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1.0 PROJECT OVERVIEW (SCOPE OF THE PROPOSAL)

The District of Summerland is seeking proposals from qualified individuals or firms to complete a Management Plan for Powell Beach Park.

The District of Summerland is a municipality of 11,615 residents located in the Okanagan Valley in southern British Columbia. With an unparalleled blend of rural, agricultural and urban living, the District will be looking for a team of professionals who understand and appreciate the District's distinct nature.

Powell Beach Park is located in the Trout Creek area of Summerland on Powell Beach Road. It has a sandy beach, washroom facilities, shade trees, picnic tables, grass areas, playground, parking, and a paved pathway. The west side of the Park (not part of this scope of work) has grassy areas, shade trees, two tennis courts and a softball field.

Powell Beach is a park with both recreation values/uses and significant environmentally valuable resources including mature Cottonwood trees, residual (but impacted) red listed ecosystem areas (black cottonwood - Douglas-fir/common snowberry - red-osier dogwood), and highly altered floodplain/ephemeral wetland area.

The District's expected outcome is the completion of a Management Plan for Powell Beach Park which will provide staff direction on appropriately managing the Park and its habitat as well as guidance on flood restoration work including pathways and parking upgrades.

2.0 DEFINITIONS

- a. **"Best Value"** mean the highest total ranked score of evaluation criteria and closest alignment with project goals as determined by the District.
- b. **"Closing Date and Time"** means Tuesday, April 10, 2018 at 2:00 p.m. (PT).
- c. **"CAO"** mean the Chief Administrative Officer of the District of Summerland.
- d. **"Contract"** means a written agreement between the District of Summerland and the Successful Proponent resulting from this RFP.
- e. **"Contractor"** means the Successful Proponent who is a party to the Contract.
- f. **"District"** means the District of Summerland.
- g. **"must", "mandatory", or "required"** means a requirement that must be met in order for a Proposal to receive consideration.
- h. **"Plan"** means the District of Summerland Powell Beach Park Management Plan
- i. **"Project"** means the District of Summerland Powell Beach Park Management Plan
- j. **"Project Manager"** means the Recreation Manager or designate.
- k. **"Project Office"** means the
Municipal Hall
PO Box 159, 13211 Henry Avenue
Summerland, BC V0H 1Z0

- l. **“Proponent”** means a party submitting a Proposal to this RFP.
- m. **“Proposal”** shall mean the Proponent’s submission to the RFP.
- n. **“Proposal Review Committee”** means the team of qualified staff appointed by the CAO to review and assess Proposals.
- o. **“RFP”** means this Request for Proposal.
- p. **“Request for Proposal”** includes the documents listed in the index of the Request for Proposal and any modifications thereof or additions thereto incorporated by addenda before the close of the RFP.
- q. **“should”** or **“desirable”** means a requirement having a significant degree of importance to the objectives of the Request for Proposals.
- r. **“Successful Proponent”** means the Proponent submitting the most advantageous RFP as determined by the District of Summerland.
- s. **“Work”** or **“Services”** means the task and deliverables the Successful Proponent agrees to provide in the Contract.

3.0 CONTENT OF PROPOSAL

Two (2) complete original printed copies and one (1) complete electronic copy in PDF format must be submitted. The following documents must be included in the submission:

a. Proposal Submission Form (signed and dated)

b. Proponent Profile

Proposals should include a description of the firm’s capabilities and background that makes it well suited to this project. The profile will also include:

- the manager who the Proponent has appointed to lead the Proponent’s project team and who will be the sole source of contact for the District;
- the professional designation, responsibilities, qualifications, and relevant experience of each of the Proponent’s project team members;

c. Approach and Methodology

Proposals should include a detailed work plan outlining all relevant tasks and the personnel, estimated hours, hourly rates and total estimated costs for each task as well as:

- detailed breakdown of anticipated disbursements including, but not limited to, vehicle costs, mileage, travel, meals, lodging, and administrative support;
- a detailed outline clearly describing the methodology anticipated to complete this consulting assignment;
- a list of all relevant tasks, meetings, milestones, and deliverables required to complete this consulting assignment.

It is the expectation of the District that proposals will include detailed “Approach and Methodology” which clearly outlines the approach that the Successful Proponent will plan to take to develop the Plan.

d. Fee

Proposals must include fees (as listed in “c”) and a list of and fee for any services included in the Proponent’s proposal that are not required in the Scope of Services;

- GST shall not be included in the Contract Fee. GST will be added to the Contract Fee at the time of payment by the District. All other applicable taxes are to be included in the Contract Fee;
- Proposals should include a budget as well as a rate per hour for additional consulting upon request. Proposals should include a budget that identifies expenses associated with the proposal, including, but not limited to, consulting, reporting, presentations, community and stakeholder consultation, travel and ancillary expenses.

e. References

Proposals must include three (3) references who the proponent has done similar work for.

- f. Value Add:** Proposals may include ideas beyond the scope of the proposal that further assist in achieving the goal of the research. Additional ideas should result in more comprehensive findings, leading to more actionable and effective recommendations. Rates for any value add content which may fall out of proposal scope work should be included.

4.0 INSTRUCTIONS TO PROPONENTS

4.1. APPLICABLE LAWS

The law applicable to this RFP shall be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of BC.

In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications, and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Works, the more restrictive shall apply. All references in the RFP to statutes and regulations thereto and District bylaws shall be deemed to be the most recent amendments thereto or replacements thereof.

4.2. COPYRIGHT

All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the District of Summerland, shall remain the property of the District of Summerland.

4.3. INCONSISTENCY BETWEEN PROVISIONS

In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) addenda; (2) RFP; (3) Special Conditions; (4) Specifications; (5) Drawings; (6) Executed Form of RFP; (7) all other documents.

4.4. HEADINGS

Headings are for convenience only: headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.

4.5. PAYMENT

Method of payment is governed by District policy as well as applicable federal and provincial law.

4.6. ENTIRE AGREEMENT

The RFP, accepted submission, and District Contract represent the entire Agreement between the District and the Successful Proponent and supersede all prior negotiations, representations or agreements either written or oral. The Contract may be amended only by written instrument agreed and executed by the Successful Proponent and the District.

5.0 REQUEST FOR RFP PROCESS

5.1 NOT A TENDER CALL

This RFP is not a tender call, and the submission of any response to the RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the District.

5.2 NO OBLIGATION TO PROCEED

Though the District fully intends at this time to proceed through the RFP, the District is under no obligation to proceed to the purchase, or any other stage. The receipt by the District of any information (including any submissions, ideas, plans, drawing, models or other materials communicated or exhibited by any intended Proponent or on its behalf), shall not impose any obligations on the District. There is no guarantee by the District, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the District.

5.3 ADDENDA AND SUBSEQUENT INFORMATION

Proponents are advised that all subsequent information regarding this RFP including any addendum will be posted on the District's website. Addenda may be issued up to 48 hours prior to the Closing Date and Closing Time. After this time the RFP will be considered complete and no further addenda will be issued.

5.4 ELIGIBILITY

Proposals will not be evaluated if the Proponent's current or past corporate or other interest may, in the District's opinion, give rise to a conflict of interest in connection with the RFP.

5.5 CONFLICT OF INTEREST

Any potential or perceived conflict of interest must be disclosed to the District in writing together with the proposal documents. Any conflict of interest identified will be considered and evaluated by the District. The District has the sole discretion to take the steps they deem necessary to resolve the conflict. If during the term of the Contract, a conflict or risk of conflict of interest arises, the Proponent will notify the District immediately, in writing, of that conflict or risk and take any steps that the District reasonably requires to resolve the conflict.

6.0 PRE-RFP INFORMATION

6.1 COST OF PREPARATION

Any cost incurred by the Proponent in the preparation of this Proposal will be borne solely by the Proponent.

6.2 INTENTION OF THE DISTRICT

The Proponent that submits to the District the most advantageous Proposal and which represents the interests of the District, best overall, may be awarded the contract. The District reserves the right to accept or reject all or part of the RFP, however, the District is not precluded from negotiating with the successful Proponent to modify its Proposal to best suit the needs of the District.

6.3 REJECTION OF PROPOSALS

The District reserves the right to reject, at the District's sole discretion, any or all Proposals, without limiting the foregoing, any Proposal which:

- a. is incomplete, obscure, irregular or unrealistic;
- b. has non-authorized (not initialled) erasures or corrections in the Proposal or any schedule thereto;
- c. omits or fails to include any one or more items in the Proposal for which a price is required by the RFP;
- d. fails to complete the information required by the RFP to be furnished with a Proposal; and /or
- e. fails to complete the information required whether the same purports to be completed or not.

Further, a Proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and compliance with Federal, Provincial, and/or Municipal legislation. As it is the purpose of the District to obtain a Proposal most suitable to its interests and what it wishes to accomplish, the District has the right to waive any irregularity or insufficiency in

any Proposal submitted and to accept the Proposal which is deemed to provide the best value to the District.

6.4 EVALUATION CRITERIA

Proposals will be checked against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. If all submissions do not meet the District’s mandatory criteria, it shall remain the District’s sole discretion to evaluate submissions and reject all or award to the Proponent with the highest overall ranking.

MANDATORY CRITERIA
<ul style="list-style-type: none"> • Proposals received by closing date and time (two printed copies & one PDF electronic) in a sealed envelope consisting of components outlined in Section 3. • Proposal Submission Form – signed and dated • Proponent Profile, Approach/Methodology, Fee, & References

SCORED EVALUATION CRITERIA
Proposals meeting the mandatory requirements will be further evaluated based on predetermined criteria and weighting as detailed below:
EXPERIENCE/PROJECT TEAM AND REFERENCES – 35%
<ul style="list-style-type: none"> • Experience and education of the Project Team as it relates to the work outlined in the RFP. • Experience (type and number of similar projects) of the firm. • References – comments from clients utilizing the Proponent’s services for similar projects.
APPROACH AND METHODOLOGY – 40%
<ul style="list-style-type: none"> • The approach and philosophy applied to complete the Services as outlined in the RFP. • Demonstrated clear understanding of the scope of work, identification of key issues and initiatives. • Reasonable and appropriate project timelines. • Creative approach to the Powell Beach Park Management Plan.
BUDGET & FEE – 25%
<ul style="list-style-type: none"> • Value for Proposed services, within budget • Explanation/breakdown of proposed budget

Following evaluation, a short list may be developed, and shortlisted proponents may be invited to make a presentation on their Proposal to the District representatives before a final selection is made.

6.5 EVALUATION COMMITTEE

Evaluation of Proposals may be made by an Evaluation Committee formed by the District.

Upon submitting a Proposal, Proponents agree that the District may disclose their company name; however, no prices, scores, weights or totals will be provided to any Proponents.

Awards will be made based on the best value offered, and the best value will be determined by the District. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses, and references shall all be taken into consideration.

6.6 CONFIDENTIALITY OF PROPOSALS

The District will endeavour to keep all Proposals confidential. The material contained in the Proposal from the Successful Proponent will be incorporated in a contract and information which is considered sensitive and/or proprietary shall be identified as such by the Proponent. Technical or commercial information included in the District contract shall not be released if the District deems such releases inappropriate, subject to the Freedom of Information and Protection of Privacy Act.

6.7 CONFIDENTIALITY OF DISTRICT'S INFORMATION

All Proponents and any other persons who, through this RFP process, gains access to the District's confidential financial information, are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans learned through this RFP process. This requirement will continue with respect to such information learned by the Successful Proponent, if any, over the course of any contract for service which arises out this RFP process. Information pertaining to the District obtained by the Proponent as a result of participation in this process is confidential and must not be disclosed without written authorization of the District.

6.8 CLARIFICATION

The District reserves the right to seek Proposal clarification with the Proponents to assist in making evaluations.

The District reserves the right to:

- consider and analyze Proposal submissions;
- reject any Proposal it considers not in its best interest;
- to meet with the Proponents, either individually or collectively, to discuss the RFP and their submissions;
- after identifying the preferred Proponent, to negotiate any changes, amendments or modifications with the preferred Proponent, without offering the other Proponents the right to amend their Proposals;
- to cancel the RFP at any time without incurring liability to any Proponent;
- to reject any or all Proposals;
- to accept any Proposal whether complete or not;
- not to accept the Proposal with the lowest fee;
- to alter any aspects of the RFP in its sole discretion.

It is the nature of the RFP process that the RFP and/or the Proposal in response to the RFP will not constitute a binding Contract, but will only form the basis for the Consulting Services Contract, and does not mean that the Proposal is necessarily acceptable in the form submitted.

6.09 ACCEPTANCE OF PROPOSAL

The District shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved Proposal. No act of the District other than written notice signed by the District's Corporate Officer shall constitute an acceptance of a Proposal. Such acceptance shall bind the Successful Proponent to execute in a manner satisfactory to the District.

6.10 NEGOTIATION DELAY

If a written Contract cannot be negotiated within 30 days of notification to the Successful Proponent, the District may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

6.11 INQUIRIES AND CONTACT DURING THE RFP PROCESS

General inquiries related to this RFP are to be directed to:

Lori Mullin, Recreation Manager
District of Summerland
Box 159, 13211 Henry Avenue
Summerland, BC V0H 1Z0
Phone: 250-404-4084
lmullin@summerland.ca
(after April 2, 2018)

Kris Johnson, Director of Works and Utilities
District of Summerland, Works and Utilities
Box 159, 9215 Cedar Avenue
Summerland, BC V0H 1Z0
Phone: 250-404-4096
kjohnson@summerland.ca
(prior to April 2, 2018)

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having any doubts as to the meaning or intent of any provision should immediately notify the above-noted project contact.

If there are any changes, additions, deletions to the Proposal scope, conditions or closing date, an Addendum issued by the District will be posted on the District website (www.summerland.ca). All Addenda are to become part of the Proposal documents. Verbal discussion with District staff shall not become part of the RFP or modify the RFP unless confirmed by written Addendum.

Proponents may also contact staff to request specific information related to this project; the District retains the right to determine whether the information is relevant and suitable for release.

Inquiries and responses will be recorded and may be distributed to all Proponents at the District's option. Questions will not be accepted or answered within 48 hours of the Closing date and time.

6.13 SUBMITTAL DEADLINE AND INSTRUCTIONS

Delivery of Proposals to the District of Summerland municipal hall prior to the specified date and time is solely and strictly the responsibility of the Proponent. The District shall not, under any circumstances, be responsible for delays caused by any delivery service, or for delays caused by any other occurrence. All Proposals must be manually and duly signed by an authorized corporate officer or principal(s) of the organization with the authority to bind said Proponent.

Proposals must be received by 2:00 p.m. (local Summerland time) on Tuesday, April 10, 2018 at:
Municipal Hall
District of Summerland
PO Box 159, 13211 Henry Avenue
Summerland, BC V0H 1Z0

Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the RFP program title.

6.14 AMENDMENTS TO PROPOSALS

A Proponent may amend or revoke a Proposal by giving written notice to the District, delivered by hand, mail, fax, or e-mail to the Project Office. An amendment that is received after the Closing Date and Closing Time will not be considered and shall not affect a Proposal, as submitted. An amendment or revocation must be signed by an authorized signatory of the Proponent.

The District reserves the right to disqualify a Proponent if, in the opinion of the CAO, an amendment expressly, or by inference, discloses the Proponent's fees or other material element of the Proposal such that the confidentiality of the Proposal may have been breached.

If a Proposal amendment or revocation is sent by fax or email, the Proponent assumes the entire risk that the District will properly receive the fax or email before the Closing Date and Time. The District shall not be liable to any Proponent for any reason a fax or email is not properly received.

7.0 PROPOSAL PREPARATION

7.1 CHANGES TO PROPOSAL WORDING

The Proponent will not change the wording of its Proposal after the submission deadline and no words or comments will be added to the Proposal unless requested by the District for purposes of clarification.

7.2 IRREVOCABILITY OF PROPOSALS

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time. Upon closing time, all Proposals become irrevocable. By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into the District's Consulting Services Contract.

7.3 PROPONENT'S EXPENSE

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the District, if any. If the District elects to reject all Proposals, the District will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

7.4 LIMITATION OF DAMAGES

The Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, relating to the RFP or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal. The Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

7.5 FIRM PRICING

Proposals must be firm for at least 60 days after the RFP Closing Date. Prices will be firm for the entire **contract period**.

7.6 CURRENCY AND TAXES

Prices quoted are to be in Canadian dollars and excluding GST.

Proponents acknowledge that, if it is a non-resident company, payments to the Proponent, as a non-resident, may be subject to withholding taxes under the Income Tax Act (Canada). Further, unless the Proponent, as a non-resident, provides the District with an official letter from Canadian Customs and Revenue Agency waiving the withholding requirements, the District will withhold the taxes it determines are required under the Income Tax Act (Canada).

8.0 ADDITIONAL TERMS

8.1 SUB-CONTRACTING

- a. Using a Subcontractor (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by two (2) Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the two (2) product or service lines and this must be defined in the Proposal.
- b. A Subcontractor individual or firm, whose current or past corporate or other interests may, in the District's opinion, give rise to a conflict of interest in connection with this project will be subject to the terms set out in Section 5.5 of this RFP. This includes, but is not limited to, any firm or individual involved in the preparation of this Proposal.
- c. Any Sub-contracting of the service to any firm or individual after the award of a Contract must have prior written approval by the District.

8.2 LIABILITY FOR ERRORS

While the District has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

8.3 AGREEMENT WITH TERMS

By submitting a Proposal, the Proponent agrees to all the terms and conditions of this RFP. Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the Proposal.

8.4 USE OF REQUEST FOR PROPOSALS

This document, or any portion thereof, may not be used for any purpose other than the submission of Proposals.

8.5 DISTRICT REPRESENTATIVE

A District representative will be assigned by the District to oversee the compliance of the Proposal awarded to the Contractor. In addition, the Contractor will be expected to name a counterpart Project Manager.

8.6 PAYMENT HOLDBACK

The Contract may contain a provision whereby the District will hold back a portion of the total Contract price until the requirements of the RFP have been met.

8.7 SOFTWARE

It is the Contractor's responsibility to ensure that the District has all licenses required to use any software that may be supplied by the Contractor pursuant to the Contract.

8.8 ARBITRATION

All disputes arising out of or in connection with the Contract must, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the Commercial Arbitration Act.

9.0 CONDITIONS

- a. A qualified Proposal is one which meets the needs and specifications of the District in accordance with the terms and conditions contained in the RFP. The preferred Proposal is a qualified Proposal offering the Best Value, as determined by the District.
- b. The District will decide whether a Proposal is qualified by evaluating all of the Proposals based on the needs of the District, specifications, terms and conditions and price. The District Evaluation Committee will examine all Proposals and recommend which Proposal is in the District's best interest.
- c. A Proposal which is unqualified is one that exceeds the cost expectations of the District and/or does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of the District. The District reserves the right to reject any or all unqualified Proposals.
- d. The District reserves the right to cancel this RFP at any time.
- e. The District recognizes that best value is the essential part of purchasing a product and/or service and therefore the District may prefer a Proposal with a higher price, if it offers greater value and better serves the District's interests, as determined by the District, over a Proposal with a low price. The District's decision shall be final.
- f. The District reserves the right to negotiate with a preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the District.
- g. All equipment, goods and workmanship must conform to all Laws and Standards necessary for use in Canada and the Province of British Columbia.

- h. Where only one Proposal is received, the District reserves the right not to make public the amount of the Proposal. The amount of the Proposal will be made public if a contract is awarded. The District reserves the right to accept or reject a Proposal, where only one Proposal is received.
- i. The District reserves the right in its sole discretion to accept or reject all or part of any Proposal which is non-compliant with the requirements of this RFP.
- j. The District shall not be obligated either to accept or reject any non-compliance with the requirements of this RFP.
- k. Cancellation Clause: The District reserves the right to cancel the Contract for goods and/or services as outlined in this RFP, at any time, by providing 30 days written notice to the Contractor.

10.0 CONTRACTOR'S OBLIGATIONS

10.1 REGISTRATION WITH WORKSAFE BC (WCB)

The Contract may contain a provision that the Contractor and any approved subcontractors must be registered with WorkSafe BC (WCB), in which case WorkSafe BC (WCB) coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the Contractor may be required to submit a WorkSafe BC (WCB) Clearance Letter indicating that all WCB assessments have been paid.

The Contractor shall ensure compliance on their part with the Workers' Compensation Act and any regulations there under, especially provisions of said Act or of regulations under said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions, including proper sanitation and ventilation.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Contractor in respect of his operations under this Agreement, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or regulations there under or because said Board is of the opinion that conditions of immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the District on twenty-four (24) hours written notice to the Contractor, may terminate the Contract.

10.2 GOVERNING REGULATIONS

The Contractor shall apply and pay for all necessary permits or licences required for the execution of the Work (but this shall include the obtaining of permanent easements or rights of servitude). The Contractor shall give all necessary notices, pay for all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health. The Contractor shall be responsible for the safety of all workers and equipment on the

project in accordance with all applicable safety legislation passed by Federal, Provincial and local authorities governing safety.

11.0 INSURANCE PROTECTION AND DAMAGE

11.1 GENERAL INSURANCE

The contractor shall procure and maintain, at its own expense and cost, the insurance policies listed in Section 11.2, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the Work or Services, the District advises in writing that it has determined that the exposure to liability justifies less limits.

11.2 INSURANCE

As a minimum, the Contractor shall, without limiting its obligations or liabilities under any other contract with the District, procure and maintain, at its own expense and cost, the following insurance policies:

Commercial General Liability Insurance

Providing for an inclusive limit of not less than \$2,000,000 for each occurrence or accident; providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Work or Services or any operations carried on in connection with this Contract; including coverage for Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.

Cross Liability Coverage

Coverage must include a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.

Coverage must remain in force for the life of the Project and for a minimum of 12 months after substantial completion.

Professional Errors and Omissions Insurance

Coverage in the amount of \$1,000,000 per occurrence and in the aggregate, and must remain in force for the life of the Project and for 12 months after substantial completion.

Automobile Liability Insurance

Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Contractor directly or indirectly in the performance of the Work or Services. The Limit of

- Meeting schedule as proposed by proponent and meetings added as required throughout the project

Data Collection

- Gather and review all relevant information pertaining to the project including, but not limited to, record maps, community plans, applicable bylaws, engineering standards, digital mapping, drawings, and any relevant geotechnical investigations and reports previously prepared.
- Review Project standards and requirements with District staff and other agencies that may be affected by the Project.
- Review Environmentally Valuable Resources (EVRs) in project area and ensure consideration of EVRs in the Plan.
- Confirm utility systems locations and identify potential conflicts and upgrading requirements with District of Summerland, Fortis BC, Telus, Shaw Cable and other utility companies as appropriate.
- Provide all technical field surveys to NAD83 coordinates that are necessary to undertake and complete the requirements of the Project. This survey shall encompass, as a minimum, the entire area of the Project Limits.

Plan Requirements

The following are the requirements for all areas within the Project Limits.

Consideration and direction on:

- suitable locations for cottonwood planting (potential donation of up to 150 one-year old cottonwood trees through a Canada 150 program) and support the concept of shoreline/riparian ecosystem restoration in a suitable location(s) along the shoreline, as well as retention of the current swale (ephemeral wetland) to support flood mitigation - also include recommendations for location of interpretive sign which acknowledges the donation/partnership
- “right tree-right place” - managing to maintain a supply of wildlife trees over time, as well as planting natural species of shrubs and trees where possible/appropriate
- landscaping and landscape features including irrigation systems and controllers
- flood restoration work including pathways and parking
- beach access to Gartrell Point
- all safety features including but not limited to concrete barriers, fencing, signage, etc.
- traffic marking and street signage requirements.
- any necessary lighting, water, drainage, and electrical and communication wiring relocations, extensions, and installations.

TIMELINES

The anticipated key milestone dates are:

- | | |
|---|------------------------|
| ● RFP issue date: | March 16, 2018 |
| ● RFP closing date: | April 10, 2018 |
| ● RFP review: | April 11-16, 2018 |
| ● Confirmation of successful proponent: | Week of April 16, 2018 |
| ● Project start up: | Week of April 23, 2018 |

ADDITIONAL INFORMATION

It is the District's expectation that the Proponent will develop a comprehensive proposal outlining their proposed methodology including the required components and detailing the included deliverables.

Proponents are required to include a separate section in their Proposal that outlines any services they will be providing that are not included in the Scope of Services but which the Proponent deems necessary to successfully complete this consulting assignment.

Proponents are advised that the following additional documents may be of interest and are available for viewing at the Project Office or on our website (www.summerland.ca). These additional documents and any additional information made available to Proponents prior to the Closing Date and Time by the District do not form part of the RFP and are not part of the Contract documents. These documents are made available to assist the Proponent in preparing their Proposal. The Proponent must make its own judgement about the relevance, reliability, accuracy, or completeness of this information.

It is the Proponent's responsibility to determine if, as part of their evaluation of this consulting assignment and the preparation of their Proposal, they need to request access to any information not attached to but outlined in the RFP.

The additional documents are but not limited to:

- Subdivision and Development Servicing Bylaw 99-004
- Master Drainage Plan, Urban Systems Ltd., 2009
- Water Master Plan 2008
- Zoning Bylaw 2000-450
- Official Community Plan 2014-002
- Climate Action Plan 2011
- MMCD Design Guidelines 2014
- MMCD Platinum Volume II 2009
- Parks Regulation Bylaw, No. 95-013

Schedule 'A'

Project Details and Contract Fees

A.)

SAMPLE

