



Little River Pedestrian Crossing Archaeological Overview Assessment (AOA) and Preliminary Field Reconnaissance (PFR)

Invitation to Submit Quotations

The District of Sooke is seeking quotations for an Archaeological Overview Assessment (AOA) and Preliminary Field Reconnaissance (PFR) for the Little River (DeMamie Creek) Pedestrian Crossing. This public invitation is to ensure that every qualified Contractor has an opportunity to submit a quotation.

The project includes background research, review of aerial imagery and topographic data, and assessment of archaeological potential of the subject property. A pedestrian survey of the subject property with First Nations participation is required. The results and recommendations of the combined AOA-PFR must be presented in a report which meets provincial archaeological standards.

Quotations will be due by **Friday, February 5, 2021 at 3:00 pm.**

Quotations may be hand delivered or submitted via email to the contact person listed below. For all questions and other enquiries, please contact:

Laura Hooper
District of Sooke
2205 Otter Point Road
Sooke, BC V9Z1J2
Phone: (250) 507-9944
Email: lhooper@sooke.ca

1. Introduction

The District of Sooke requires the services of a qualified firm to provide a quote to complete an Archaeological Overview Assessment (AOA) and Preliminary Field Reconnaissance (PFR) along DeMamiel Creek where the District proposes to build a pedestrian bridge and connecting trails. The subject area for the study is a portion of District of Sooke owned parkland at 2410 Sunriver Way (2.8 ha) and a portion School District 62 land at 6522 Throup Road (14.9 ha).

2. Scope of Work

A. Background

DeMamiel Creek drains a 40-km² watershed and joins the Sooke River near its mouth. This watercourse supports steelhead, coho, and chum salmon; rainbow and cutthroat trout, and smallmouth bass and is fished by the T'Sou-ke First Nation and sport fishers. The creek separates District of Sooke owned parkland at 2410 Sunriver Way (2.8 ha) and School District 62 land at 6522 Throup Road (14.9 ha).

2410 Sunriver Way is a large natural greenspace which contains 380 m of two-meter-wide walking trail that was constructed in the mid 2000's over an abandoned logging road. The trail terminates approximately 2 meters from the bank of DeMamiel Creek at the site of the proposed pedestrian crossing.

6522 Throup Road is owned by School District 62 and is the site of an elementary and middle school. It also has a large natural greenspace which contains no formal walking trails but has remnants of an abandoned logging road over which the proposed trail will be aligned.

B. Deliverables

An Archaeological Overview Assessment (AOA) and Preliminary Field Reconnaissance (PFR) will be completed for 2410 Sunriver Way and 6522 Throup Road within the vicinity of the proposed alignment of the project (Schedule A). The AOA must include background research including a review of all archaeological documents related to the project area, review of aerial imagery and topographic data, and assessment of archaeological potential. Costs for the PFR include a pedestrian survey of the lot and include First Nations participation. The results and recommendations of the combined AOA-PFR will be presented in a report which meets provincial archaeological standards.

Hourly rates for construction monitoring should be provided.

3. Quote Submission

One signed copy of the Quotation Form (Schedule B) must be submitted by the closing date. The closing date is **Friday, February 5, 2021 at 3:00 pm**. Hourly rates for construction monitoring should be provided.

4. Resources

Please refer to the Little River Pedestrian Crossing site plan attached as **Schedule A** and the Quotation Form attached as **Schedule B**.

5. 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 quotation. The Proponent is to cost these additional items separately.

One (1) copy of the response is to be in sealed envelopes or packages marked with the Respondent's Name and marked "Little River Pedestrian Crossing". Electronic copies must be submitted to parks@sooke.ca and will be acknowledged. Faxed submissions will be rejected.

The Quotation shall include a Quotation Form (Schedule B) signed by a person authorized to legally bind the Proponent to the statements made in the Response to this RFQ.

6. Communications and Enquiries

All enquiries regarding this RFQ are to be directed in writing via email prior to **2 pm on Monday, January 25, 2021**. Questions submitted after this time will not be answered. 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.

Laura Hooper
Email: lhooper@sooke.ca

a. Addenda

The District will post an electronic copy of written addenda on the District of Sooke's website at <http://sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/> if the District determines that an amendment is required to this RFQ. Each addendum will be incorporated into and become part of the RFQ. No amendment of any kind to the RFQ 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 RFQ, including all attachments, Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Quotation with respect to all facts which may influence the Quotation.

c. Error in Quotation

No quotation shall be altered, amended, or withdrawn **AFTER** the closing date and time of

the RFQ. Negligence on the part of the Proponent in preparing the Quotation confers no right for withdrawal of the Quotation after it has been opened.

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

d. Withdrawal of Quotation

The Proponent may withdraw their Quotation at any time **PRIOR TO** the Quotation Closing Time by submitting a written withdrawal letter to the District and the Quotation will be returned.

e. Ownership of Quotations

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

f. Opening of Quotations

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

7. Fees

The fee for the work is to be submitted via the Quotation Form. Any anticipated expenses are to be included in the Quotation Form. 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.

8. Payment

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

9. Evaluation and Selection Criteria

The Request for Quotation 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.

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

- i. The Respondent must have or be able to have, prior to commencement of the project, a valid and current District of Sooke Business License.

- ii. The Respondent's business and technical reputation and capabilities and the experience of its personnel.
- iii. 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.
- iv. The value for price of the proposed project.
- v. Durability including warranty and maintenance requirements.
- vi. Quotation 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.

10. Negotiation

By submitting a Quotation, 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 Quotation and attempt to conclude a contract with it, and so on until a contract is concluded.

11. General Terms and Conditions

a. Right of the District to Cancel the RFQ Process

The District is not bound to select a preferred Proponent or accept any Quotation and reserves the right in its sole discretion to postpone or cancel this RFQ 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 RFQ process.

b. Acceptance and Rejection of Quotations

This RFQ 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 Quotation which is not the lowest priced;
- ii. Reject any and all Quotations, including without limitation the lowest priced Quotation, even if the lowest priced Quotation conforms in all aspects with the RFQ;
- iii. Reject any Quotation at any time prior to execution of an Agreement;
- iv. Assess the ability of the Proponent to perform the contract and may reject any Quotation where, in the District's sole estimation, the personnel and/or resources of the Proponent are insufficient;
- v. Amend or revise the RFQ by Addenda up to the specified closing date and time;
- vi. Reduce the Scope of Services required within the RFQ 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 Quotation is determined to be the Best Value to the District, taking into consideration the price and evaluation criteria of the RFQ.

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 Quotation, request a Proponent to correct a minor or inconsequential irregularity with no change in the Quotation.

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 Quotations, and for any meetings, negotiations, or discussions with the District or its representatives and consultants, relating to or arising from this RFQ. 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 Quotation, or participating in negotiations for a Contract, or other activity related to or arising out of this RFQ. Proponents agree that by participating in the RFQ process, and or submitting a Quotation, they have no claim for compensation.

d. No Contract

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

e. Conflict of Interest

Proponents shall disclose in their Quotations 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 RFQ, 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 Quotations and they will not be returned to the Proponent except for any unopened Financial Quotations. 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 RFQ, including supplementary information provided electronically, is for the exclusive use of the Consultant team for the RFQ 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. General Services Agreement

A General 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 Quotation. 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 Quotation.

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 Quotation.

Where applicable, the names of approved Sub-Consultants listed in the Quotation 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.

I. 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 Quotation 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 Quotation.

In determining whether to reject a Quotation 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.

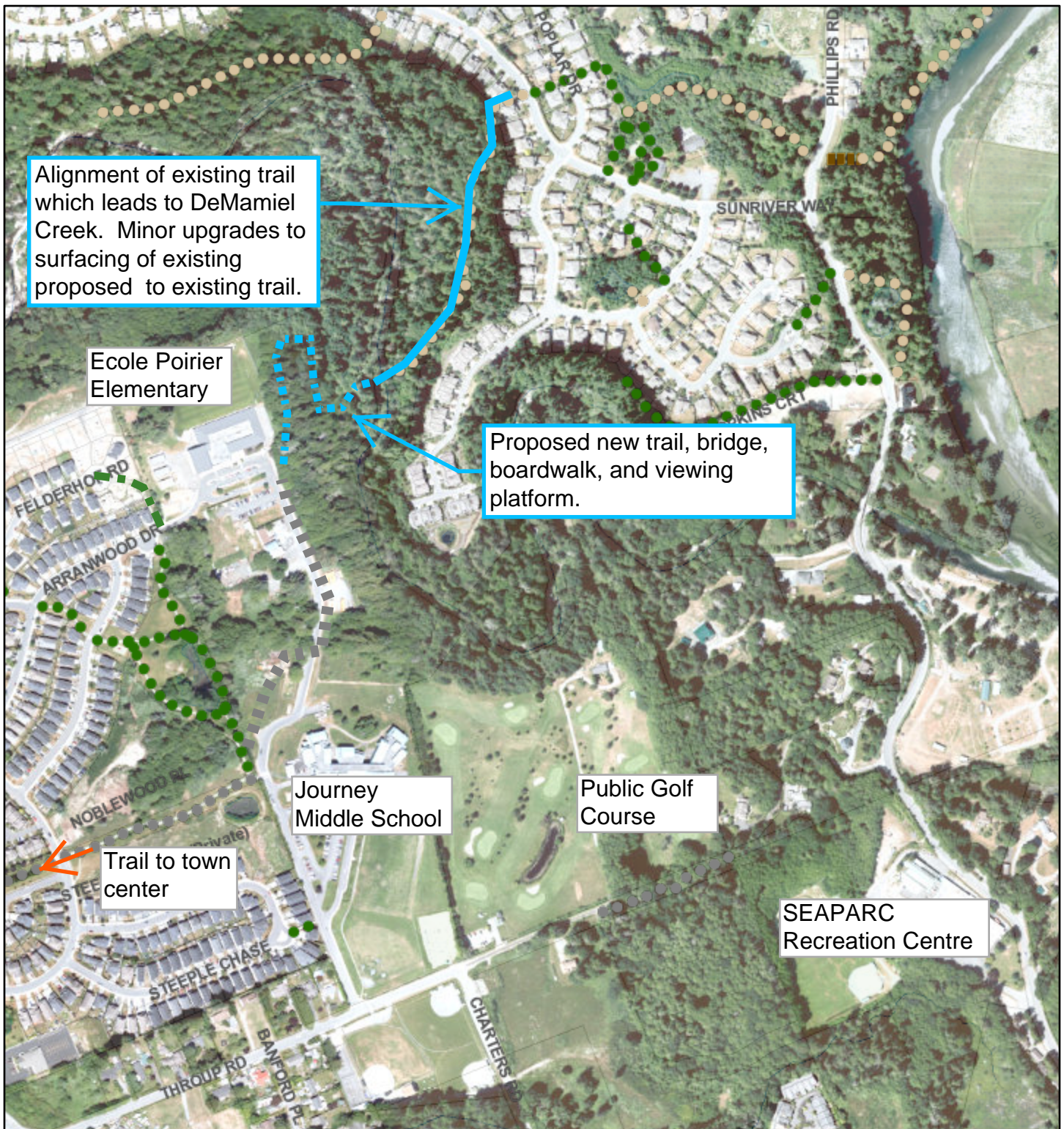
11. Closing Date for Quotations

The closing date for Quotations will be **3:00 p.m. local time, February 5th, 2021**. All Quotations must be clearly marked with the name and address of the proponent and the 'Request for Quotation' title. Proponents are responsible for ensuring that digital and courier delivery occurs within the deadline. Late Quotations will not be accepted and will be returned to the proponent unopened.

Schedule A

Little River Pedestrian Crossing Site Plan
Risk Management Policy (one page)

DeMamiel Creek Pedestrian Crossing



9/29/2020, 1:49:33 PM

Trails

■■■■ Stairs

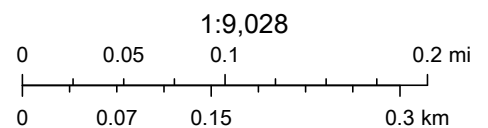
●●● Trail

●●● Trail-Beach-Access

●●● Trail-Multi-Use

●●● Trail-Nature

●●● Trail-Urban-Walking



District of Sooke



Policy 5.4
File No. 2510-00

October 25, 2004

Amended March 25, 2013

Risk Management-Contract Services Policy

1. Any person or organization that contracts with the District of Sooke to provide services to or on behalf of the District must provide proof to the District that the following ***minimum*** requirements have been met:
 - a) proof of liability insurance coverage with a minimum value of \$5,000,000;
 - b) certificate indicating that the individual or organization has an active WCB account that covers any and all persons who will be providing contracted services to or for the District of Sooke; and
 - c) proof of applicable credentials.
2. Copies of the above documentation must be received prior to the commencement of services.
3. The document submitted for insurance coverage must indicate the type of coverage and expiry date.
4. Preference is for the District of Sooke to be named as an additional insured in the liability insurance document.

Note: An individual contracted to provide coverage for the following positions is not covered by the District's errors and omissions policy:

Chief Administrative Officer
Corporate Officer

Director of Finance
Municipal Engineer
Municipal Planner
Building Official

Schedule 2

Quotation Form (4 pages)

Quotation Form

Quotation Submission:

Project: Little River Pedestrian Crossing AOA and PFR

Project No.: 1790-20

Date: _____

Submitted by: _____

(Name of Company)

(Address)

Email: _____

Telephone: () _____

Name of Bidder: _____

Signature: _____

Contract Price:

Having examined all matters referred to in the Scope of Work prepared by the District of Sooke for the Scope of Work, we, the undersigned, hereby offer to enter into a Contract to complete the Scope of Work for the price of:

	Price (Excluding taxes)
Please provide a LUMP SUM cost for AOA and PFR for the Little River Pedestrian Crossing.	\$_____ excluding taxes

Rates are in Canadian funds which include the supply of all the products, all labour and materials, supervision, services, construction machinery and equipment, overhead and profit, and represent the entire cost to the Owner for the completion of the Work. All applicable Federal and Provincial taxes and duties *excluding* Goods and Services Tax (GST) are included in the Rate.

We agree that if the District orders us in writing to perform extra work which is not reasonably inferable from the specifications as being part of the Work, we will perform the same and shall be paid therefore in accordance with the terms of the General Conditions applicable to Changes and Extra Work. We agree that the District may delete from the Contract a portion or portions of the Work

provided such deletion is not for the purpose of allowing someone else to perform the deleted portion during the Contract Time.

Proposed Schedule:

State your intended start date if awarded this contract: _____

Date of report submission: _____

Contractor Numbers and Status:

Our District of Sooke (or Intermunicipal) Business License Number:

Our Worker's Compensation Registration Number:

State whether you are able to meet the insurance requirements: YES/NO

Notification:

If notified in writing by the District of acceptance of this Quotation within the specified acceptance period after the Quotation closing date, we shall:

- a. Provide, prior to commencing work, certified copies of the Contractor's insurance called for in the Quotation Documents;
- b. Provide our Worker's Compensation Registration Number and a current Worker's Compensation Clearance Letter;
- c. Supply our District of Sooke Business License Number or approved equivalent; and
- d. Enter into and execute a General Services Agreement for the Work.

Subcontractors:

Provide business name, contact names, phone numbers and aspect of the Work being conducted by subcontractors.

Rates for Out of Scope Work:

Provide hourly rates for out of scope work for key team members.

Position	Rate (\$/hour)
Senior Archaeologist	
Field Supervisor	
Archaeologist	
GIS/Mapping	
First Nation Liaison	
Administrative Support	

Authorization:

A person authorized to sign on behalf of the Contractor; to agree to all statements made in response to this Request for Quotation should complete and sign this section.

The enclosed Offer is submitted in response to the above-referenced Request for Quotation, with the acknowledgement and receipt of addenda _____through_____.

Through submission of this Offer we agree to all the terms and conditions set out in the RFQ and have agreed that any inconsistent provisions in our Submission will be as if not written and do not exist. We have carefully read and examined the Request for Quotation, and we agree to holding the stated pricing for the period of indicated in the Quotation Form.

We agree to hold this offer open for acceptance by the District of Sooke for _____days.

Signature:	Legal Name of Contractor:
Printed (Full) Name:	Address:
Title:	
Date:	
E-mail:	

Contact Phone Number(s):	
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