



Request for Proposals: RFP-2015-02 Ocean Boulevard Pump Station Protection Plan 2015

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Closing Date: Tuesday, April 21, 2015



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1. TERMS OF REFERENCE

2. Project Overview

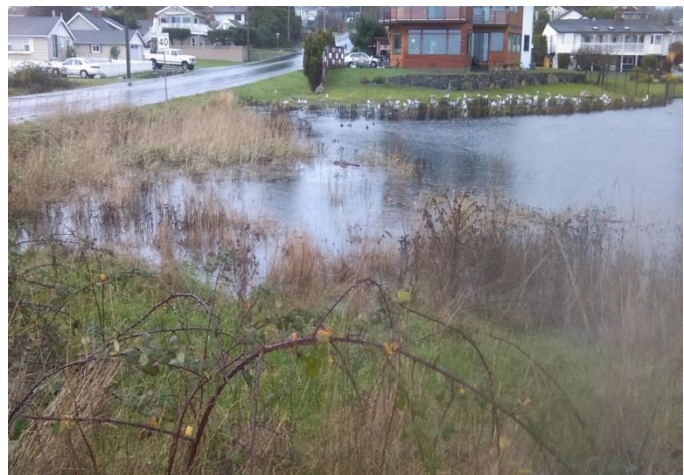
This project is to:

- (1) Determine the works needed immediately (if any) for the protection of the Ocean Boulevard Pump Station from the effects of the ocean and weather.
- (2) Provide options for protecting or moving/replacing the pump station in order to protect it from the effects of sea level rise over the next 85 years.
- (3) Provide options for protecting the pump station from the effects of tsunamis in addition to the other works in (1) and (2).
- (4) Design, assist with tendering and inspect the construction of the first phase of protection chosen by the City.

The consultant shall advise on the risk levels acceptable for the pump station in each scenario and the City shall choose the risk level that it finds acceptable. The consultant will be required to estimate the cost of moving or replacing the pump station in a safer location as an alternative method of protecting it as a comparison to the increasing cost of protection and assist with financial planning for the future for the City.

In all conceptual and detailed design work the consultant will take into account the public enjoyment of the beach and the views of the local residents.

The consultant will provide budget estimates for similar risk assessment work on all other City or privately owned assets at risk along the City's coastline (excluding federally owned assets and the Royal Bay lands).



Proposals, rather than tenders, have been requested in order to allow consultants a more flexible opportunity to employ their expertise and innovation, and thereby satisfy Colwood's requirements in a more cost effective manner.

Based on an evaluation of the proposals received, the preferred Proponent may be invited to enter into a Client - Consultant Agreement for the services to be provided and the fees to be charged.

The City intends to select a preferred Proponent based on its assessment of its best interests, and the City may select none of the proposals submitted.

NOTE TO ALL PROPONENTS: This is a request for proposals, and not a call for tenders or request for binding offers. The City does not intend to enter into contractual relations as part of this RFP process and no contractual obligations whatsoever will arise between the City and any Proponent who submits a proposal in response to this RFP until and unless the City and a Proponent enter into a formal, written contract for the Proponent to provide the services contemplated under this RFP.

3. Definitions

Henceforth within this document, the following definitions shall be used:

- a) City – means the City of Colwood or its representative authorised in writing by the City Engineer.
- b) Consultant – means the person or organisation with which the City of Colwood signs a Client-Consultant agreement for the work described in this document.
- c) Proponent – means any person considering or making a submission in response to this RFP.
- d) Pump station – means the sewage pumping station at the corner of Ocean Boulevard and Lagoon Road in the City of Colwood.

4. Scope

The scope of the project shall encompass the tasks that are required to accomplish the following objectives and provide the following deliverables:



4.1. Project Objectives

- a) Provide the City with the risk assessment and cost estimate information that will allow the City to determine the level of current risk they wish to protect the Pump Station against.
- b) Assist the City in communicating this information to a small group of directly affected residents and to the wider community including separate meetings with the Esquimalt Lagoon Stewardship Initiative and the Peninsula and Lagoon Supporters group.
- c) Assess the community feedback and the potential for protection proposals to affect the community's enjoyment of the waterfront and for any effect on the Canadian Wildlife Migratory Bird Sanctuary.
- d) Provide the City with design concepts using both Green Shores approaches and others and probable cost ranges for these concepts and assist the Committee and Council in determining a design concept which best meets their objectives.
- e) Design the first phase of the protection of the Pump Station as determined to be economically feasible and environmentally and socially desirable by the City of Colwood.
- f) Assist City staff with the tendering of the work in e).
- g) Provide field inspection and advice during the construction of the work in e) and carry out all of the consultant services related to quality control, progress payments, certification of the work and as-built information.
- h) Provide the City with the risk assessment and cost estimate information that will allow it to determine a course for the future protection and/or replacement/relocation of the Pump Station to 2100.
- i) Provide budget estimates for the consultant work required to provide the City with risk assessments and cost estimates for the following public and private coastal assets identified in Attachment 1:
 - a. Esquimalt Lagoon Bridge and immediate approaches (the structural ability of the bridge to carry traffic has been and continues to be evaluated under a separate process, this RFP is only to deal with the effects of weather, sea level rise and tsunami)
 - b. Ocean Boulevard from the bridge to the Pump Station
 - c. Ocean Boulevard from the Pump Station to its southern end
 - d. The duplex on the southern end of Ocean Boulevard
 - e. The City park south of the end of Ocean Boulevard and the associated trail network
 - f. The pump station at Portsmouth Road
 - g. The residences along the Lagoon shore and inland as required.



4.2. Deliverables

- a) A report in the following formats:
 - a. Printed and bound – 3 copies
 - b. Digital in Word format on a USB memory stick.
 - c. Digital in PDF format on the above memory stick.
- b) The report is to contain the following information:
 - a. An assessment of the risk of the Pump Station ceasing to perform its function as a result of the effects of weather now and over the next 10, 25, 50 and 85 years including in this assessment the effects of climate change as currently understood.
 - b. An assessment of the risk of the Pump Station ceasing to perform its function as a result of the effects a tsunami and an estimate of the odds of that occurring over the next 10, 25, 50 and 85 years including in this assessment the effects of climate change as currently understood (note that if the effects of a storm or a tsunami may damage infrastructure in Colwood other than the Pump Station that may still result in the failure of the Pump Station to perform its function this must be included in the scope of these assessments).
 - c. A description of the methods and information used to arrive at the above conclusions with any required cautions or limitations regarding assumptions made.
 - d. A description of the consultations with the public.
 - e. A recommendation as to the work that should be carried out immediately to protect the Pump Station.
 - f. A recommendation as to the work that should be carried out to protect the Pump Station for the next 10, 25, 50 and 85 years (if the difference in these recommendations would be insignificant then a single recommendation may be given here).
 - g. Optional conceptual designs for e. and f. above with cost estimates including an option to move/replace the Pump Station to/in a safe location.
- c) A presentation to the Transportation and Public Infrastructure Committee of the information in a. through g. above. (Allow for further presentations to the Parks and Recreation Committee, Council and a further public meeting). All of these meetings would be organised by City staff and would only require the presence of the consultant with a PowerPoint presentation. Any boards required at a public meeting will be prepared by City staff from files provided by the Consultant.

- d) A detailed design and cost estimate for the protection method chosen following the presentations outlined above.
- e) Assistance to the City staff with tendering the work in d).
- f) Assistance to the City staff in obtaining any necessary permits for the work.
- g) Field services to the contract for d).
- h) As built drawings and maintenance manual for the works designed and built in b)h.- j. to be provided in the same formats as in a) above plus AutoCAD format prepared to scale and to UTM NAD83 Zone 10 coordinates for the digital drawings.

5. Assumptions and Constraints

The following assumptions and constraints are applicable to the project:

- a) The consultant may assume that the Province of BC's estimates of sea level rise in the Colwood area are correct. The consultant may not provide work that uses a lower estimate but if any proponent wishes to make a case for using a higher estimate the City is willing to consider those arguments on their merits.
- b) The City has assumed that the total cost to do the study and any immediately needed protection works will be \$75,000 or less. If proponents are of the opinion that this budget is too constrained then this should be communicated to the City at the earliest opportunity.



6. Project Schedule

Following are proposed milestone dates for the project:

- | | |
|---|-----------------------------|
| a) Request for Proposals issued | Monday, March 16, 2015 |
| b) Submission of Proposals | Tuesday, April 21, 2015 |
| c) Colwood – Consultant Agreement | Wednesday, May 13, 2015 |
| d) Progress Report at Halfway Point | Wednesday, July 15, 2015 |
| e) Submission of Project Summary Report | Tuesday, September 15, 2015 |

Note that the timing of the consultant work in connection with the construction of protection to the Pump Station will be dependent on the size of the project and on the City's work and therefore will need to be worked out with the consultant at the time of tender of the work.

7. Project Management

The project manager is Helen Lockhart, P.Eng., unless the City Engineer appoints a different project manager and informs the Consultant in writing of the change.

The Consultant will be required to appoint a designated project manager for their team.

All communications between the City and the Consultant shall originate between the two project managers.

8. Background Information

Coburg Peninsula Foreshore Erosion (Seabulk Systems Analysis Inc., 2008)

An Investigation into Erosion and Armouring Effects on the Coburg Peninsula at the Esquimalt Lagoon (O'Connor, Muller & Perkins 2014)

Esquimalt Lagoon bridge north abutment area storm damage (Stantec 2010)

Coburg Peninsula and Esquimalt Lagoon Bridge (City of Colwood, 2010)

CRD Coastal Sea Level Rise Risk Assessment Report (2014)

9. Evaluation of Proposals

9.1. General

Proposals received will be evaluated by a committee that may include member(s) of City Council and City staff.

9.2. Technical Evaluation Criteria

The technical merits of proposals will be evaluated in accordance with the following criteria:

- a) The Firm(s) including:
 - i. Experience with similar projects;
 - ii. Demonstrated success of those projects;
 - iii. General related experience;
 - iv. Local office resources, experience and operations; and
 - v. Demonstrated attention to sustainability in the operation of the firm and in projects.

- b) Proposed Project Manager and Team Members including:
 - i. Experience on similar projects;
 - ii. Demonstrated success of those projects
 - iii. Experience on related projects;
 - iv. Qualifications; and
 - v. Local knowledge.

- c) Methodology including:
 - i. General approach;
 - ii. Team organization;
 - iii. Proposed activities;
 - iv. Project control and reporting;
 - v. Understanding of project objectives;
 - vi. Quality and presentation of the proposal;
 - vii. Proposed level of effort; and
 - viii. Attention to sustainability in methods and results.

- d) Perceived overall value of services proposed.

Any sub-consultants will be evaluated using the same criteria.

10. Fees

10.1. Basis of Fees

Fees for the project will be charged on an hourly rate basis. A schedule of rates for each project personnel will be included with the proposal.

Expenses that will be charged will be described. The rate for expenses, such as mileage, copying, faxing, per diem and other, will be described. Mark up on invoiced supported expenses, including sub consultants, will be described.

The hourly rates and upset amounts requested below for various aspects of the project will be considered in the evaluation. The lowest proposed fee rates or amounts will not necessarily be the principal factor in the award of the project.

10.2. Upset and Estimated Fees

An estimate of the personnel and time required for each task, the fee for the labour component and the expenses for each task of the Scope of Work, and others if suggested by the Proponent, shall be included in the proposal.

The estimated fee for each task shall be regarded as an upset amount and shall not be exceeded without prior written approval of the City and such approval will only be considered for changes in the scope of the work required due to factors that could not have been anticipated with information available at the time of submitting the proposal or where offsetting reductions in other task costs have been achieved whilst still providing full deliverables for that task.

Since the scope of the protection work for the pump station cannot be known until the City has chosen an option the proponents are asked to assume that the work will involve excavation and placement of rock rip-rap to a total value of \$30,000 and provide the fee estimate for the design, tendering and inspection of that work separately from the other fee estimates.

A price per additional meeting of two hours should also be provided as a potential extra item on any of the work.

11. Confirmation of Insurance

The Proponent will provide with the proposal confirmation and a description of the coverage of the professional liability insurance carried by each team member.

Upon acceptance of their proposal, the Consultant shall submit to the City a Certificate of Insurance containing the following:

- a) Provision naming the City as an additional insured to the Comprehensive General Liability Policy;
- b) Confirmation that the Comprehensive General Liability Policy contains a cross liability clause;
- c) Comprehensive General Liability Policy in an amount not less than \$2,000,000; and
- d) Liability insurance in an amount not less than \$2,000,000 with the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind.

A minimum of 30 days written notice of cancellation of the mandatory Comprehensive General Liability Policy is required.

12. References

The Proponent will name at least three references who may be contacted concerning the performance of the Proponent on recent, similar projects but more references named will help with scoring the proposal.

13. Confidentiality

Each proposal and all information, materials and products included in a proposal submitted for this project shall be the sole property of the City of Colwood. Proponents should be aware that the City is subject to the provisions of the Freedom of Information and Protection of Privacy Act (FOIPPA). A Proponent may stipulate in their proposal that portions of the proposal contain confidential information and are supplied to the City in confidence. However, under FOIPPA the City may be obligated to disclose all or part of a proposal in response to a request made under that Act, even if the Proponent has stipulated that part of the Proposal is supplied in confidence. Proponents should review section 21 and other provisions of FOIPPA in order to gain a better understanding of the City's disclosure responsibilities under FOIPPA. The City will reveal enough about each proposal in a report to Council in open meeting to allow Council to make a decision to award the contract.

14. No Contractual Obligations or Claims for Compensation

By issuing this Request for Proposals, the City is not seeking binding offers and no contractual obligations whatsoever shall arise between the City and any Proponent, including as a result of the issuance of this RFP or the submission of a proposal, unless the City and a Proponent execute and deliver a written contract for the provision of the services contemplated under this RFP. Without in any

way limiting the foregoing, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Proposal, and by submitting a proposal, each proponent shall be deemed to have agreed that it has no claim.

15. Questions and Clarification

Questions or requests for clarification regarding this Request for Proposals shall be directed to the following and shall be clearly marked with the same identifying wording as below for the RFP submission:

Michael S J Baxter, P.Eng., City Engineer
City of Colwood
3300 Wishart Road
Colwood, BC V9C 1R1
Phone (250) 478-5999
Fax (250) 478-7516
E-mail: mbaxter@colwood.ca

16. Colwood – Consultant Agreement

The successful Proponent will be invited to enter into a Consultant agreement with the City of Colwood for the provision of consulting services using the MMCD contract. The agreement will be based on this RFP, the proposal submitted including the tasks to be carried out, the personnel committed and the fees to be charged and any negotiated changes to any of the foregoing.

17. Authorization

The proposal will be signed by a representative of the Proponent.

18. Submission Date, Time and Place

One signed copy, and one copy in PDF format, of the proposal will be delivered, mailed, faxed or e-mailed to the City of Colwood **before 3:00 PM local time on Tuesday, April 21, 2015** at the address given below:

City of Colwood
3300 Wishart Road
Colwood, BC V9C 1R1
Phone 250-478-5999
Fax 250-478-7516
E-mail: ncreamer@colwood.ca

Proposals not being sent by e-mail or fax shall be enclosed in a sealed envelope containing the proposal and will be clearly marked "Request for Proposals: RFP-2015-02 Ocean Boulevard Pump Station Protection Plan 2015"

It is the exclusive responsibility of the bidders to ensure that their proposal is received by the City of Colwood before this time and date.

ATTACHMENT NO. 1



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Ocean Boulevard Coastline

DATE: Sep-2014

SCALE: NTS

1 OF 3



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|---|------------------------------------|------------|
|  | <h2>Ocean Boulevard Coastline</h2> | |
| | DATE: Sep-2014 | SCALE: NTS |



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Ocean Boulevard Coastline

DATE: Sep-2014

SCALE: NTS

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