



**REQUEST FOR PROPOSAL**  
**KENNEDY STREET SOUTH TO CAINS PARK**  
**DRAINAGE AND TRAIL DESIGN**

Proposals are to be submitted to Reception prior to: **3:00 PM (15:00 hrs)**  
**Pacific Time on July 13<sup>th</sup>, 2017** to the attention of:

Brian Derrick, Engineering Technologist  
District of Sooke  
2205 Otter Point Road  
Sooke BC, V9Z 1J2  
bderrick@sooke.ca

**Submission Details**

- a. Two (2) copies of the responses are to be in sealed envelopes or packages marked with the Respondent's Name, and marked "**Kennedy Street South Drainage**".
- b. The District reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.
- c. The District reserves the right to reject any or all proposals and to accept the proposal deemed most favorable to the interests of the District.
- d. The District will not entertain any claims for costs related to the preparation and/or presentation of the proposals.
- e. The District is NOT contractually bound to any matters until such time as the District has negotiated a separate contract that is totally independent of the RFP process.

**\*PROPOSALS WILL NOT BE OPENED IN PUBLIC\***



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# 1. Introduction

The District of Sooke requires the services of a qualified firm to provide a tender-ready design for drainage facilities on the Kennedy Street South Road Right of Way (RoW) through to the beach at Cains Park. **The target completion date is September 22<sup>nd</sup>, 2017.**

## 2. Scope of Work

### A. Background

Kennedy Street South terminates at a small cul-de-sac, but the RoW continues down a steep embankment until it reaches Water Street. From Water Street, down to the ocean, is a small park named Cains Park. The District intends to build a walking trail in the future to connect the southern paved end of Kennedy Street South through to the beach at Cains Park. Prior to building the trail, the District would like to ensure the slope is stable, as well as take care of a longstanding drainage issue in the project area.

The drainage infrastructure from Kennedy Street South to Water Street consists of a corroded corrugated steel pipe suspended above grade. The pipe is both ineffective at channeling drainage, and an eyesore. The existing drainage on Water Street is also in poor condition. Currently the water from up the embankment flows through an open ditch on the north side of the road, before crossing the road in a culvert and discharging into the ocean. The ditch regularly overflows, however and contributes to the degradation of Water Street, and will likely erode the slope of Cains Park below, if vegetation is cleared to accommodate beach access.

The District would like to upgrade the drainage infrastructure in the project area and repair the road base of Water Street.

### B. Deliverables

Proponents are to complete the following as part of the minimum scope of work:

- Perform a topographic survey and a geotechnical analysis of the project area;
- Evaluate the hydrology of the area to determine the expected ditch and overland flow as it relates to the project area;
- Produce a tender-ready design which includes:
  1. Drainage infrastructure to manage storm water from Kennedy Street South to the waterfront;
  2. All ancillary works required to construct the drainage improvements and ensure the embankment is stable enough to support construction of a walking trail in the future;
  3. A high-level cost estimate for the works.

### C. Guidelines

The District has a flexible budget for this project, and is interested in innovative methods as much as economical ideas. Designs incorporating 'natural' drainage features will be favoured over ones strictly piped. Proposals should include sketches and an explanation of how the Proponent intends to manage storm water down the embankment economically and effectively, as well as aesthetically, if possible.

### **3. Resources**

Please refer to the Kennedy Street South Reference Resources, attached as **Schedule 1**

### **4. Instructions to Proponents**

Only complete submissions will be accepted. Partial submissions will not be considered. Submissions may be revised by written amendment, delivered to the location set out for delivery of submissions, before the Closing Date.

Should the proponent consider additional services and materials appropriate, it should be recommended in their proposal. The Proponent is to cost these additional items separately.

The proposal may include one or more quotations, must include estimated hours and timeframe involved and a letter of introduction, including name and address of Respondent and details of potential partnerships and business agreements contemplated for the project.

Proponents should submit two (2) original hard copies plus one (1) digital (.pdf) copy (CD/DVD/memory stick), of their Proposal.

The Proposal shall include a cover letter signed by a person authorized to legally bind the Proponent to the statements made in the Response to this RFP.

### **5. Communications and Enquiries**

All enquiries regarding this RFP are to be directed in writing or by email, to the following person prior to the specified closing date/time. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the District of Sooke's option.

Brian Derrick  
Email: [BDerrick@sooke.ca](mailto:BDerrick@sooke.ca)  
Telephone: 250-642-1634

#### **a. Addenda**

The District will post an electronic copy of the written addendum on the District of Sooke's website at <http://sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/>, and on BC Bid if the District determines that an amendment is required to this RFP. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the District.

#### **b. Examination of Contract Documents and Site**

Proponents will be deemed to have carefully examined the RFP, including all attachments, Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence the Proposal.

### **c. Error in Proposal**

No proposal shall be altered, amended, or withdrawn **AFTER** the closing date and time of the RFP. Negligence on the part of the Proponent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

While the District has made considerable efforts to ensure an accurate representation of information in each respective RFP, the information contained in the RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in a District RFP is intended to relieve the Proponent from forming their own opinions and conclusions in respect of the matters addressed in the RFP.

### **d. Withdrawal of Proposals**

The Proponent may withdraw their Proposal at any time **PRIOR TO** the Proposal Closing Time by submitting a written withdrawal letter to the District's Development Services Department and the Proposal will be returned.

### **e. Ownership of Proposals**

All Proposals, including attachments and any documentation, submitted to and accepted by the District in response to this RFP become the property of the District.

### **f. Opening of Proposals**

Proposals will **NOT** be opened in public.

## **6. Fees**

The fee schedule for the work is to be submitted along with the work program. The rates and total fees for each consultant must be identified in the fee schedule.

Any anticipated expenses are to be identified in the proposal. The fee proposed will be considered the maximum upset fee by the District, and any expenditures beyond that amount will require approval by the District, and will only be considered for increases in the scope of work proposed by or agreed to in advance by the District.

## **7. Payment**

Payment for the work will be made upon completion of the project, satisfactory to the District.

## **8. Evaluation and Selection Criteria**

The Request for Proposal is used to select a Proponent, who will have demonstrated a capability to commence and complete the work described within the time frame specified and according to the following criteria, provided that this list is not exhaustive, or set out in any

particular order of priority.

Proposals shall be evaluated to determine the best value offered to the District using the following criteria:

- The Respondent must have or be able to have, prior to commencement of the project, a valid and current District of Sooke Business License.
- The Respondent's business and technical reputation and capabilities and the experience of its personnel.
- The Respondent's strategy to deliver the Project on or ahead of schedule, and experience and reputation in delivering similar projects on or ahead of schedule.
- The Respondent's ability and past experience meeting a tight time frame.
- Methodology and approach (understanding of service objectives and outcomes).
- Resources and pricing structure (staff, equipment).
- The Respondent's financial capability to undertake the Project.
- Proposal is clear and logical and shows value for money to the District and demonstrates capabilities that make his/her services uniquely qualified to provide the requested services including any innovative approaches successfully used with other clients.

## **9. Negotiation**

By submitting a Proposal, a Proponent accepts that a contract may be concluded upon notification by the District with the Proponent. The District reserves the right to negotiate. If the parties, after having bargained in good faith, are unable to conclude a contract, the District and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the District may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a contract with it, and so on until a contract is concluded.

## **10. General Terms and Conditions**

### **a. Right of the District to Cancel the RFP Process**

The District is not bound to select a preferred Proponent or accept any Proposal and reserves the right in its sole discretion to postpone or cancel this RFP at any time for any reason whatsoever in accordance with the District's judgement of its best interest and to proceed with the Services in some other manner separate from this RFP process.

### **b. Acceptance and Rejection of Proposals**

This RFP does not commit the District, in any way, to select the preferred Proponent, or to proceed to negotiations for a contract, or to award any contract.

The District reserves the right to:

- i. Accept a Proposal which is not the lowest priced;
- ii. Reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
- iii. Reject any Proposal at any time prior to execution of an Agreement;
- iv. Assess the ability of the Proponent to perform the contract and may reject any Proposal where, in the District's sole estimation, the personnel and/or resources of the Proponent are insufficient;
- v. Amend or revise the RFP by Addenda up to the specified closing date and time;
- vi. Reduce the Scope of Services required within the RFP and negotiate the price to reflect such change after award of an Agreement; and
- vii. Award an Agreement to the Proponent other than the one with the most points, if, in its sole determination, another Proposal is determined to be the Best Value to the District, taking into consideration the price and evaluation criteria of the RFP.

Under no circumstances shall the District be obligated to award an Agreement solely on the basis of proposed price.

The District may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the District may, as a condition of acceptance of the Proposal, request a Proponent to correct a minor or inconsequential irregularity with no change in the Proposal.

The determination of what is or is not a minor or inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity and the final determination of the validity, will be the sole discretion of the District of Sooke.

### **c. No Claim for Compensation**

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations, or discussions with the District or its representatives and consultants, relating to or arising from this RFP. The District and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Proponents agree that by participating in the RFP process, and or submitting a Proposal, they have no claim for compensation.

### **d. No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind, if formed under, or arises from this RFP, exists prior to the signing of a formal written Contract.

### **e. Conflict of Interest**

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and

existing business relationships it may have with the District, its elected officials, appointed officials or employees.

#### **f. Business License**

The successful Proponent will be required to hold a valid District of Sooke business license for the duration of the project. The Proponent will be required to produce a copy of the business license on or before commencement of the project.

#### **g. Solicitation of Council Members and District Staff**

Proponents and their agents will not contact any member of the District Council or District Staff with respect to this RFP, other than the District Representative named in this document or authorized by Development Services, at any time.

#### **h. Confidentiality and Freedom of Information**

The District will retain all Proposals and they will not be returned to the Proponent except for any unopened Financial Proposals. All submissions will be held in confidence by the District. The District is bound by the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all documents submitted to the District will be subject to provisions of this legislation.

All of the information contained within the RFP, including supplementary information provided electronically, is for the exclusive use of the Consultant team for the RFP preparation purposes only and is not to be made publicly available in any manner. The Consultant team shall not discuss this project with any member of the public at any time, for any reason whatsoever, without the prior written approval of the District of Sooke.

#### **i. Consulting Services Agreement**

A Consulting Services Agreement will be required between the District of Sooke and the successful proponent.

#### **j. Sub-Consulting**

Using a Sub-Consultant is acceptable provided the Sub-Consultant is clearly identified in the Proposal. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the Proposal.

Sub-consulting to any firm or individual who's 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 not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal.

Where applicable, the names of approved Sub-Consultants listed in the Proposal will be included in the Contract. No additional Sub-Consultants will be added or other changes made, to the list in the Contract without written consent of the District's Director of Development

Services.

### **k. Insurance**

Except as may be otherwise expressly approved by the District in writing, the Proponent will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the District:

- i. Professional Liability Insurance (Errors and Omissions) coverage of a minimum of \$500,000 per occurrence, \$1,000,000 aggregate.
- ii. Comprehensive Liability Insurance with not less than \$5,000,000 coverage per occurrence, together with a Standard Non-Owned Automobile Liability. The District must be named as an additional insured on this policy and the policy shall contain a cross-liability clause.
- iii. The successful consultant must also provide the District with a certificate issued by the insurer(s) as evidence of the coverage required on or before commencement of the project.
- iv. Each policy of insurance required under this agreement shall be maintained during the continuance of this agreement and shall not be capable of cancellation unless 30 days' notice is first given to the District.
- v. The successful consultant must ensure that every sub-consultant provides and maintains insurance substantially in accordance with the requirements of this agreement. The successful consultant shall be as fully responsible to the District for acts and omissions of sub-consultants and of persons employed directly or indirectly by them as for acts and omissions of persons directly employed by the consultant.

The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the District.

The successful Proponent shall provide the District with evidence of all required insurance prior to the commencement of the Services. When requested by the District, the Proponent shall provide certified copies of required policies.

### **l. Safety**

The successful Proponent shall:

- i. Hold a valid WorkSafeBC registration number for the duration of the project.
- ii. Produce a copy of a Worksafe BC registration number on or before commencement of the project.
- iii. Comply with Occupational Health and Safety Regulations.
- iv. In the event of a multiple employer workplace (i.e. Field work requiring survey, geotechnical investigation, traffic control etc.) be the designated prime contractor, and fulfil the prime contractor's responsibilities as defined in:

1. WorkSafeBC Occupational Health and Safety Regulation, Notice of



Project, Section 20.2, and Coordination of Multiple Employer Workplaces, Section 20.3;

2. Workers Compensation Act (RSBC 1996), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2);

3. General Requirements; Section 3.10 Worksafe BC.

#### **m. Contractor is “Prime Contractor”**

The Contractor to the Contract (if awarded) will be designated and assumes the responsibility as the **Prime Contractor** per WorkSafe BC OH&S Regulations, Section 20.2 **Notice of Project** and 20.3 **Coordination of Multiple-Employer Workplaces**, Subsections (1) and (2). The Proponent should also understand the general duties of the Owner as defined in the Workers’ Compensation Act, Section 119 **General Duties of Owner**. The Proponent should have the necessary qualification and be willing to accept the responsibilities as **Prime Contractor** for this Contract.

#### **n. Time is of the Essence**

Time is of the essence for the Contract, if awarded.

#### **o. Governing Law**

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

#### **p. Local Preference**

Preference will be given to Proponents located within the region of Sooke where quality, service, and price are equivalent. This will include any of the Proponent’s proposed sub-consultants, if applicable.

#### **q. Litigation Clause**

The District may, in its absolute discretion, reject a Proposal submitted by a Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the District, its elected or appointed officers and employees in relation to:

- i. Any other contract for works or services; or
- ii. Any matter arising from the District’s exercise of its powers, duties; or functions under the *Local Government Act, Community Charter* or another enactment,

within five years of the date of this Request for Proposal.

In determining whether to reject a Proposal under this clause, the District will consider whether the litigation is likely to affect the Proponent’s ability to work with the District, its consultants and representatives and whether the District’s experience with the Proponent indicates that the District is likely to incur increased staff and legal costs in the administration

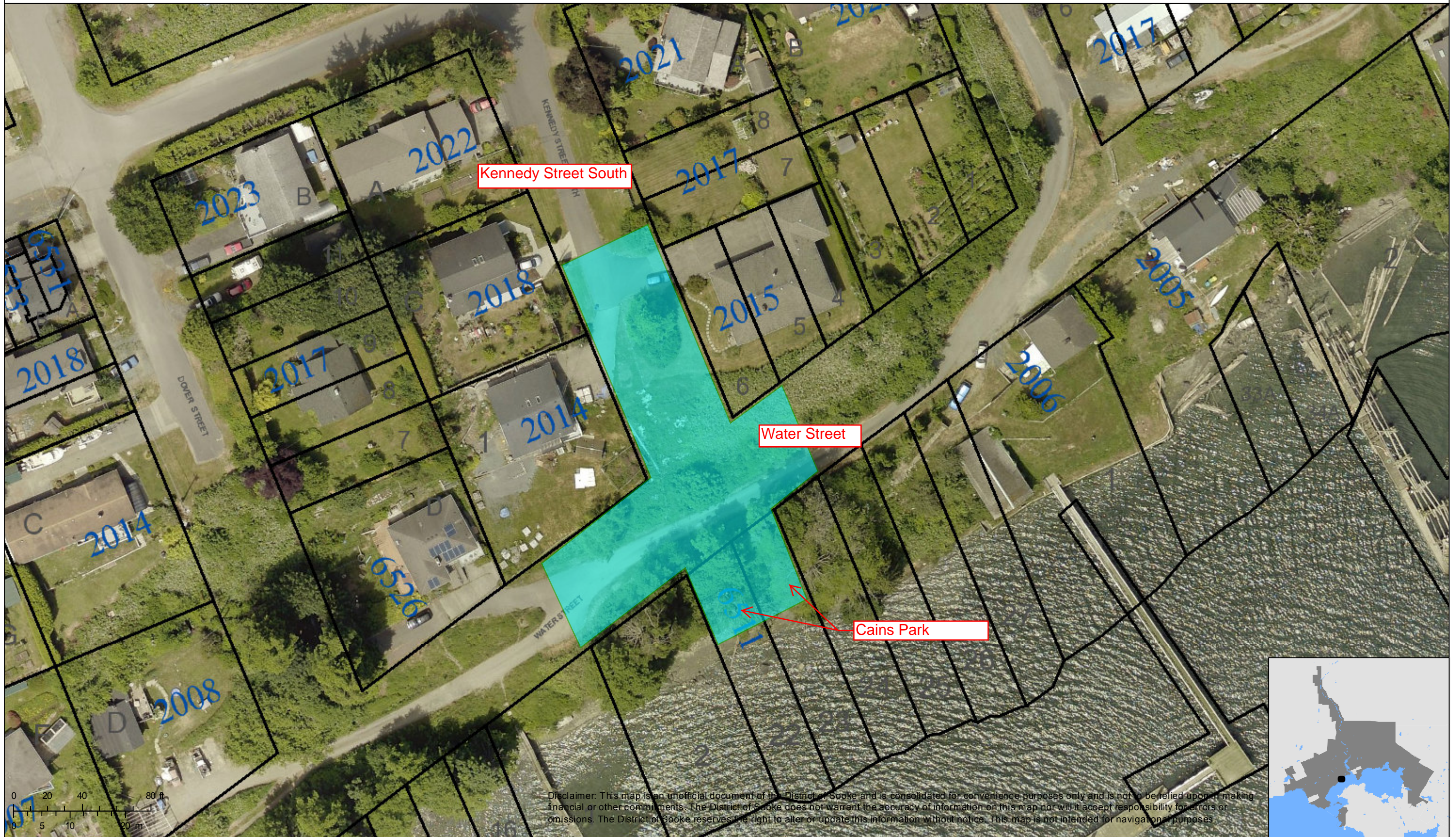
of a Contract if it is awarded to the Proponent.

## **11. Closing Date for Proposals**

The closing date for proposals will be **3:00 p.m. local time, July 13<sup>th</sup>, 2017**. All proposals must be clearly marked with the name and address of the proponent and the 'Request for Proposal' title. Proponents are responsible for ensuring that digital and courier delivery occurs within the deadline. Late proposals will not be accepted and will be returned to the proponent unopened.

## **Schedule 1**

### **Kennedy Street South Reference Resources**





Disclaimer: This map is an unofficial document of the District of Sooke and is consolidated for convenience purposes only and is not to be relied upon in making financial or other commitments. The District of Sooke does not warrant the accuracy of information on this map nor will it accept responsibility for errors or omissions. The District of Sooke reserves the right to alter or update this information without notice. This map is not intended for navigational purposes.



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