



CITY OF GRAND FORKS

REQUEST FOR PROPOSAL

CONSTRUCTION SERVICES FOR

GRAVEL PIT REMEDIATION

Date of Issue: May 6, 2015

Overview of the Requirements

The City of Grand Forks is seeking proposals from contractors for the remediation of the City's gravel pit.

The purpose of this Request for Proposal (RFP) is to solicit proposals from contractors (Proponents) interested in providing the above mentioned construction services in accordance with the BC Mines Act and in accordance with the recommendations of the geotechnical report. Based on the evaluation, the City intends to select a proponent who, in the sole and unfettered opinion of the City, best meets the criteria as stated in Section 3.

Interested contractors must demonstrate their ability to achieve a high standard of quality in their construction services for projects of this nature, size, and complexity. All proposals marked "**City of Grand Forks, Construction Services for Gravel Pit Remediation, Confidential – Do Not Open**", will be received by **2:00 PM, local time on or before May 20, 2015**, at:

City of Grand Forks,
7217 4th Street
Grand Forks, BC
VOH 1H0
Attention: Diane Heinrich

City of Grand Forks Designated Contact Person:

Attention: Sasha Bird, ASCT, Manager of Development and Engineering,
City of Grand Forks
Box 220, 7217 4th Street
Grand Forks, BC
VOH 1H0
Phone: 250.442.4146
E-mail: sbird@grandforks.ca

The City of Grand Forks reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion. The City reserves the right to accept a proposal other than that with the highest evaluated score without stating reasons. By submitting a proposal, the proponent waives any right to contest, in any proceedings or action, the right of the City to accept or reject any proposal in its sole and unfettered discretion. Without limiting the generality of the foregoing, the City may consider any other factor besides capability to perform the work, in its sole and unfettered discretion.

This Request for Proposal does not commit the City to award a contract or pay any costs incurred in the preparation of a proposal, or attendance at an interview meeting with City staff.

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1.0 REQUEST FOR PROPOSAL (RFP)

1.1 DEFINITIONS

Throughout this Request for Proposal, terminology is used as follows:

- a) "City" means The Corporation of the City of Grand Forks;
- b) "Contract" means the written agreement resulting from this RFP executed by the City and the successful Proponent;
- c) "must", "mandatory", "will" or "required" means a requirement that must be met in order for a proposal to receive consideration;
- d) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this "RFP";
- e) "Proposal" means a submission by a Proponent in response to this RFP;
- f) "should", "may" or "desirable" means a requirement having a significant degree of importance to the objectives of the RFP.

1.2 ENQUIRIES

All enquiries related to this RFP are to be directed, in writing, to the City of Grand Forks Designated Contact Person by **12:00 noon, local time, May 13, 2015**. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and will be posted on the City's website at www.grandforks.ca by 4:00 PM the next business day. Questions received after the inquiry deadline will not be answered.

1.3 CLOSING DATE

1.3.1 FINAL DATE AND TIME FOR RECEIPT OF SUBMISSIONS

Sealed submissions, clearly marked on the outside of the envelope with the words "**City of Grand Forks, Construction Services for Gravel Pit Remediation, Confidential – Do not Open**", will be received at the office of the Corporate Officer, Diane Heinrich, **2:00 PM, local time, May 20, 2015**. Submissions will not be opened publicly.

Submissions must not be submitted electronically by facsimile or email. Submissions and their envelopes should be clearly marked with the name and address of the Proponent and the program title.

1.3.2 CONTACTS DURING THE RFP PROCESS

The Designated Contact Person for the Corporation of the City of Grand Forks is the City's only representative authorized to communicate and otherwise deal with Proponents and all Proponents must communicate and otherwise deal with that person only. Contact with any other City representative, including Members of Council, officers or employees of the City regarding this RFP or a Proponent's submission may result in that proposal being removed from consideration for this and any future competitions.

In the case of a Proponent having a dispute with their submission being removed under this clause, a formal appeal letter must be presented to the Designated Contact Person within five working days of notice of removal, stating clearly the reason(s) that they feel that their submission should be reinstated.

Under this process the Chief Administrative Officer, at his/her sole discretion, will make the final decision.

1.4 LATE SUBMISSIONS

Late submissions will not be accepted and will be returned, unopened, to the Proponent. In this case, the City has no obligation to proceed.

1.5 NO OBLIGATION TO PROCEED

Although the City fully intends at this time to proceed through the RFP process, the City is under no obligation to complete the RFP process. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City.

1.6 SUBSEQUENT INFORMATION

Proponents are advised that all subsequent information regarding this RFP including any addendum will be posted on the City's website at www.grandforks.ca. Notification will not automatically be sent to Proponents. It is the Proponent's sole responsibility to ensure all notifications, addenda and additional information is obtained. All addenda must be acknowledged in your submission on the Certification Document.

1.7 EXAMINATION AND INTERPRETATION OF DOCUMENTS

Each Proponent shall review all RFP documents and shall promptly report and request clarification of any discrepancies, deficiencies, or errors. Any such request must be submitted at least 5 working days prior to the Closing Date. Where such requests result in a change in the RFP, the City will prepare and issue an addendum to the RFP.

Request for clarification shall only be by written request, either couriered, hand delivered, email or faxed to the City' designated contact All requests must be submitted in accordance with clause 1.2 herein.

1.8 EVALUATION COMMITTEE

Evaluation of proposals will be by a committee formed by the City.

1.9 EVALUATION AND SELECTION

The evaluation committee will check Proposals against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals that meet all the mandatory criteria will then be evaluated and scored against the desirable criteria. By responding to this RFP, Proponents will be deemed to have agreed that the decision of the evaluation team will be final and binding.

1.10 DOCUMENTS

A completed set of the forms from Schedule A, B and C must be included with the proposal (Certification Document, Fees and Proponent Information).

1.11 AUTHORIZED SIGNATOR

The proposal must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in the RFP.

1.12 CHANGES TO PROPOSAL WORDING

The Proponent shall not change the wording of its proposal after closing and no words or comments will be added to the Proposal unless requested by the City for purposes of clarification.

1.13 PROPONENT EXPENSES

Proponents are solely responsible for their own expenses in preparing a proposal and for any subsequent negotiations with the City. The City 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.

1.14 ACCEPTANCE OF PROPOSALS

This RFP is not an agreement to purchase goods or services. The City is not bound to enter into a Contract with any Proponent. Proposals will be evaluated using the mandatory and desirable criteria provided herein. The City will be under no obligation to receive further information, whether written or oral, from any Proponent.

1.15 DEFINITION OF CONTRACT

Notice in writing to a Proponent that it has been identified as a successful Proponent will not constitute a Contract. Only if a Proponent and the City enter into a subsequent full written Contract will a Proponent acquire any legal or equitable rights or privileges relative to the goods or services.

1.16 MODIFICATION OF TERMS

The City reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time without entering into a Contract.

1.17 OWNERSHIP OF PROPOSALS

All documents, including Proposals, submitted to the City become the property of the City. They will be received and held in confidence by the City and will be subject to the provisions of the Freedom of Information and Protection of Privacy Act.

1.18 CONFIDENTIALITY OF INFORMATION

All Proponents and any other person who through this RFP process gains access to confidential financial information of the City's 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 or subsequent 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 of this RFP process.

Information pertaining to the City obtained by the Proponent as a result of participation in this process is confidential and must not be disclosed without written authorization from the City.

1.19 PROPONENTS' MEETING

No Proponents' meeting is planned for this RFP.

1.20 INTERVIEWS WITH PROPONENTS

The City reserves the right to interview any or all Proponents, subsequent to submission of all proposals.

2.0 SERVICES

2.1 SERVICES

Following execution of the Contract, the successful Proponent will provide the City with individual work programs and associated fees for each project comprising the work for the year. The scope of each work program will be defined, in consultation with the City, and the subsequent fees and scope will be agreed to between the parties.

2.2 PROPOSED SCHEDULE

The following activities and dates are proposed by the City and shall be considered by the Proponents in the preparation of their Proposal.

Activity	Proposed Date
Issue RFP	May 6, 2015
Close RFP	May 20, 2015
Select preferred proponent	May 27, 2015
Contract in place with preferred proponent	June 1, 2015

2.3 FORM OF CONTRACT

Any Contract with a Proponent will be substantially similar to the terms and conditions of the City's General Services agreement. A sample is attached as SCHEDULE E.

3.0 EVALUATION CRITERIA

3.1 EVALUATION PROCESS

Proposals will be checked against the mandatory criteria. Submissions not meeting all mandatory criteria will be rejected without further consideration. Submissions that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria.

3.2 MANDATORY CRITERIA

The following are mandatory criteria. Proposals not clearly demonstrating that they meet all the mandatory criteria will receive no further consideration during the evaluation process.

Item	Mandatory Criteria
a)	Proposal must be received at the closing location by the specified closing date and time.
b)	Certification Document, Fees and Proponent Information completed.
c)	The correct number of copies of the proposal must be submitted.

3.3 DESIRABLE CRITERIA

Proposals meeting the mandatory requirements will be further assessed against the criteria outlined in the SCORECARD, a copy of which is contained in Schedule D.

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Evaluation Team will be final and binding. It is the Proponent's responsibility to ensure that their submitted proposal addresses all evaluation criteria to receive full consideration.

4.0 PROPOSAL FORMAT

4.1 NUMBER OF COPIES

Three (3) bound copies of the Proposal must be submitted.

4.2 MAXIMUM PAGES

Proposals shall consist of a package of not more than 17 printed pages, excluding Project Data Sheets and Resumes, and using a minimum font size of 10. All pages are to be consecutively numbered.

4.3 FORMAT AND SEQUENCE

The following format and sequence must be followed in order to provide consistency in Proponent proposals and ensure each Proposal receives full consideration.

- Transmittal/Cover Letter (1 page)
- Table of Contents (1 page)
- Proponent's Certification, Fees, Information, and Questionnaire Documents: Signed by authorized company representative (4 pages)
- Proof of Insurance and Bondability (1 page)

The main body of the proposal must be organized under the following headings and limited to the maximum number of pages specified for each heading.

1. Understanding of the objectives and Contractor's approach to meeting those objectives (**maximum 2 pages**):
 - The Proposal should demonstrate a clear and coherent understanding of the City's requirements and needs and the opportunities and challenges that may surface during the period of the Contract.
 - Indicate why you are interested in the City as a client.
2. Contractor Experience (**maximum 3 pages**):
 - Provide details of contractor's experience that is relevant to the City's needs and objectives.
 - Demonstrate quality control and management techniques used by the company to complete projects within budget and on time.
 - Provide examples of successful project delivery by key staff members.
 - Indicate local knowledge and experience.
 - Examples of innovative or non-traditional approaches to solving problems.
 - Identify number of years Proponent has been in business.
3. Contractor Team (**maximum 3 pages**):
 - The Proposal should demonstrate that the team and its members have all the necessary skills and abilities to undertake the work that will be required.
 - Resumes of key personnel should be provided in an Appendix.
 - Identify proposed sub consultants.
 - Demonstrate experience and expertise of the proposed team members.
 - Specify each team member's role and responsibility on previous projects.
 - Identify capacity of team to commit to City's objectives and priorities.
4. Approach to Project Management (**maximum 2 pages**):
 - Describe the contractor's project management approach and team organization during programming, design and construction phases.
 - Describe systems used for planning, scheduling, and managing implementation services.
 - Describe the contractor's experience with dispute resolution.
 - Describe the contractor's tech support efficiencies, effectiveness, and problem resolution.
5. Appendices:
 - Project Data Sheets including references (**2 pages per project to a maximum of 8 pages**).
 - Curriculum Vitae including references (**maximum 2 pages per Team member**).
 - Proof of Insurance and Bondability.

5.0 REQUIREMENTS

5.1 SUMMARY OF REQUIREMENTS

The City of Grand Forks requires a contractor to remediate the City's gravel pit. The objective of this RFP is to identify and select a proponent that best meets the requirements as described in section 5.3 Project Scope. In the event that the final quote for the above works exceeds the approved budget, the City reserves the right to delete any of the individual items listed in the Scope of Work.

5.2 BACKGROUND

Grand Forks is a picturesque community, located in the southern interior of British Columbia, in what is commonly known as the Boundary Country, a region found between the Okanagan Valley and the Kootenays. The hub of the Boundary Country, Grand Forks, is strategically located on the Canada/US border, 522 km/324 miles east of Vancouver and 726 km/451 miles west of Calgary, Alberta. Access is via the Crowsnest Highway #3, Grand Forks Airport and two border crossings, one located approximately 20 km east and one approximately 8 km west of Grand Forks.

On March 17, 2015 the City received a letter from the Regional District of Kootenay Boundary (RDKB) regarding the condition of the City's Pit and the RDKB Landfill. The RDKB advised the City that the over-excavation of the gravel pit has created unstable slopes that have eroded the landfill property which has impacted the RDKB's electric fence and has jeopardized FortisBC's electrical transmission infrastructure. The RDKB requested that the City undertake remedial action to correct the over-excavation of the gravel pit adjacent to the RDKB Landfill.

5.3 PROJECT SCOPE

The project involves the survey, design and remediation of the gravel pit and existing material piles to determine the amount of material available for the restoration of the unstable slopes to a 5 meter offset from property line to a finished fill slope no steeper than 1.5 Horizontal to 1 Vertical as per the BC Mines Act and the geotechnical report attached. The Proponent is to utilize all available materials currently on the project site. The project requires the placing and compacting of the material in maximum 450mm lifts to an equivalent of 95% SPD and proof-rolling every 4 – 5 lifts or roughly every 2 meters of FILL placed.

5.4 PROJECT GOALS AND OBJECTIVES

The project goals and objectives are to remediate the city's gravel pit in accordance with the BC Mines Act and the geotechnical report from Interior Testing Services Ltd. The work is required to protect the RDKB Landfill and FortisBC transmission infrastructure. Remediation of the pit will allow for future economic opportunities for the property.

SCHEDULE A - CERTIFICATION DOCUMENT

Certification:

We have carefully read and examined the RFP document and have conducted such other investigations as were prudent and reasonable in preparing this Proposal.

We certify that the statements made in this proposal are true and complete. These statements represent our proposal to the Corporation of the City of Grand Forks. We agree to be bound by statements and representations made in this proposal.

Print Company Name and Address: _____

Print Name and Title of Authorized Signing Officers: _____

Signature of Authorized Signing Officer: _____

Telephone Number: _____ Fax Number: _____

Cell Number: _____

E-mail address: _____

Acknowledgement of Addenda

We acknowledge receipt of the following addenda which become part of this RFP:

ADDENDUM #	
ADDENDUM #	
ADDENDUM #	

Signed this _____ day of _____, 2015.

SCHEDULE B – FEES

Proponent Pricing:

- Survey and design of the pit, pit slope and existing material piles
- Hauling of various types of on-site material
- Placing and compacting in maximum 450mm lifts to an equivalent of 95% SPD
- Proof-rolling every 4 – 5 lifts or roughly every 2 meters of FILL placed
- The finished FILL slope shall be no steeper than 1.5 Horizontal to 1 Vertical

\$ _____ Lump Sum

Note: Please also provide a list of hourly rates for labour and equipment.

SCHEDULE C - PROPONENT INFORMATION

1.1 LEGAL NAME AND ADDRESS

1.2 OWNERSHIP STRUCTURE

1.3 REFERENCES

Company	Contact Person	Telephone	Email

1.4 Proof of COMMERCIAL GENERAL LIABILITY INSURANCE (Type of coverage, carrier, and amount of coverage). The minimum amount of \$5,000,000 per occurrence that indemnifies the City against any and all injuries and claims and names the City of Grand Forks as additional insured.

1.5 WorkSafeBC INSURANCE

Number _____

1.6 CITY OF GRAND FORKS BUSINESS LICENCE

Number: _____

SCHEDULE D – SCORECARD

1. **Understanding Our Objectives** – How well has the proponent demonstrated that they understand our unique objectives and circumstances?

10	8	6	4	2
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High level of understanding, we're on the same wavelength

They are treating this as a generic project

2. **Their Approach** – How well does the proponents' approach address our objectives and circumstances?

10	8	6	4	2
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Excellent approach – covers all the bases in a logical manner

Their approach is narrowly focused – City staff will have to cover numerous other elements

3. **Their Team** – What resources is the proponent willing to commit to Grand Forks and how well can the proponents team deliver the goods to ensure successful projects?

5	4	3	2	1
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Excellent Team with the right combination of experience, skills and local knowledge. The team is well led

Weaknesses noted in experience and skills. Capacity to meet deadlines is a concern

4. **Their Track Record** – What is the proponents' track record in other similar sized communities?

5	4	3	2	1
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Outstanding – a lot of experience and consistently satisfied clients

Not a lot of experience and/or some client dissatisfaction

5. **Innovation and Creativity** – How has the Proponent demonstrated an understanding for the use of innovative, creative and green ways of saving the City costs?

20	15	10	5	0
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Highly capable – all elements are well covered

Narrow range – basic support

6. **Financial Cost/Benefit to the City** – How well does the financial cost relate to a valuable benefit for the City?

20	15	10	5	0
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Highly beneficial

Cost/Benefit ratio does not suite our current needs.

7. **Trustworthiness** – How confident are we that we can place our trust in the proponent and the core team members to always act in the best long-term interests of the City (rather than their own short-term self interest)?

10	8	6	4	2
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High Level of Trust

Low Level of Trust

8. **Project Management** – What does the proponent’s PM program and approach look like?

10	8	6	4	2
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Highly capable, systematic and organized

Hit or miss

9. **Overall Impression** – What is the reviewers overall impression of the suitability of the proponent for this project?

10	8	6	4	2
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Highly Impressed

Moderately impressed

Not very impressed

Total Score _____ / 100

Reviewed by: _____

Proposal Submitted by: _____

SCHEDULE E

SAMPLE – GENERAL SERVICES CONTRACT FOR

RFP# SAMPLE

THIS AGREEMENT dated the _____ day of _____, 2015.

**BETWEEN: CITY OF GRAND FORKS
 Box 220, 7217 4TH St.
 Grand Forks, BC V0H 1H0**

(the "City")

**AND: Company Name
 Address
 City
 Postal Code**

(the "Contractor")

GIVEN THAT the City wishes to engage the Contractor to provide certain services to the City and the Contractor wishes to contract with the City to provide such services to the City, THIS AGREEMENT is evidence that in consideration of \$1.00 paid by each party to the other, and other good and valuable consideration, (the receipt and sufficiency each party acknowledges), the City and the Contractor agree as follows:

Definitions

In this Agreement, in addition to the words defined above,

- (a) "Contractor's Proposal" means the Contractor's written proposal to the City for performance of the Services, dated _____, a copy of which is attached.
- (b) "City Representative" means Sasha Bird or such other person as the City may appoint in writing.
- (c) "Governmental Approvals" means any licences, permits, consents, authorizations, certificates, operating certificates and other approvals of any kind from any Governmental Authority that are required for or in connection with the performance of the Services..
- (d) "Governmental Authority" means any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission.
- (e) "Personnel" means any individuals identified by name in the Contractor's Proposal and any individuals employed or otherwise engaged by the Contractor to perform the Services with the prior consent of the City;

- (f) "RFP" means the Request for Proposal for the services issued by the City dated _____.
- (g) "Services" means the services and work described in the RFP, including all acts, services and work necessary to achieve the objectives set out in the RFP.
- (h) "Specifications" means the specifications and other requirements for the Services set out in the RFP.
- (i) "Standards" means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licences, codes, building codes, professional standards and specifications (including Canadian Standards Association standards) applicable to the provision of the Services, as they are in force from time to time or in the latest current version, as the case may be.

Contractor Services

The Contractor shall perform the Services and shall do so in accordance with the Specifications, all Standards and the terms of this Agreement.

The Contractor shall:

- (a) supply all labour, machinery, equipment, tools, supplies, material, and other services and things necessary to perform the Services in accordance with this Agreement;
- (b) obtain, maintain in good standing and comply with the terms of all Governmental Approvals;
- (c) perform promptly and safely all of its obligations under this Agreement;
- (d) be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public and in its dealings with the City and the City Representative;
- (e) promptly pay amounts owing to the City under this Agreement when due; and
- (f) pay all costs and expenses whatsoever associated with performing the Services and its other obligations under this Agreement

Term

This Agreement shall commence on _____ and expire on _____ (or the date the contract was executed.)

Contractor Personnel

The Contractor will perform the Services using only the Personnel named in the Contractor's Proposal, unless otherwise approved in writing by the City Representative.

Warranty as to Quality of Services

The Contractor represents and warrants to the City that the Contractor and the Personnel have the education, training, skill, experience and resources necessary to perform the Services in

accordance with this Agreement and the Contractor acknowledges and agrees that the City has entered into this Agreement relying on the representations and warranties in this section.

Remuneration and Reimbursement

The City shall pay the Contractor for the performance of the Services as follows:

As per the cost arranged in the attached Services document dated _____.

Taxes

The City shall be responsible for paying any goods and services taxes, harmonized sales taxes and provincial sales taxes payable with respect to the provision of the services to the City.

Invoices & Payment

Not more than once each month, the Contractor may deliver an invoice to the City, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month. The City shall, to the extent the City is satisfied the fees and disbursements are for Services satisfactorily performed by the Contractor, pay the Contractor the fees and disbursements claimed in any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the City.

City's Representative

The City appoints the City Representative as the only person authorized by the City to communicate with the Contractor in respect of this Agreement. The City shall not be bound to the Contractor by communication from any person other than the City Representative.

Indemnity

The Contractor shall indemnify, and save harmless, the City, and its elected and appointed officials, employees, contractors and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused by, based upon, occasioned by or attributable to, any wilful or negligent act or omission, or other actionable wrong, on the part of the Contractor, its employees, contractors or agents, connected with the performance or breach of this Agreement by the Contractor. The Contractor's obligations under this section shall survive the expiry or earlier termination of this Agreement

Workers Compensation

The Contractor shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act* (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the City, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

Insurance Requirements

The Contractor shall obtain and maintain during the currency of this Agreement commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$5,000,000.00 per occurrence, or in such a greater amount as may be required by the City Representative from time to time, acting reasonably.

The Contractor shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the City and to:

- (a) name the City as additional insured;
- (b) include that the City is protected notwithstanding any act, neglect or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (d) be primary and non-contributing with respect to any policies carried by the City and shall provide that any coverage carried by the City is in excess coverage;
- (e) not be cancelled or materially changed without the insurer providing the City with 30 days written notice stating when such cancellation or change is to be effective;
- (f) be maintained for a period of 12 months per occurrence;
- (g) not include a deductible greater than \$5,000.00 per occurrence;
- (h) include a cross liability clause; and
- (i) be on other terms acceptable to the City Representative, acting reasonably.

Insurance Certificates

The Contractor shall provide the City with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so from time to time by the City.

City May Insure

If the Contractor fails to insure as required, the City may effect the insurance in the name and at the expense of the Contractor and the Contractor shall promptly repay the City all costs incurred by the City in doing so. For clarity, the City has no obligation to effect such insurance.

Termination at City's Discretion

The City may, in its sole discretion and without reason, terminate this Agreement upon notice to the Contractor. If the City terminates this Agreement under this section, the Contractor shall be entitled to be paid for all Services satisfactorily performed by the Contractor up to the date of such termination in accordance with this Agreement. The Contractor is not entitled to, and irrevocably

waives and releases the City from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

Termination for Default

The City may terminate all, or any part of, the Services, by giving notice of termination to the Contractor, which is effective upon delivery of the notice, if:

- (a) the Contractor breaches this Agreement and the Contractor has not cured the breach, within five days after notice of the breach is given to the Contractor by the City; or
- (b) the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Contractor, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the City, if the City terminates part or all of the Services under this section, the City may arrange, upon such terms and conditions and in such manner as the City considers appropriate, for performance of all or any part of the Services remaining to be completed, and the Contractor shall be liable to the City for any expenses reasonably and necessarily incurred by the City in engaging the services of another person to perform those Services (including the amount by which the fees, disbursements and other costs payable by the City exceed those that would have been payable to the Contractor for completion of the Services under this Agreement). The City may set off against, and withhold from amounts due to the Contractor, such amounts as the City estimates shall be required to cover the City's costs of correcting any breaches of the Contractor's obligations under this Agreement and to be incurred by the City to complete all or any part of the Services.

Records

The Contractor:

- (a) shall keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the City, which may make copies and take extracts from the accounts and records;
- (b) shall keep reasonably detailed records of performance of the Services, which shall at all reasonable times be open to inspection by the City, which may make copies and take extracts from the records;
- (c) shall afford facilities and access to accounts and records for audit and inspection by the City and shall furnish the City with such information as the City may from time to time require regarding those documents; and
- (d) shall preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Services, expiry of this Agreement or termination of this Agreement, whichever applies.

Copyright and Intellectual Property

The Contractor irrevocably grants to the City the unrestricted licence for the City to use and make copies of for the City's purposes and activities any work whatsoever generated by or on behalf of the Contractor in performing the Services in which copyright may exist. Without limiting the foregoing, the Contractor irrevocably grants to the City the unrestricted licence for the City to use for the City's purposes and activities all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. For clarity, the licences granted by this section shall survive the expiry or earlier termination of this Agreement.

Agreement for Services

This is an agreement for the performance of services and the Contractor is engaged under this Agreement as an independent contractor for the sole purpose of providing the Services. This Agreement does not create a joint venture or partnership. Neither the Contractor nor any of its employees or contractors is engaged by the City as an agent of the City or has any authority to bind the City in any way whatsoever.

Withholding Taxes

The Contractor will pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Contractor and any of its employees. The Contractor agrees to indemnify and hold harmless the City should the City be required to pay any remittances described above.

Assignment

The Contractor shall not assign this Agreement or the benefit hereof without the prior written consent of the City, at its sole discretion.

Time of the Essence

Time is of the essence of this Agreement.

Alternative Rights and Remedies

Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

Notice

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement shall be in writing and delivered personally or by courier or sent by e-mail, addressed as follows:

(a) To the City:

City of Grand Forks
Box 220, 7217 4th Street
Grand Forks, BC V0H 1H0
E-mail: sbird@grandforks.ca
Attention: Sasha Bird

(b) To the Contractor:

Company Name
Mailing Address
City
Postal Code
E-mail:
Attention:

or to such other address or e-mail address of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. In this section, business day means a day other than a Saturday, Sunday or B.C. statutory holiday.

Interpretation and Governing Law

In this Agreement

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- (c) the word "enactment" has the meaning given to it in the Interpretation Act (British Columbia) on the reference date of this Agreement;
- (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (e) reference to a month is a reference to a calendar month; and

or

[If Contractor is a Corporation]

by its authorized signatories:

Name:

Name:

**- INTERIOR -
TESTING SERVICES
- LTD. -**

MATERIALS TESTING • SOILS
CONCRETE • ASPHALT • CORING
GEOTECHNICAL ENGINEERING

1 - 1925 KIRSCHNER ROAD
KELOWNA, B.C. V1Y 4N7
PHONE: 860-6540
FAX: 860-5027

City of Grand Forks
PO Box 220, 7217 4th Street
Grand Forks, B.C. V0H 1H0

April 10, 2015
Job 15.044

Attention: Ms. Sasha J. Bird, A.Sc.T.

Dear Madam:

**Re: Existing Slope Conditions
City of Grand Forks Gravel Pit
Granby Road
Grand Forks, B.C.**

As requested, Interior Testing Services Ltd. (ITSL) has reviewed the above noted property and provides the following comments. We attach a copy of our two page "Terms of Engagement", which forms the basis on which we undertake this work.

1. We understand that the eastern portion of the City of Grand Forks gravel pit has been excavated beyond the property line and into the adjacent Regional District of Kootenay Boundary (RDKB) Grand Forks Landfill. We have reviewed a letter from RDKB to the City of Grand Forks dated March 16, 2014 which outlines the issues of slope instability and undermining of Fortis electrical transmission poles.
2. During our site visit of March 27, 2014, we observed a series of survey stakes that had been recently placed within the slope. You advise that the slope has been cut roughly 7 m beyond the property line, and that you intend to restore the site to the previous grades to roughly 5 m west of the east property line. This will require the placement of a roughly 12 m wide fill along the length of the slope, and the finished fill slope will be no steeper than 1.5 Horizontal to 1 Vertical.
3. As the main requirement for restoration of the slope is to reduce the potential for further slope erosion and reinstate material for support of the power poles, it appears reasonable to consider lower quality fill materials for this project as long term settlement is expected to be tolerable. The impact of settlement, if it were to occur, is not expected to be significant.
4. To that end, consideration could be given to using the existing asphalt that is currently stockpiled throughout the gravel pit. In addition, the larger cobble/boulders stockpiled

could be mixed in a 50/50 ratio with the silty materials along the northern cut banks. As a third option, the concrete stockpile could be crushed to roughly 150 mm minus and also used as a fill material.

It is estimated that all three materials may be necessary to account for the volume of fill required to reconstruct the slope. In the event of an insufficient volume of fill material, imported granular soils could also be considered. Alternatively, if the risk of settlement is not tolerable, then a clean SAND and GRAVEL pit run could be imported for the entire volume of material required.

5. We recommend that the fills be placed and compacted in maximum 450 mm lifts to an equivalent of 95% SPD. This is a "semi-structural" specification as it will allow for faster placement, and only nominally greater impact on the potential for long term settlement. Alternatively, if settlement is not acceptable, further design guidance can be provided.
6. It is recommended that ITSL conduct proof-roll observations roughly every 4 to 5 lifts, or roughly every 2 m of FILL placed. This is to allow for some degree of observation/control, without significant costs. Again, this is a reduced specification as compared to conventional structural fill programs as the impacts of reduced compaction such as long term settlement are expected to be tolerable.
7. To summarize, we understand you intend to restore a previously cut slope with compacted fill materials. We have suggested the use of existing stockpiles on site as there is expected to be a considerable cost savings by using these products and accepting some potential for settlement. We have also suggested a reduced specification for compaction and quality control based on the same rationale. Given that there are to be no structures placed on the fills and that minor settlement and surface erosion is expected to be tolerable, the cost savings of these suggestions are expected to be well received. If our assumptions with respect your acceptance of settlement are incorrect, please advise and we can revise our recommendations accordingly.

We trust this meets your current needs. Please call if you have any questions.

Yours truly,
Interior Testing Services Ltd.

A circular professional seal for R.R. WENBURG, a member of the British Columbia Professional Engineers Association. The seal contains the text: "PROFESSIONAL ENGINEER", "R.R. WENBURG", "22232", and "BRITISH COLUMBIA".
Peter Hahenburg, P.Eng.