

# Request for Proposals: RFP-2016-03 Ocean Boulevard Pump Station Relocation Plan

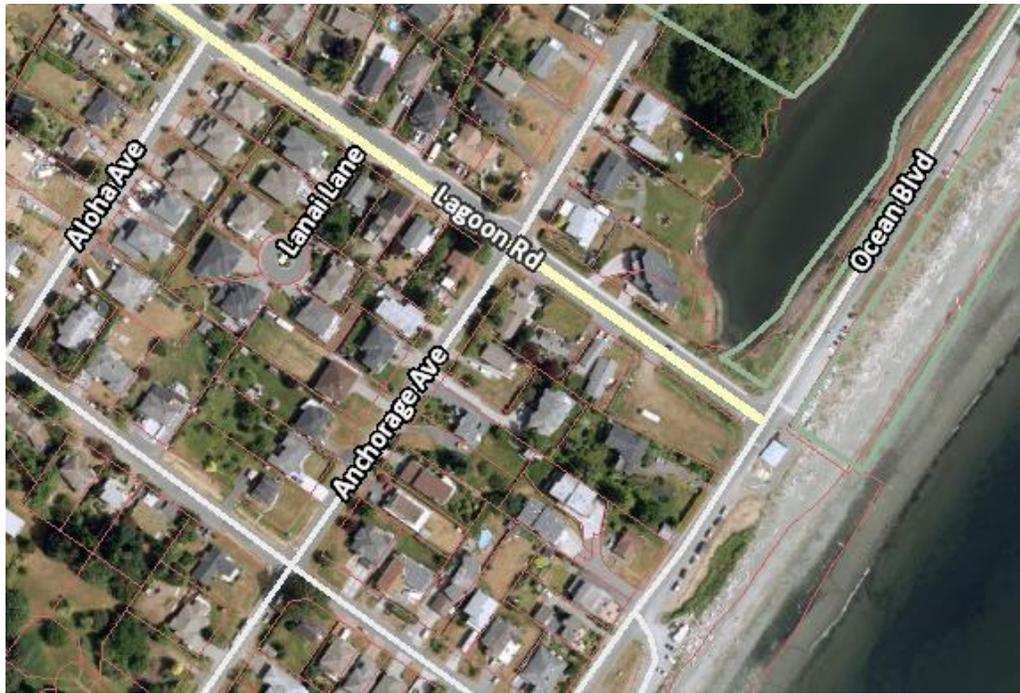
**Michael S J Baxter, P.Eng.**

**Closing Date: Thursday, July 28, 2016**



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## 1. TERMS OF REFERENCE

### 2. Project Overview

The Ocean Boulevard Sewage Pump Station is located on Ocean Boulevard at the corner of Lagoon Road along the Strait of Juan de Fuca. This Pump Station was constructed in 2000 and has been affected by storm waves. Flooding hazards will increase due to sea level rise.

Colwood proposes to retain a qualified engineering consultant to:

- (1) Provide options for a new, inland location for the Pump Station in order to protect it from the effects of sea level rise, extreme weather events and high tides; and
- (2) Plan for a managed retreat of sanitary sewer servicing from the Pump Station's existing location to the new location as the sea level rises.

The consultant shall advise on the risk levels and costs for the pump station in each scenario and the City shall choose the risk level vs cost that it finds acceptable. The consultant will be required to estimate the cost of moving the pump station to various safer locations and of the planned retreat of sanitary sewer servicing.

In all conceptual work, the consultant will take into account the public enjoyment of the area proposed for the relocation and the views of the local residents.



South end of Esquimalt Lagoon looking west

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 an MMCD 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 or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to this RFP.
- d) Pump Station – means the sewage pumping station on Ocean Boulevard at the corner of 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) Five formal meetings with Colwood staff will be included in the project, a briefing meeting to be held at the start of the project and a meeting following the submission of each draft report. It is anticipated that the Consultant will informally advise the City of planning and progress during the course of the project and may request on-site meetings with Colwood staff.
- b) The Consultant shall review available background material including the material listed in Section 8 below.
- c) In order to establish the risk of flooding in the area north of Lagoon Road so that area can be considered for possible pump station locations, the effect of sea level rise and the continuing effect of erosion on the Coburg Peninsula will need to be examined.
- d) The Consultant shall develop a plan with options for an alternative location of the Ocean Blvd Pump Station, and stages of servicing properties at lower elevations than the new pump station location as the sea level rises. Three options shall be developed, one to protect against at least 1 metre of sea level rise, one to protect against at least 2 metres of sea level rise and a third to be determined in discussions with staff after the first two have been identified.
- e) All design concepts must, to the extent feasible, minimize visibility and other nuisance to the local residents or the public using the Pit House Park by suitable location or suitable disguise and mitigation measures.
- f) The Consultant shall provide the City with design concepts and probable cost ranges.
- g) The Consultant shall assist the City in communicating this information to members of the public at a Public meeting. This meeting would be organised by City staff and would only require the presence of the consultant with a PowerPoint presentation. Any boards required at the meeting will be prepared by City staff from files provided by the Consultant.
- h) The Consultant shall, with City staff, assess the community feedback and the potential for relocation and managed retreat proposals to affect the community's enjoyment of the area and for any effect on the Esquimalt Lagoon Migratory Bird Sanctuary Federal Protected Area.
- i) The Consultant shall assist the Transportation and Public Infrastructure Committee and Council by attending public meetings where Council will determine a plan which best meets Colwood's objectives.



## 4.2. Deliverables

The findings of the study shall be contained in four reports outlined below, all of which must describe the methods and sources of information used to arrive at the results with any required cautions or limitations regarding assumptions made or areas of uncertainty.

- a. An initial report detailing the estimated flood construction level and its location for a 1 metre and 2 metre sea level rise respectively for the settled area of the water front from the southern boundary of the DND lands to the north through to the south end of Ocean Boulevard approximately 350 metres south of the existing pump station. Since the protective effect of the Coburg peninsula will have an effect on the shape of these lines of flood construction level, the anticipated effects on the peninsula are to be described. The City acknowledges that estimates of the progress of sea level rise by various authorities vary and are changing with time. Therefore the City accepts that this report will necessarily be accompanied by estimated risk levels for each scenario and may need to be presented as ranges of possibilities for each scenario. For each of the sea level rise scenarios plus the current situation, the tsunami flood construction level shall also be estimated and shown on the drawings.
- b. A second report detailing three proposed locations for the pump station with estimated costs including the costs of mitigation for the neighbourhood and for setting up a system of managed retreat to deal with those existing buildings that are too low to use existing pipes to drain to the new location. The findings of this report are to be in an executive summary and a comprehensive technical report. The contents of the report shall include, but not be limited to: analysis of financial, social and environmental costs and benefits of the three potential locations to relocate the existing Ocean Blvd Pump Station. If the consultant feels that works to extend the life of the protective effect of the Coburg peninsula are a worthwhile alternative to consider in protecting the new pump station location (with the benefit of collateral protection of other existing buildings and infrastructure) this shall be presented to the City as a proposed addition to the contract.
- c. A third report containing the results of the consultations with the public. This to be produced in close collaboration with staff attending the public consultations.

- d. A fourth report containing, for the location chosen by Council, a conceptual design of the pump station, any mitigation measures required to make the pump station acceptable in its location and managed retreat measures with separate budget estimates for each.

After review of each draft report by the City and the incorporation of agreed changes, each final report will be delivered in the following formats:

- a. Printed and bound – 3 copies
- b. Digital copy in Word format on a USB memory stick.
- c. Digital copy in PDF format on the above memory stick.
- d. Digital concept drawings of the proposed works are also to be provided in AutoCAD format prepared to scale and to UTM NAD83 Zone 10 coordinates on the memory stick.

## 5. Assumptions and Constraints

The following assumptions and constraints are applicable to the project:

- a) The consultant may not assume that the most recent 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 must provide methodology and results for a best estimate of likely sea level rise and timing considering the most recent estimates from a variety of sources.
- b) The successful proponent will operate out of their own office. No office space will be provided by the City of Colwood for work associated with this project, however, space will be provided for review of background materials and for holding meetings associated with this project.
- c) Payment from the City for consulting services associated with this project will be made directly to the Consultant only after detailed invoices are submitted to the City for said services.



## 6. Project Schedule

Following are proposed milestone dates for the project:

- |                                   |                              |
|-----------------------------------|------------------------------|
| a) Request for Proposals issued   | Tuesday, July 05, 2016       |
| b) Submission of Proposals        | Thursday, July 28, 2016      |
| c) Colwood – Consultant Agreement | Wednesday, August 31, 2016   |
| d) Submission of draft report 1   | Wednesday, October 12, 2016  |
| e) Submission of draft report 2   | Wednesday, November 23, 2016 |
| f) Submission of draft report 3   | Wednesday, February 15, 2017 |
| g) Submission of draft report 4   | Wednesday, March 15, 2017    |
| h) Submission of final reports    | Wednesday, April 26, 2017    |

## 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)

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

Sewer Master Plan (KWL 2013)

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

Ocean Boulevard Pump Station Protection Plan (KWL July 2016)

## **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.

## **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 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: [nbrooks@colwood.ca](mailto:nbrooks@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-2016-03 Ocean Boulevard Pump Station Relocation Plan."

Proposals will be received at Colwood City Hall before 3:00 PM local time on Thursday, July 28, 2016. 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.