



## **REQUEST FOR PROPOSALS**

**RFP-2018-18**

**Eneas Creek Assessment**

**Issue Date:** September 10, 2018

Two (2) complete printed copies and one (1) electronic complete copy of a Proposal in an envelope plainly marked "RFP-2018-18 Eneas Creek Assessment" may be hand delivered, couriered or mailed and must be received prior to the Closing Date and Time. Fax or e-mailed copies will not be accepted.

**RFP Closing Time:** 2:00 pm local time

**RFP Closing Date:** Thursday September 27, 2018

**Delivered to:** District of Summerland  
Box 159  
13211 Henry Avenue  
Summerland, BC V0H 1Z0

Proposals will not be opened in public.

It is the sole responsibility of the Proponent to check the District's website at [www.summerland.ca](http://www.summerland.ca) for any updated information and addendum issued before the closing Date and Time. The District's website is the only authorized website to obtain competitive bid documents for the District of Summerland opportunities. The District of Summerland shall not be held responsible for our competitive bid documents that are located on any other website.

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## 1.0 PROJECT OVERVIEW

The District of Summerland is seeking proposals from qualified individuals or firms to complete a detailed assessment of Eneas Creek between Garnet Lake and Okanagan Lake, which is a channel length of approximately 15 kilometres.

High stream flows during the 2018 freshet caused numerous issues along the creek corridor. Initial reviews of the channel conditions have identified various concerns related to channel scour, bank erosion/instability, sediment accumulation (channel aggradation), debris blockages, loss of land, undercutting of tree root systems and other obstructions. There are also several locations where emergency works were completed, that now need to be assessed to determine if they are suitable for long term use or if further improvements are required.

To be considered for this project, proponents must propose an appropriate team of engineers and required experts, present a methodology for completing the work, and demonstrate suitable knowledge and relevant historical experience to complete this assessment. This Request for Proposal describes the services sought by the District of Summerland, the Proposal requirements, and sets out the District's RFP process, evaluation and selection process.

## 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 Thursday September 27, 2018 at 2:00 p.m. (PT).
- c. **"CAO"** means 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. **"Project"** means the Eneas Creek Assessment.
- i. **"Project Manager"** means the Director of Works and Utilities.
- j. **"Project Office"** means  
District of Summerland  
Box 159, 13211 Henry Avenue  
Summerland BC, V0H 1Z0
- k. **"Proponent"** means a party submitting a Proposal to this RFP.
- l. **"Proposal"** shall mean the Proponent's submission to the RFP.
- m. **"Proposal Review Committee"** means the team of qualified staff appointed by the CAO to review and assess Proposals.

- n. **“Request for Proposal” or “RFP”** includes the documents listed in the index and any modifications thereof or additions thereto incorporated by addenda before the Closing date and Time.
- o. **“should” or “desirable”** means a requirement having a significant degree of importance to the objectives of the RFP.
- p. **“Subcontractor”** means an individual or firm engaged by a Contractor to provide services related to the Contract.
- q. **“Successful Proponent”** means the Proponent submitting the RFP with the Best Value as determined by the District.
- r. **“Work” or “Services”** means the tasks 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)**

Proposal must include a completed, signed and dated Proposal Submission Form. A copy of this form is included in Schedule ‘B’.

**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 main contact for the District; and,
- 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 along with 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; and,
- 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 a detailed “Approach and Methodology” section which clearly outlines the approach that the Successful Proponent will plan to take to complete the Project.**

**d. Fee**

Proposals must include fees as listed in Section 3.0(c) and a list of any additional fees for 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; and,
- Proposals should include a total fee amount as well as a rate per hour for additional consulting services upon request. Proposals should include a total fee amount 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 Added**

Proposals may include ideas beyond the scope of the RFP that provide added benefit to the District. Additional ideas should result in more comprehensive findings, leading to more actionable and effective recommendations. Rates for any value added items outside of the RFP scope of 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 statues 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, shall remain the property of the District.

#### **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) Executed Form of RFP; (4) all other documents.

#### **4.4 HEADINGS**

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 Contractor 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 Contractor and the District.

### **5.0 REQUEST FOR PROPOSALS (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. 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 addenda will be posted on the District's website ([www.summerland.ca](http://www.summerland.ca)). Addenda may be issued up to 48 hours prior to the Closing Date and 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 & EVALUATION**

#### **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 Proposal that best represents the interests of the District 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"> <li>• Proposals received by Closing Date and Time (two printed copies &amp; one PDF electronic) in a sealed envelope consisting of components outlined in Section 3.</li> <li>• Proposal Submission Form – signed and dated</li> <li>• Proponent Profile, Approach/Methodology, Fee, &amp; References</li> </ul>

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"> <li>• Experience and education of the Project Team as it relates to the work outlined in the RFP.</li> <li>• Experience (type and number of similar projects) of the firm.</li> <li>• References – comments from clients utilizing the Proponent’s services for similar projects.</li> </ul>
APPROACH AND METHODOLOGY – 30%
<ul style="list-style-type: none"> <li>• The approach and philosophy applied to complete the Services as outlined in the RFP.</li> <li>• Demonstrated clear understanding of the scope of work, identification of key issues and initiatives.</li> </ul>
BUDGET & FEE – 25%
<ul style="list-style-type: none"> <li>• Value for proposed services</li> <li>• Explanation/breakdown of proposed budget</li> </ul>
PROJECT SCHEDULE – 10%
<ul style="list-style-type: none"> <li>• A detailed Schedule of the proposed start and end date of the Project.</li> </ul>

**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 Contract, and does not mean that the Proposal is necessarily acceptable in the form submitted.

#### **6.9 ACCEPTANCE OF PROPOSAL**

The District shall not be obligated in any manner to any Proponent whatsoever until a Contract 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:

Kris Johnson, P.Eng - Director of Works and Utilities  
District of Summerland  
Box 159, 9215 Cedar Avenue  
Summerland, BC V0H 1Z0  
kjohnson@summerland.ca  
phone: 250-494-0431

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 and Time, an Addendum issued by the District will be posted on the District website ([www.summerland.ca](http://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 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.

#### **6.12 SUBMITTAL DEADLINE AND INSTRUCTIONS**

Delivery of Proposals to the District of Summerland Project Office prior to the Closing 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 at the Project Office the Closing Date and Time.

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

#### **6.13 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 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 withdraw its Proposal prior to the Closing Date and Time. After the Closing Date and Time, all Proposals become irrevocable. By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the District.

## **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 to a maximum of \$250. 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 90 days after the RFP Closing Date. Prices will be firm for the **entire period of the Contract**.

## **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 lead.

## **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 provides the Best Value to the District.
- c. A Proposal which is unqualified is one that 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 WORKSAFEBC**

The Contract may contain a provision that the Contractor and any approved Subcontractors must be registered with WorkSafeBC, in which case WorkSafeBC coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the Contractor may be required to submit a WorkSafeBC Clearance Letter indicating that all WorkSafeBC 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 Contract, 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 (and 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, and \$5,000,000 in the aggregate; 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 \$2,000,000 per occurrence and \$5,000,000 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 Liability shall not be less than \$5,000,000 inclusive, for loss or damage including bodily injury, death or third-party property damage resulting from any one accident or occurrence.

### **11.3 THE DISTRICT NAMED AS ADDITIONAL INSURED**

The Commercial General Liability policy shall provide that the District is named as an Additional Insured thereunder and that said policy will be primary without any right of contribution from any insurance otherwise maintained by the District, with respect to claims arising out of the operations of the Contractor in any way related to the performance of the Works or Services.

### **11.4 CONTRACTOR'S SUBCONTRACTORS**

The Contractor shall require each of its Subcontractors to provide comparable insurance to that set forth under Section 11.2 above.

### **11.5 CERTIFICATES OF INSURANCE**

The Contractor agrees to submit Certificates of Insurance, for itself and for all of its Subcontractors to the District prior to commencing the Work or providing the Services. Such Certificates shall provide that 30 days' written notice shall be given to the District prior to any cancellations of any such policy or policies. The Contractor agrees to notify the District of any material changes to such policy or policies.

### **11.6 OTHER INSURANCE**

After reviewing the Contractor's Certificates of Insurance, the District may require other insurance or alterations to any applicable insurance policies in force during the period of this Contract and will give notifications of such requirement.

### **11.7 ADDITIONAL INSURANCE**

The Contractor may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the District. The Contractor shall ensure that all of its Subcontractors are informed of and comply with the District's requirements.

### **11.8 INSURANCE COMPANIES**

All insurance, which the Contractor is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia.

### **11.9 FAILURE TO PROVIDE**

If the Contractor fails to do all or anything which is required of it with regard to insurance, the District may do all that is necessary to effect and maintain such insurance, and any monies expended by the District shall be repayable by and recovered from the Contractor. The Contractor expressly authorizes the District to deduct from any monies owing the Contractor, any monies owing by the Contractor to the District.

#### **11.10 NON-PAYMENT OF LOSSES**

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor or any Subcontractor shall not be held to waive or release the Contractor or Subcontractor from any of the provisions of the insurance requirements or this Contract, with respect to the liability of the Contractor. Any insurance deductible maintained by the Contractor or any Subcontractor under any of the insurance policies is solely for their account and any such amount incurred by the District will be recovered from the Contractor.

#### **11.11 INDEMNITY**

The Contractor shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the District, its elected officials, officers, employees and managers (collectively the Indemnitees) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Contract, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnitees.

The Contractor shall defend, indemnify and hold harmless the Indemnitees from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnitees.

## **SCHEDULE A - PROJECT DETAILS**

### **1.0 PURPOSE**

The District of Summerland is seeking proposals from qualified individuals or firms to complete a detailed assessment of Eneas Creek between Garnet Lake and Okanagan Lake, which is a channel length of approximately 15 kilometres. This assessment will identify all areas along the creek where remediation or mitigation works are required to restore and improve the function of the creek during future high flow events and will help inform decision-making and priority setting with regards to proposed improvements.

### **2.0 BACKGROUND**

High stream flows during the 2018 freshet caused numerous issues along the creek corridor. Initial reviews of the channel conditions have identified various concerns related to channel scour, bank erosion/instability, sediment accumulation (channel aggradation), debris blockages, loss of land, undercutting of tree root systems and other obstructions. There are also several locations where emergency works were completed, that now need to be assessed to determine if they are suitable for long term use or if further improvements are required. For example, there is a location where temporary gabion baskets were deployed during emergency response and prior to their removal, a detailed review is required to ensure the channel banks in the area are stable.

### **3.0 EXPECTED OUTCOMES**

The District anticipates a written report that includes the following:

- Assessment and classification of flood impacts according to risk of impact on public safety and infrastructure in the event of future high streamflow and flood events;
- Overview map displaying details of the spatial information collected;
- Recommendation and prioritization of flood mitigation/remediation improvements;
- Identification of environmental mitigation requirements; and,
- High level cost estimates (Class D) for proposed flood mitigation/remediation improvements for restoration and enhancement;

### **4.0 SCOPE OF WORK**

The Scope of Work shall consist of the supply of all labour and materials required to complete the assessment.

The Project will include the following major tasks:

- Coordinate a project start-up meeting;
- Develop a suitable platform (i.e. web map) for data collection and analysis;
- Conduct a field investigation;
- Analyze and evaluate field investigation findings to determine and prioritize remediation and mitigation options that incorporate industry standards and other best management practices;
- Prepare Class D cost estimates for each remediation or mitigation option;
- Compile and provide all data and findings to the District for planning future stream channel mitigation/remediation efforts;
- Prepare and provide a draft report to the District for review, which summarizes the field investigation data, mitigation/remediation options and costs, and recommendations;
- Meet with the District to review draft report and obtain comments and feedback; and,
- Revise, finalize and submit a final report to the District, in both hardcopy and digital versions.

## 5.0 TIMELINES

The anticipated key milestone dates for the RFP are:

RFP closing:	Thursday, September 27, 2018 at 2:00 pm PST
Proposal review:	September 28 – October 9, 2018
Contract award:	October 10, 2018

Proponents should specify a proposed schedule of work, including the following proposed key milestones:

Start up meeting:	October 12, 2018
Draft report submission:	November 30, 2018
Draft report review meeting:	week of December 10, 2018
Final report submission:	December 21, 2018

**Proponents are encouraged to expedite this schedule and should describe in their proposal how this could be achieved.**

## 6.0 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](http://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 listed below can be found on our website at [www.summerland.ca](http://www.summerland.ca):

- Subdivision and Development Servicing Bylaw 99-004
- Master Drainage Plan, Urban Systems Ltd., 2009
- Official Community Plan 2014-002
- Climate Action Plan 2011
- MMCD Design Guidelines 2014
- MMCD Platinum Volume II 2009

**SCHEDULE B – PROPOSAL SUBMISSION FORM**



**RFP-2018-18**  
**Eneas Creek Assessment**

Complete and return this Proposal Submission Form  
(Proposals will be received on or before 2:00 PM PST on Thursday, September 27, 2018)

**PROPOSAL SUBMISSION INSTRUCTIONS**

Two (2) printed original and one (1) electronic copy in PDF format of a Proposal in an envelope plainly marked with the Project title and reference number may be hand delivered, couriered or mailed. Fax or e-mail submissions will NOT be accepted.

All submissions must be received prior to the Closing Date and Time, to:

District of Summerland  
Box 159, 13211 Henry Avenue  
Summerland, BC V0H 1Z0

Submitted by: \_\_\_\_\_  
Company or Consultant name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City Postal Code

Company Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Company Contact e-mail address: \_\_\_\_\_

(see over for terms and signature requirements)

The Proponent confirms it has obtained and carefully examined all of the documents making up the Request for Proposal issued by the District of Summerland and any addenda issued in connection therewith. The Proponent undertakes and agrees that:

**1.0 EXECUTION OF CONTRACT**

If the offer contained in this Proposal is accepted, upon being advised that the Contract is available, the Proponent will obtain the Contract and will execute and identify the Contract in a form and manner acceptable to the District of Summerland and will deliver the same within ten days from the time when the same are available or are delivered or mailed to the Proponent.

**2.0 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK**

If awarded the contract, the Proponent shall supply these on the date set out in the Contract and shall complete the contract within the time specified in the Contract.

**3.0 NO COLLUSION**

Except as otherwise specified or as arising by reason of the provision of the Contract, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any party in connection with the making of the proposal.

**4.0 ACCEPTANCE OF PROPOSAL**

The acceptance of the Proposal by the District shall be made only by the notice in writing from the Corporate Officer of the District, and will be addressed to the Successful Proponent at the address given in this Form of Proposal; and if the Proposal documents are so worded, the Proposal may be accepted in either whole or in part.

**5.0 FAILURE OR DEFAULT OF PROPONENT**

If the Proponent for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of this Proposal, the District, at its option may consider the Proponents has abandoned the offer made or the contract if the offer has been accepted, whereupon the acceptance, if any, of the District shall be null and void and the District shall be free to select an alternate solution of its choosing.

Executed at \_\_\_\_\_, in the Province of BC this \_\_\_\_\_ day of \_\_\_\_\_, 2018 under the seal of the Proponent as a specialty instrument.

NOTE: If the Proponent is a corporation, in addition to signature, affix corporate seal, if available. If a natural person makes the Proposal, the Proponent must sign it with his/her name typed or clearly printed below the signature. If the Proponent is carrying on business under a firm name and NOT incorporated, the members of the firm must sign below the firm name and their names must be typed or clearly printed below the signature

\_\_\_\_\_  
(Corporate Name if Proponent is a Corporation)

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**SCHEDULE C - DRAFT SAMPLE CONTRACT**



**Eneas Creek Assessment**

**Reference Number: 2018-18**

**THIS CONTRACT** made in duplicate and entered into effective as of the \_\_\_\_ day of \_\_\_\_, 2018.

**BETWEEN:**

**The Corporation of the District of Summerland**

Box 159, 13211 Henry Avenue  
Summerland, BC V0H 1Z0

(hereinafter referred to as the "District")

**AND:**

Name of Contractor  
Address

(hereinafter referred to as the "Contractor")

**NOW THIS CONTRACT WITNESSETH** that in consideration of their mutual rights and obligations to one another as hereinafter set forth the parties hereto agree as follows:

**1.0 Contract Description**

The work for which this Contract pertains to is titled Eneas Creek Assessment and hereinafter shall be referred to as the "Project".

**2.0 Contract Documents**

The Contract Documents, in order of precedence, for which this Contract pertains, are:

- Instructions to Proponents
- General Conditions
- Schedule 'A' – Project Details
- Schedule 'B' – Proposal Submission Form

Where there is a conflict between the wording and interpretation of the Contract Documents the wording or interpretation contained in the Contract Document with the highest precedence shall apply.

### **3.0 Successors or Assigns**

3.1 This Contract and the terms and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

3.2 Neither party shall assign this Contract, or any portion thereof, without the prior written consent of the other.

### **4.0 Applicable Laws**

This Contract shall be governed by the laws of the Province of British Columbia.

### **5.0 Waiver**

The waiver by the District of any breach of this Contract by the Contractor, shall not require, nor be construed to require, the District to waive any subsequent breach of the same condition, covenant, or obligation.

### **6.0 Entire Contract**

This Contract constitutes the sole and entire Contract between the District and the Contractor relating to the Project and completely supersedes and abrogates any prior Contracts existing between the District and the Contractor whether written or oral.

### **7.0 Notification**

7.1 All Notices shall be in writing.

7.2 Notices between the parties shall be considered to have been received by the addressee:

- on the date of delivery if delivered by hand to the individual or to a member of the company for whom they are intended;
- within one working day if sent by email;
- within five working days if sent by mail or fax.

7.3 Notices must be sent to the following addresses:

**District of Summerland**

Box 159, 13211 Henry Avenue

Summerland, BC V0H 1Z0

Telephone: (250) 494-6451

Fax: (250) 494-1415

Email: [kjohnson@summerland.ca](mailto:kjohnson@summerland.ca)

and

**Contractor Name**

Contractor address

Telephone

Fax

Email

**IN WITNESS WHEREOF** the parties have executed this Contract on the day and year written above by their officers or persons duly authorized to execute on their behalf.

**THE CORPORATION OF THE DISTRICT OF SUMMERLAND** by its authorized signatories:

\_\_\_\_\_  
  
\_\_\_\_\_

**CONTRACTOR** by its authorized signatories:

\_\_\_\_\_

\_\_\_\_\_