

# Request for Proposals: RFP-2015-03 Sooke Rd – Metchosin Rd Sewers

Robert Boyle Closing Date: Tuesday, July 14, 2015

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## **1. TERMS OF REFERENCE**

## 2. **Project Overview**

The City of Colwood proposes to retain a qualified consultant to provide design, tendering and field services for the extension of a gravity sanitary sewer by approximately 800m on Sooke Road and Metchosin Road. The location of the work area is shown in Attachment 1. The work shall begin at the existing end of the sewer in Sooke Road north east of the Metchosin Road junction and end at the south eastern boundary of 3156 Metchosin Road.

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)

#### 4. Scope

The scope of the services provided will include preliminary design, detailed design, assistance during tendering, general field services and resident field services during construction including the preparation of record drawings and shall encompass the tasks that are required to accomplish the following objectives and provide the following deliverables.

## 4.1. Project Objectives

- 1. Provide the City with a complete functioning sewer on Metchosin Road from the end of the existing sewer on Sooke Road to a point where 3156 Metchosin Road can be serviced.
- 2. Ensure that the completed sewer fits with the other infrastructure that already exists or which will be required in the future.
- 3. Ensure that no opportunity is lost to allow future extensions of the sewer south east along Metchosin Road.

## 4.2. Preliminary Design

The preliminary design phase shall include but not necessarily be limited to the following:

- a) Review documents listed in Section 6.
- b) Deliverable a detailed project schedule.
- c) Prepare a design memorandum for approval of the City detailing the criteria and parameters that will be used for the detailed design.

## 4.3. Detailed Design

The detailed design phase shall include, but not necessarily be limited to the following:

- a) Consult with parties and agencies affected by the project and determine design restrictions and requirements. In addition to the City, these will include the Capital Regional District Integrated Water Services, BC Hydro, FortisBC Gas, Shaw Cable, Telus and others.
- b) Field Survey determine the location and elevations of all features, utilities and structures that will affect the construction of the sewer. Underground utilities important to the design and/or construction will be excavated by or under the direct supervision of the utility owner. The City will pay the cost of excavation equipment and operator and temporary restoration if these are required.
- c) Soils Investigation the character of soils and ground water that may affect the design and/or construction will be determined. The City will pay the cost of excavation equipment and operator and temporary restoration if these are required.
- d) Detailed Design and Preliminary Construction Drawings preliminary drawings will be submitted to the City for review and approval. The detailed design drawings shall include: connection to the existing sewer on Sooke Rd, plans and profiles of the sewer including alignment, service laterals to specified properties, and details such as manholes, bedding, backfill and restoration. Also traffic lane/curb alignment based on requirements from the Transportation Master Plan will be required to ensure no conflicts in the future. AutoCAD drawings are to be prepared to scale and to UTM NAD83 Zone 10 coordinates. Drafting standards and layering conventions will be provided by the City.
- e) Draft Construction Contract Documents draft documents will be submitted to the City for review and approval with the detailed construction drawings. The contract shall be based

on the Master Municipal Construction Documents. Technical specifications shall include the City of Colwood standards where applicable.

- f) Estimated Cost the cost of the works included in the construction drawings and draft contract documents will be estimated.
- g) Final Contract Documents Including Construction Drawings the construction drawings and draft documents will be finalized, taking into account the comments of the City. The City will do a final check to ensure comments have been incorporated. The City will be provided with three hard copies of the documents incorporating the professional seal of the responsible engineer. A digital copy of the contract documents shall be provided in Word Document format and digital copies of the drawings shall be provided in AutoCAD and pdf formats.
- h) The City may commence a Local Area Service process and the Consultant will assist the City with that process as requested and this shall be an extra to the contract.

#### 4.4. Assistance During Tendering

The City will place an advertisement on BC Bid for the Invitation to Tender for Contractors and may advertise elsewhere as well. In the tendering process the Consultant will:

- a) Prepare written responses to questions from tenderers and if necessary prepare addenda. No verbal responses to questions from tenderers will be given during the tendering process. The City shall transmit responses to tenderers and update information on BC Bid.
- b) Site meeting the Consultant will arrange for and attend a site meeting for tenderers, record attendance, provide minutes of the meeting and describe answers given to questions. The City shall transmit the minutes to the tenderers.
- c) Tender evaluation the Consultant shall attend the tender opening and evaluate tenders received for price, completeness, contractor qualifications and past performances on similar projects.

## 4.5. General Field Services

General field services shall include but not necessarily be limited to the following:

- a) Quality control site visits by the responsible professional engineer.
- b) Review of shop drawings.
- c) Review of material test reports or certification.
- d) Certification of progress estimates.
- e) Management and supervision of on-site field service personnel.
- f) Notices as required by the contract documents.
- g) Certification of record drawings.
- h) Attendance and provision of evidence if arbitration is necessary to resolve disputes, as provided by the contract General Conditions.

## 4.6. Resident Field Services

The resident field services shall include but not necessarily be limited to the following:

- a) Provide benchmarks and other reference points for the layout of the works by the Contractor.
- b) Inspect the materials and performance of the work on a full time basis to ensure the quality and provisions of the contract are followed.
- c) Perform the responsibilities of the Consultant as specified in the contract documents.
- d) Ensure that the contractor's traffic management plans are prepared in advance and reviewed before implementation such that they will provide safe passage for vehicles, bicycles and pedestrians including those using mobility aids of any kind. Also monitor implementation of traffic management plans such that they are equal to or better than the original plans.
- e) Maintain clear and detailed records of the contract performance including diaries, scheduled reporting and photographs.
- f) Prepare record drawings.
- g) Provide weekly progress reports to the City including any unusual or notable occurrences on site.

## 5. **Project Schedule**

Following are proposed milestone dates for the project:

a)	Request for Proposals issued	Monday, June 22, 2015
b)	Submission of Proposals	Tuesday, July 14, 2015
c)	Colwood – Consultant Agreement	Tuesday, August 18, 2015
d)	Progress Report at Halfway Point	To be provided by the proponent
e)	Submission of Project Summary Report	To be provided by the proponent

## 6. Background Information

The existing information listed below is to be reviewed and assimilated into the project. The Consultant may search for other existing information related to the project.

- 1. City of Colwood Sewer Master Plan, Kerr Wood Leidal consulting engineers, May 2013.
- As-built drawing Hatley Park Shopping Centre Offsite Sewer, Westbrook Consulting Ltd., March 2011.
- 3. City of Colwood digital mapping

This information may be reviewed by proponents at Colwood City Hall by appointment.

The City of Colwood takes no responsibility for the accuracy or completeness of the information described above.

## 7. Evaluation of Proposals

#### 7.1. General

Proposals received will be evaluated by a committee that may include three members of the City's engineering department.

#### 7.2. 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. General related experience; and
  - iii. Local office resources, experience and operations.
- b) Personnel, Project Manager and Team Members including:
  - i. Experience on similar projects;
  - ii. Experience on related projects;
  - iii. Qualifications; and
  - iv. 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.
- d) Perceived overall value of services proposed.

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

#### 8. Fees

#### 8.1. 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 non-invoice 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.

## 8.2. 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 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.

If at any time the consultant feels that any particular item of work is extra to the consultant agreement requirements they will be required to inform the City in writing and receive approval in writing before continuing with the work.

# 9. 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.

## **10.** References

The Proponent will name two references who may be contacted concerning the performance of the Proponent on recent, similar projects.

## 11. 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.

## 12. 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.

## **13.** Questions and Clarification

Questions or requests for clarification regarding this Request for Proposals shall be directed to:

Robert Boyle City of Colwood 3300 Wishart Road Colwood, BC V9C 1R1 Phone (250) 478-5999 Fax (250) 478-7516

#### e-mail: ncreamer@colwood.ca

Answers to substantive questions will be transmitted to all consultants who have notified the City of their intention to submit a proposal.

## 14. 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. 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 plus any negotiated changes to any of the foregoing.

## **15.** Authorization

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

# 16. Submission Date, Time and Place

One signed copy, and one copy in PDF format, of the proposal will be delivered or 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: 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 "**Proposal for RFP-2015-03 Sooke Rd – Metchosin Rd Sewers.**"

Proposals will be received at Colwood City Hall before 3:00 PM local time on Tuesday, July 14, 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.

