



CORPORATION OF THE CITY OF ENDERBY

REQUEST FOR PROPOSAL

Removal of Structures Attached to Breakwater at the end of Rivermouth Road, near the Mabel Lake Public Boat Launch

BACKGROUND

The City of Enderby (“the City”) is seeking a contractor (“the Contractor”) to remove and dispose of approximately eight (8) floating structures (“the Structures”) which have been affixed to a breakwater at the end of Rivermouth Road at the Mabel Lake public boat launch, approximately 30km east of the City of Enderby.

The Structures are shown on the below photograph. Map coordinates may be found [here](#).



DETAILS

The City is seeking a Contractor to undertake the following:

1. Detach and remove the Structures in a safe manner that:
 - a. does not disturb the shore, foreshore or other ground;
 - b. does not affect the existing integrity or functionality of the breakwater; and
 - c. avoids working in or about a stream (which includes a lake) except when absolutely necessary, in which case the “Working Around Water – Terms and Conditions” specified below shall apply, as well as any other conditions made by a Habitat Officer or other agent pursuant to a notification, approval, or other authorization.
2. Transport the Structures to an appropriate off-site disposal location.

The Contractor should be prepared to have all proposed activities completed before February 15, 2017. However, this deadline may be extended by mutual agreement to the extent that permits, notifications, or approvals are required which result in delays.

SUBMISSION REQUIREMENTS

Interested Contractors should submit the following (weighted score listed in brackets):

1. Proposal (40%)
 - a. Methodology
 - b. Work schedule
2. Qualifications and References (10%)
 - a. Please submit three (3) references involving similar projects
3. Cost (exclude all applicable taxes) (50%), broken down on the following basis:
 - a. Detach and remove the Structures
 - b. Transport the Structures to a disposal location
 - c. Disposal costs for the Structures

All Proposals must demonstrate in the methodology a sound knowledge of the project and a reasonable, realistic, capability to achieve the deliverables in a manner that is consistent with best practices and other requirements for working in and about water as determined by the Ministry of Environment and the Department of Fisheries and Oceans. These are mandatory criteria. Any Proposal that cannot demonstrate compliance with mandatory criteria will not be scored.

The evaluation of Proposals may include consultation with the Contractor and others, references, and industry research as deemed necessary by the City. The City intends to evaluate proposals based on the best overall value to the City, which may include non-financial values as well as the consequential costs incurred by the City for providing the assistance described below (see “City Assistance”).

CITY ASSISTANCE

If authorization is required for the proposed works, the City will submit the application using the methodology supplied by the Contractor as part of the Request for Proposal. For this reason, the

methodology should be adequate to complete an application. The City will not award the work until the necessary approvals have been received or notifications accepted. If there is a material change to the Contractor's costs as a result of conditions set by a Habitat Officer or other agent in excess of the terms and conditions described below, which the Contractor could not have reasonably foreseen, the City and the Contractor may negotiate a revised price prior to awarding the work.

If environmental monitoring and reporting is required, the City will supply an environmental monitor at its expense. As this could be a significant cost driver for the City, methodologies which minimize activities near or in a stream will be ranked higher. If the Contractor is prepared to provide a qualified environmental monitor as part of its team and deliver this service, including the post-activity report, the City encourages the Contractor to make reference to this in its proposal for further negotiation.

The City reserves the right to, at its sole discretion, negotiate with the Contractor an alternative arrangement for disposal of the Structures at a City-owned property.

WORKING AROUND WATER - TERMS AND CONDITIONS

Below are the minimum terms and conditions for working around water. Note that the conditions may be changed or supplemented by a Habitat Officer.

1. Any work associated with the proposed changes in and about a stream must not cause stream channel instability or increase the risk of sedimentation into the stream.
2. During work onsite, erosion and sediment control materials must be available onsite at all times and must be installed if sedimentation is likely to occur into the stream. A contingency plan must be developed outlining the measures to be taken by workers when carrying out any work to control erosion and sediment.
3. Soil disturbance must not occur in heavy rain conditions and any soil removed must be placed in a location that ensures that sediment or debris does not enter the stream.
4. Within a work area, water that contains sediment must be pumped to a vegetated area away from the stream where it can seep into the ground, or to a settling pond that is sufficiently far from the stream to allow sediment to settle out before the water returns to the stream.
5. The disturbance of stream bank vegetation must not occur or be minimized as much as possible.
6. Any areas that are disturbed during the work (such as exposed soil) must be promptly restored at a minimum to the pre-disturbance condition.
7. If possible, work must be conducted on, and equipment located and operated from, dry land (no water present) and the worksite must be isolated from flowing water.
8. Any equipment used in conducting work must be in good mechanical condition and, when operating in close proximity to the wetted perimeter of a stream, the operator must prevent entry of any substance, sediment, debris or material (e.g., hydrocarbons, silt) into the stream so as to prevent harm to fish, wildlife or habitat.
9. The original rate of water flow in the stream (existing prior to commencing work) must be maintained upstream and downstream of the worksite during all phases of instream activity associated with the work.
10. All work processes must be designed to avoid dewatering or isolation of any part of the stream.

11. The stream channel width must not change as a result of the work.
12. No materials shall be added to the stream.
13. Any areas disturbed as part of the work must be restored as close as possible to their pre-disturbance condition. Any soil exposed at the worksite must be promptly re-vegetated.

INQUIRIES

Please direct all inquiries to:

Tate Bengtson, Chief Administrative Officer
250-838-7230
tbengtson@cityofenderby.com

CLOSING DATE AND TIME

January 6, 2017 at 4:30pm.

Proposals may be submitted electronically to info@cityofenderby.com, faxed to 250-838-6007, or mailed to Enderby City Hall, P.O. Box 400, Enderby, BC V0E 1V0. No proposals will be opened or reviewed prior to the closing date and time.

GENERAL CONDITIONS

The following terms and conditions shall apply to this Request for Proposal:

1. The Contractor may invoice the City at the end of the project. All invoices shall be net 30.
2. Verbal discussion, instructions or explanations between the City staff members, agents, employees, or representatives and a Contractor shall not become a part of or otherwise modify this Request for Proposal unless confirmed in writing.
3. Responses to inquiries may be distributed to all Contractors at the City's option, or otherwise posted as an addendum on the City's website.
4. The City may accept or reject any or all Proposals for any reason, and may negotiate with a potentially successful Contractor.
5. The City may reissue, restart, amend, cancel, or extend this Request for Proposal at its sole discretion, and reserves its right to defer, postpone, phase, or refuse awarding of the work.
6. As part of its evaluation process, the City may request further information from a Contractor at its sole discretion.
7. Under no circumstances shall this Request for Proposal be understood as a commitment for work, a contract, or a tender. The City is not responsible for costs incurred by the Contractor in preparing a Proposal. The award of the work associated with this Request for Proposal in no way constitutes or results in a contract of employment or the creation of any relationship or obligation other than that of an independent contractor.
8. The City does not, by issuing this Request for Proposal, incur any duty of care or contractual obligation to any other party.

9. Contractors are strictly prohibited from engaging in any form of lobbying in relation to the Request for Proposal or with a view to influencing the outcome of this process.
10. Contractors agree to advise the City immediately of any conflict of interest, real or perceived, with an employee or officer of the City. For certainty, this includes the Enderby & District Services Commission.
11. Contractors must be active and in good standing with WorksafeBC and, for the purposes of this work, agrees to be the Prime Contractor responsible for safety at the job site.
12. Contractors must carry a minimum of \$3,000,000 in liability insurance with the Corporation of the City of Enderby and the Regional District of the North Okanagan as additionally named insured with cross-liability protection, which shall be maintained for the duration of the project.
13. Use of a subcontractor or assignment of the work may only occur with the written permission of the City, unless such use is explicitly referenced in the Proposal.
14. The Contractor agrees to indemnify and save harmless the City of Enderby and the Regional District of the North Okanagan, including its employees, servants, officers, and all other agents, against any and all liabilities, damages, losses, penalties, suits, actions, losses, costs, and expenses connected with or arising from any breach or non-performance by the Contractor, any loss or damage to the property or the environment, any loss or injury to any person, resulting from any wrongful act or negligence by the Contractor.
15. The Contractor shall make his or her own examination, investigation, and research regarding the location and all conditions affecting the work, and shall make no claim against the City because any estimates, statements, or interpretations made by any employee, servant, officer, or other agent of the City proves to be erroneous in any respect.
16. Should the Contractor be in breach or default of any of the terms herein, the City may issue a notice of default or breach which the Contractor must immediately work to remedy such that it is corrected within three (3) days. Thereafter, the City may remedy the breach or default by any method at its disposal and deduct the costs thereof from any monies owed to the Contractor. Where the default or breach would reasonably take more than three (3) days to remedy, and provided the Contractor has commenced with the remedy within those three (3) days, the Contractor shall be permitted such time to remedy the breach or default as reasonably necessary, provided the Contractor does not abate in his or her efforts to remedy the matter. If the Contractor fails to remedy or commence to remedy a default or breach within the specified time following notice, the City may terminate the contract without further notice or payment, in addition to and without prejudice to any other remedy available to the City.
17. Changes and Extra Work shall follow the provisions of Articles 7 and 8, respectively, of Master Municipal Construction Document (Gold edition), General Conditions.
18. The City is subject to the provisions of the Freedom of Information and Protection of Privacy Act ("the Act") and all information submitted to the City become records in its care and custody for the purposes of the Act.
19. All Contractors and the City acknowledge that technical information included in a Proposal is supplied in confidence. The scoring matrix and total cost for each scored Proposal will be made publicly available.

20. All Contractors and any other persons who, through this process, gain access to confidential or sensitive information of the City are required to keep all such information confidential. This requirement will persist after the Request for Proposal process has concluded. Such information must not be disclosed without written authorization from the City.