

REQUEST FOR PROPOSALS



Dragon Hill Reservoir - Demolition and Removal



Closing Date and Time: April 24th, 2024, 2pm Local Time

Project Contact:

Brad Emslie, Capital Works Project Manager

Date Issued: April 9th, 2024

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1. Project Overview

The City of Quesnel is seeking proposals from qualified individuals or firms to carry out the demolition and removal of the old Dragon Hill Reservoir at 1010 Carson Pit Rd. To be considered for this project, proponents must propose an appropriate team, present a workplan for completing the work, and demonstrate suitable knowledge and relevant historical experience. This Request for Proposal (RFP) describes the services sought by the City of Quesnel, the Proposal requirements, and sets out the City's RFP process, evaluation, and selection process.

The contractor will perform all aspects of the demolition in a controlled and safe manner. Removal and disposal of all materials will include concrete footings, foundations, walls, floors, pads, rebar, access ladder, roof vents, Styrofoam, above and below ground overflow and watermain piping, chain-link fencing and all valve chamber and electrical components. All below ground piping will be removed and plugged with concrete inside the existing fenced area containing the concrete reservoir.

2. Project Goals and Objectives

The intended project outcome is to demolish and remove the old Dragon Hill Reservoir and restore surface to its natural state.

The contractor will be responsible for providing all personnel, equipment, and necessary materials to safely carryout and complete works as outlined below;

- Strip existing vegetation within project boundaries;
- Provide protection to prevent impact or damage of newly constructed reservoir and fencing prior to demolition and maintain 1.5m distance from new fencing at all times;
- Not damage existing subsurface infrastructure outside of project boundary;
- Separate and dismantle concrete reservoir materials for disposal.
- Remove and transport stripping's and demolition waste materials in a manner that will prevent spillage on adjacent surfaces and roadways;
- All concrete must be transported to 950 Carson Pit Rd next to the city landfill where it is to be processed. Processed concrete will be stockpiled at the processing area.
- Processed concrete shall be crushed at 150mm or less. Rebar must be removed from processed concrete no greater than 150mm in length or as approved on site by the City Project Manager;
- Identify and determine the nature and scope of other materials to be disposed of in a lawful manner;
- Remove existing chain link fence and components within project boundaries; and
- Import and compact city supplied material for backfilling, site grading, landscaping and seeding.

No items will be salvaged by the Owners from the structure scheduled for demolition after **May 18th, 2024**, after which time, there are no aspects of the contents or structure to be protected and demolition may commence. No on-site sale of demolition, salvage or recyclable material is permitted. All salvaged materials, excluding concrete, become the property of the Contractor.

Proponents will be responsible for reviewing Appendix B, Concrete Reservoir Drawings, to calculate material disposal quantities.

Transportation of waste materials that require the use of the landfill scale must take place during landfill hours of operation.

All permits and licenses necessary for the completion of the work shall be secured by the Proponent. The Contractor shall be responsible for all underground service locates prior to starting work.

After demolition and removals, the site shall be inspected by the city prior to backfilling. Backfilled areas shall be compacted with material provided by the City of Quesnel. City supplied material will be stockpiled adjacent to the concrete processing location identified on Appendix A, Location Map. The Contractor will be responsible for providing equipment to load and transport material to the demolition site. Site grading shall be such that positive drainage is achieved with no low spots or depressions.

The Proponent is responsible for site safety including worker and public safety during all hours for the term of the project. The site shall be secured during the demolition and until all the debris is removed and site is safe for the public. No waste or salvaged materials from other projects or properties shall be placed on the project properties. The demolition schedule shall be arranged so not to interfere with the surrounding public streets, roads or trails. Access to the new reservoir must be maintained for city utilities crews to perform maintenance or emergencies.

3. Non-Mandatory Site Visit

A non-mandatory site meeting will be held on **Thursday, April 18th, 2024, at 10:30am**.

Each Proponent will satisfy itself of the conditions of the site, structures and their surroundings with respect to risks, contingencies and other circumstances, which may influence its proposal, including, without limiting the generality of the foregoing:

- laws and regulations;
- the nature and location of the site;
- general and local conditions of the site, particularly those bearing upon transportation, disposal, handling and storage of materials;
- availability of labor, water, and electric power;
- the character of equipment and facilities required prior to and during the work; and
- all other matters that can in any way affect the progress, performance or cost of work under the Contract.

The Proponent shall not claim, at any time after submission of a Proposal, that there was any misunderstanding of the terms and conditions of the Contract relating to the conditions of the site.

Proponents are advised that all persons visiting the site must provide their own safety equipment (CSA approved safety hard hats, safety boots, and safety glasses). Persons who do not have the proper safety equipment will not be permitted on site.

4. Pre and Post Demolition

Prior to the start of on-site work, the Contractor must meet on-site with representatives of the City to review the methods, procedures, site protection and schedules related to the demolition. The following will be discussed:

1. Inspect and discuss the condition of the structure to be demolished.
2. Review and finalize the demolition schedule.
3. Review and finalize the site protection requirements.
4. Review procedures for noise and dust control.

The Proponent shall contact the City to inspect the site after all materials have been removed. A final inspection must be arranged at the completion of the project or no later than **July 15th, 2024**.

5. Background

The 500,000 gallon concrete reservoir was constructed in 1984 and supplied water to various area of Quesnel. In 2023, the City of Quesnel constructed a new, 540,000 gallon reservoir that replaces the concrete reservoir built in 1984.

6. Definitions

“Best Value” means the value placed upon quality, service, past performance, and price.

“Closing Date and Time” means Thursday April 24th, 2024, at 2:00 p.m. (PT).

“CAO” means the Chief Administrative Officer of the City of Quesnel.

“Proponent” means a person, firm, or corporation having a direct contract with the City of Quesnel to provide the services outlined in the RFP.

“Contract” means a written agreement between the City of Quesnel and the Successful Proponent resulting from this RFP.

“City” means the City of Quesnel.

“Project” means the Demolition, Removal and Restoration;

“Proponent” means a party submitting a Proposal to this RFP.

“Proposal” shall mean the Proponent’s submission to the RFP.

“Proposal Review Committee” means the team of qualified staff appointed by the CAO (Chief Administrative Officer) to review and assess Proposals.

“RFP” means this Request for Proposal.

“Request for Proposal” includes the documents listed in the index of the Request for Proposal and any modifications thereof or additions thereto incorporated by addenda before the close of the RFP.

“Successful Proponent” means the Proponent submitting the most advantageous RFP as determined by the City of Quesnel.

7. Content of Proposal

7.1. APPLICABLE LAWS

The law applicable to this RFP shall be the law in effect in the Province of British Columbia. Except for an *appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP* shall be brought or maintained in any court other than in a court of the appropriate authority of the Province of BC.

In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications, and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations, or codes applicable to the Works, the more restrictive shall apply. All references in the RFP to statutes and regulations thereto and City bylaws shall be deemed to be the most recent amendments thereto or replacements thereof.

7.2. COPYRIGHT

All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the City of Quesnel, shall remain the property of the City of Quesnel.

7.3. INCONSISTENCY BETWEEN PROVISIONS

In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) addenda; (2) RFP; (3) Special Conditions; (4) Specifications; (5) Drawings; (6) Executed Form of RFP; (7) all other documents.

7.4. HEADINGS

Headings are for convenience only: headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.

7.5. PAYMENT

Method of payment is governed by City policy as well as applicable federal and provincial law.

7.6. ENTIRE AGREEMENT

The RFP, accepted proposal, and City Contract represent the entire Agreement between the City and the Successful Proponent and supersede all prior negotiations, representations, or agreements either written or oral. The Contract may be amended only by written instrument agreed and executed by the Successful Proponent and the City.

8. Request for Proposals Process

8.1. NOT A TENDER CALL

This RFP is not a tender call, and the submission of any response to the RFP does not create a tender process. This is not an offer to contract by the City.

8.2. NO OBLIGATION TO PROCEED

Though the City fully intends to proceed through the RFP, the City is under no obligation to proceed to the purchase, or any other stage. 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. There is no guarantee by the City, its officers, employees, or agents that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the City.

8.3. ADDENDA AND SUBSEQUENT INFORMATION

Proponents are advised that all subsequent information regarding this RFP including any addendum will be posted on the City's website. Addenda may be issued up to 48 hours prior to the Closing Date and Closing Time. After this time, the RFP will be considered complete, and no further Addenda will be issued.

8.4. ELIGIBILITY

Proposals will not be evaluated if the Proponent's current or past corporate or other interest may, in the City's opinion, give rise to a conflict of interest in connection with the RFP.

8.5. CONFLICT OF INTEREST

Any potential or perceived conflict of interest must be disclosed to the City in writing together with the proposal documents. Any conflict of interest identified will be considered and evaluated by the City. The City has the sole discretion to take the steps it deems necessary to resolve the conflict. If during the term of the Contract, a conflict or risk of conflict of interest arises, the Proponent will notify the City immediately, in writing, of that conflict or risk and take any steps that the City requires to resolve the conflict.

9. Pre-RFP Information and Evaluation

9.1. COST OF PREPARATION

Any cost incurred by the Proponent in the preparation of this Proposal will be borne solely by the Proponent.

9.2. INTENTION OF THE CITY

The Proponent that submits to the City the most advantageous Proposal and which represents the interests of the City, best overall, may be awarded the contract. The City reserves the right to accept or reject all or part of the RFP, however, the City is not precluded from negotiating with the Successful Proponent to modify its Proposal to best suit the needs of the City.

9.3. REJECTION OF PROPOSALS

The City reserves the right to reject, at the City's sole discretion, any, or all Proposals, without limiting the foregoing, any Proposal which:

- is incomplete, obscure, irregular, or unrealistic;
- has non-authorized (not initialled) erasures or corrections in the Proposal or any schedule thereto;
- omits or fails to include any one or more items in the Proposal for which a price is required by the RFP;
- fails to complete the information required by the RFP to be furnished with a Proposal; and /or
- fails to complete the information required whether the same purports to be completed or not.

Further, a Proposal may be rejected based on the Proponents past performance, financial capabilities, completion schedule and compliance with Federal, Provincial, and/or Municipal legislation. As it is the purpose of the City to obtain a Proposal most suitable to its interests and what it wishes to accomplish, the City has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed to provide the best value to the City.

9.4. EVALUATION CRITERIA

Proposals will be checked against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. If all submissions do not meet the City's mandatory criteria, it shall remain the City's sole discretion to evaluate submissions and reject all or award to the Proponent with the highest overall ranking.

9.5. SCORED EVALUATION CRITERIA

Proposals meeting the mandatory requirements will be further evaluated based on predetermined criteria and weighting as detailed below:

9.5.1. EXPERIENCE – 20%

- Specialties or capabilities of the Proponent.
- Provide evidence of being able to successfully perform this work.
- Credentials of staff or subcontractors assigned to this project.
- Demonstrated experience with demolition and removals of similar structures.
- Relevant references included with submission and feedback received if contacted.

9.5.2. APPROACH AND WORKPLAN – 35%

- Explanation of the approach and workplan to be used for the demolition and removals.
- Schedule and dates identifying project work phases.
- List equipment that will be used for the demolition and disposal.

9.5.3. BUDGET & FEE – 30%

- How reasonable the budget is for each aspect of the proposal and the proposed fee for the work identified?
- The fee is competitive with regards to the project budget and other proposals received.
- The breakdown of the proposed fee/budget is explained in detail.

9.5.4. PROPOSAL SUBMISSION – 15%

- Completeness and clarity of the proposal.
- Quality of the proposal.
- Proposal should be 25 pages or less.

Points	
Experience	20
Approach and Workplan	35
Budget & Fees	30
Proposal Submission	15
Total	100

9.6. EVALUATION COMMITTEE

Evaluation of Proposals may be made by an Evaluation Committee formed by the City.

Awards will be made based on the best value offered, and the best value will be determined by the City. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses, and references shall all be taken into consideration.

9.7. CONFIDENTIALITY OF CITY'S INFORMATION

All Proponents and any other persons who, through this RFP process, gains access to the City's confidential financial information, 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 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 this RFP process. Information pertaining to the City obtained by the Proponent because of participation in this process is confidential and must not be disclosed without written authorization of the City.

9.8. CLARIFICATION

The City reserves the right to seek Proposal clarification with the Proponents to assist in making evaluations.

The City reserves the right to:

- consider and analyze Proposal submissions;
- reject any Proposal it considers not in its best interest;
- to meet with the Proponents, either individually or collectively, to discuss the RFP and their submissions;
- after identifying the preferred Proponent, to negotiate any changes, amendments, or modifications with the preferred Proponent, without offering the other Proponents the right to amend their Proposals;
- to cancel the RFP at any time without incurring liability to any Proponent;
- to reject any or all Proposals;
- to accept any Proposal whether complete or not;
- not to accept the Proposal with the lowest fee; and/or
- to alter any aspects of the RFP in its sole discretion.

It is the nature of the RFP process that the RFP and/or the Proposal in response to the RFP will not constitute a binding Contract but will only form the basis for the Services Contract and does not mean that the Proposal is necessarily acceptable in the form submitted.

9.9. ACCEPTANCE OF PROPOSAL

The City shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved Proposal. No act of the City other than written notice signed by the City's Corporate Officer shall constitute an acceptance of a Proposal. Such acceptance shall bind the Successful Proponent to execute in a manner satisfactory to the City.

9.10. NEGOTIATION DELAY

If a written Contract cannot be negotiated within 30 days of notification to the Successful Proponent, the City may, at its sole discretion at any time, thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

9.11. INQUIRIES AND CONTACT DURING THE RFP PROCESS

General inquiries related to this RFP are to be directed to:

Brad Emslie, Capital Works Project Manager

bemslie@quesnel.ca

Please use subject line: **RFP Dragon Hill Reservoir - Demolition and Removal**

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP or having any doubts as to the meaning or intent of any provision should immediately notify the above-noted project contact.

If there are any changes, additions, deletions to the Proposal scope, conditions or closing date, an Addendum issued by the City will be posted on the City website (www.Quesnel.ca). All Addenda are to become part of the Proposal documents. Verbal discussion with City staff shall not become part of the RFP or modify the RFP unless confirmed by written Addendum.

Inquiries and responses will be recorded and may be distributed to all Proponents at the City's option. Questions will not be accepted or answered within 48 hours of the Closing date and time.

9.12. SUBMITTAL DEADLINE AND INSTRUCTIONS

Delivery of Proposals to Brad Emslie at bemslie@quesnel.ca will be acknowledged as received through a reply e-mail confirming receipt of the proposal, stating the full document has been received in a satisfactory format. This acknowledgement does not include any automatic replies from the receiving e-mail. The proponent is responsible for ensuring they receive confirmation of receipt. The City shall not, under any circumstances, be responsible for delays caused by failure the documents. All Proposals and any amendments thereto must be acknowledged as received prior to the closing date and time.

Proposals must be received by 2:00 p.m. (local Quesnel time) on Tuesday, April 24th, 2024, by:

Brad Emslie, Capital Works Project Manager at bemslie@quesnel.ca

SUBJECT LINE OF EMAIL MUST clearly state: 1) name of proponent and 2) program title.

XYZ Company

RFP Dragon Hill Reservoir - Demolition and Removal

9.13. AMENDMENTS TO PROPOSALS

A Proponent may amend or revoke a Proposal by giving written notice to the City delivered by e-mail to bemslie@quesnel.ca. Any amendments received after the Closing Date and Closing Time will not be considered and shall not affect a Proposal, as submitted.

An amendment or revocation must be delivered by an authorised signatory of the Proponent.

If a proposal amendment is not acknowledged as received by the City, it is the proponent's responsibility to contact the City to ensure the amendment is received before the Closing Date and Closing Time. The City shall not be liable to any Proponent for any reason if an email is not properly received.

10. Proposal Preparation

Please follow the following format for proposal submissions:

Title page Showing proponent's contact information.

Methods: Detailed description of proposed workplan as per section 9 above.

Timeline: Proposed timeline of project. (Project must be complete by July 15th, 2024)

Budget: Proposed budget and proposed fee schedule tied to deliverables and timelines.

Personnel: A complete listing of all personnel that will be involved in the project, a brief description of their background, their role in the project, and descriptions of similar relevant work completed. Samples of similar relevant references are preferred.

11. Additional Terms

11.1. Business License

The successful proponent must possess a City of Quesnel business license and will be required to provide evidence of same at contract start.

11.2. WorkSafeBC

The proponent must be registered and remain in good standing, throughout the terms of this contract with WorkSafeBC and will be needed to provide evidence of the same at contract start.

11.3. Bonding

The preferred proponent will be required to provide a Labour and Materials Payment Bond, and a Performance Bond, each in 50% of the contract price. A Bid Bond is not required.

12. Insurance Protection and Damage

The proponent shall, at their own expense, provide and maintain to the Municipality until the completion of the contract the following insurance in a form acceptable to the Municipality with an insurer licensed in British Columbia:

Commercial General Liability \$5,000,000.00

Automobile Liability Insurance \$2,000,000.00

The proponent shall be responsible for any deductibles or reimbursement clauses within the policy. The proponent shall be responsible for ensuring that their insurance policy covers.

13. Reference Documents

Appendix A – Location Map

Appendix B – Concrete Reservoir Drawings

Appendix C – New Reservoir Site Plan and Project Boundary