessary to support their proposal

2.3 INQUIRIES

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

Ken Jacobs
Public Works Operations Supervisor
Email: Ken.Jacobs@cypress.ab.ca

2.4 VERBAL ANSWERS

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

2.5 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.

2.6 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.

2.7 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	20
QUALIFICATIONS OF TEAM	10
PAST PERFORMANCE	10
COMPLETENESS OF PROPOSAL	10
TIME REQUIRED FOR THE PROJECT	5
TOTAL COST OF THE PROJECT	30

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.

2.8 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.

2.9 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.

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

2.17 WORKERS' COMPENSATION

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

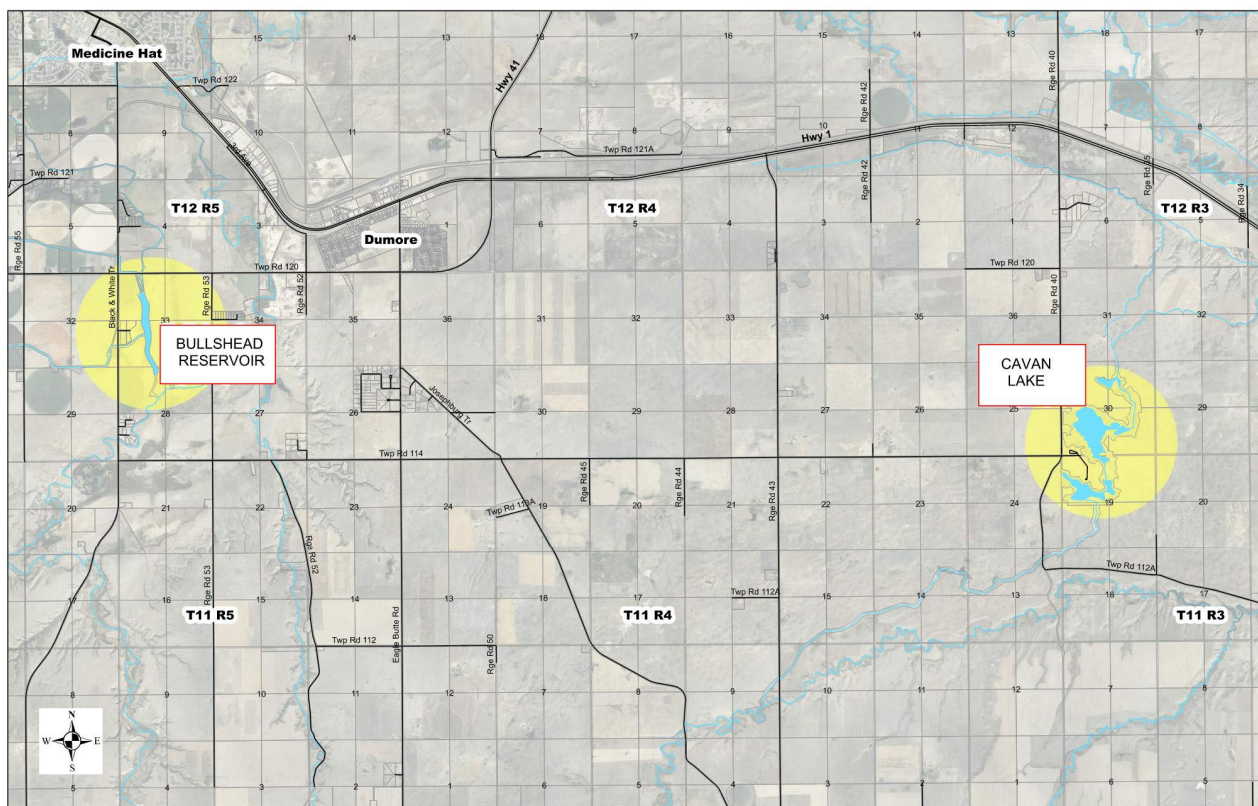
3 TERMS OF REFERENCE

3.1 PURPOSE AND BACKGROUND

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 complete a feasibility study to construct a new raw water supply line from the Bullshead Reservoir to the Cavan Lake Reservoir. The purpose of the new waterline would be to help maintain the operating level of the reservoir for serving the agriculture industry and improve the wildlife and recreation aspects of the reservoir.

3.2 SUBJECT SITE

The subject area is between the Bullshead Reservoir and Cavan Lake Reservoir.



CAVAN LAKE HISTORY & BACKGROUND

Cavan Lake Reservoir is located 25 km southeast of Medicine Hat. Constructed by the Prairie Farm Rehabilitation Administration in 1948-50. The reservoir was created by joining three existing sloughs, then constructing shoreline dykes and a dam at the downstream end to impound water.

The Cavan Lake Reservoir Headworks System consists of a diversion weir and headgate on Gros Ventre Creek, a 6.5 km long diversion canal, five earth fill dykes and the Cavan Dam, which includes the outlet control structure. Operation and the maintenance of the Cavan Lake Reservoir Headworks System was transferred to Environment and Parks (Alberta Environment at the time) in 1992.

Water diverted from Gros Ventre Creek is stored in the Reservoir under the authority of a Water Act License, which has been issued to the Ross Creek Irrigation District (RCID) for the purpose of irrigating approximately 1200 acres of crop land in the Ross Creek basin between Hwy 41S and Hwy 41N. Water levels rely on inflows from Gros Ventre Creek and local surface runoff. This means water levels in the reservoir can fluctuate dramatically through the operating season. A significant contributor to water level reduction during summer is evaporation and reservoir bed seepage. In 2005-06 the RCID invested in a closed pipeline water delivery system which was connected to the dam's outlet control structure. This pipeline replaced their original open ditch and dyke delivery system. This modernization and improvement to the district has resulted in many positive benefits to Cavan Lake Reservoir, such as:

- Water conservation through minimized canal bed losses and the elimination of coulee erosion
- Reservoir water level stabilization by reducing water use with a closed pipe delivery system, pivots, and wheel moves in lieu of flood irrigation
- Improved recreational and fishing opportunities through water conservation and water level stabilization

A buffer zone is in place around Cavan Lake Reservoir and headworks structures, which is known as the Provincial Land Corridor. This corridor is Crown land and is accessible to the public by foot only. The corridor accommodates the department's operation and maintenance activities, as well as fluctuating water levels, occasional flooding, bank erosion, and environmental mitigation activities.

BULLSHEAD DAM AND RESERVOIR HISTORY & BACKGROUND

Bullshead Dam and Reservoir are located at the downstream end of the SMRID main canal, 5 km south of Medicine Hat in the West ½ 33-11-5 W4M.

The dam was constructed in 1953 to provide a balancing pond for supply of Lateral M canal and to regulate spill from the St. Mary system to Bullshead Creek.

Major renovations were performed to SMRID's main canal and in 2001 the work included re-construction of the inlet and outlet structure to Bullshead reservoir. As well, Lateral M canal was converted to pipeline, which is now serviced upstream of the reservoir.

The reservoir has a length of 1,240 metres and a surface area of 0.82 km². It contains only a small amount of live storage (approximately 117,000 m³ at design full supply level.)

3.3 PROJECT DELIVERABLES

- Draft report for County review
- In person power point presentation to Cypress County Council including power point copy in PDF format. All digital files including Word file (*.doc) of report, Excel files (*.xls) as required

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

- 1) Most recent aerial orthophoto, as available
- 2) Cypress County's Water and Wastewater Masterplan
- 3) Past census population data for all hamlets
- 4) Dunmore Master Stormwater Management Plan
- 5) Land Use Bylaw 2022/09
- 6) Municipal Development Plan
- 7) Tri-Area Intermunicipal Development Plan

3.4 SCOPE OF WORK

- Consultation and engagement with stakeholders including Alberta Environment and Parks (AEP), St. Mary's Irrigation District (SMRID), the Ross Creek Irrigation District (RCID), along with future possible customers in the service area.
- Consultant to work closely with the Ross Creek Irrigation District during the process as a lead stakeholder.
- Explore possible partnerships with Stakeholders such as SMRID
- Investigate the transfer of water in line with Alberta Environment requirements
- Explore possible alternative options for supply of water other than Bullshead Reservoir
- Determine future operating, capital costs and model for sustainability
- Determine the existing water licenses currently in place and future requirements for expansion
- Evaluate the need for year-round use vs seasonal use system
- Investigate the current system efficiency of the Cavan Lake Reservoir and identify improvements that should form part of the project
- Determine the new water line route including rights-of-way required
- Prepare a preliminary engineering design for the selected route, including design for connections, intake pumps and outfall structures
- Prepare an overall project cost estimate
- Outline the process and approximate timelines for all environment approvals including upstream and downstream of Cavan Lake Reservoir that may be required as part of the project
- Identify available grant funding, other than Municipal Sustainability Initiative (MSI)

3.5 PROJECT SCHEDULE

For the Project to be implemented in a timely manner, the following milestone dates shall be met. In addition to all other terms and conditions of the contract, failure of the consultant to meet any of the following milestones without the approval of the County may result in the termination of the contract.

Thursday, October 27, 2022		Close request for proposals
Tuesday, November 22, 2022		Award to successful candidate
Wednesday, January 11, 2023		Kick off meeting
Wednesday, January 18, 2023		Virtual meeting with administration for preliminary discussion
Tuesday, May 16, 2023		Reading to present draft study to Council
Tuesday, June 6, 2023		Council approves feasibility study

3.6 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.

3.7 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.

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.

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.

3.8 OBLIGATIONS

All 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.

3.9 PROPOSAL FORM

Proponent Name: _____

Proponent Address (print): _____

City: _____ Postal Code: _____

Telephone: _____ Fax: _____

Email: _____

To: Cypress County
Attention: Ken Jacobs, PL Eng.
816 2nd Avenue
Dunmore, AB T1B 0K3
ken.jacobs@cypress.ab.ca

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;
- 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 _____, 20 _____

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.*

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	Total
MAXIMUM UPSET FEE (excluding GST)			\$