

Request for Proposal

RFP#AC 2015

Arn Canal Improvement Project

Issued: April 23, 2015

Closing Time: 4:00pm, May 29th, 2015

Closing Location: Pemberton Valley Dyking District Office

1381 Aster St, Pemberton BC, V0N 2L0

Contact Person: Steve Flynn

604 894-6632, Cell 604 698-6634

Email: steve@pvdd.ca



PO BOX 235 1381 Aster St, Pemberton, BC V0N 2L0

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PEMBERTON VALLEY DYKING DISTRICT

DESCRIPTION OF REQUIRED SERVICES

1. PROJECT OVERVIEW

The Pemberton Valley Dyking District (PVDD) invites Requests for Proposals for manually cleaning vegetation from the Arn Canal in order to maintain adequate flow conveyance for flood protection purposes. The work will be done between August 1 and September 15, 2015 and will be done in accordance with the conditions stated in this RFP and under the direction of the PVDD Operations and Maintenance Manager.

The RFP asks for a price that includes the equipment, materials, and labour required to carry out the scope of work. If permits for this work are not received from the senior government agencies, this project will not proceed.

2. SPECIFIC PROJECT REQUIREMENTS

2.1. SCOPE OF WORK

The PVDD is required to carry out periodic vegetation cleaning of the Arn Canal in order to ensure adequate flow conveyance for flood protection purposes. The Arn Canal is a fish bearing stream and as such all work at or below water line (working in the water) will be accomplished utilizing hand crews and hand tools over a distance of approximately 2.5 kms. A good understanding of the vegetation to be removed will be required by the Proponent to ensure adequate quality control is in place so that only the required vegetation is removed in the riparian zone that exist along the waterway. The vegetation consists of clumps of Canary grass, small stemmed plants, small Cotton Wood trees (5cm at butt), small Alder trees (10cm at Butt). Once the vegetation has been removed from the wetted area of the Arn Canal it will be possible to then remove the vegetation utilizing a small machine and dispose of the Material to a location as arranged for by the Proponent. Not all areas will have machine access and in this case the vegetation will be moved to the top of bank and left.

2.2. CONSTRUCTION REQUIREMENTS

As the work in the water is to be conducted by hand there will be a requirement for hand tools. Type and quantity of hand tools will be at the discretion of the contractor. Tools that will be acceptable to the PVDD include:

- Manual Shears
- Rakes
- Shovels
- Small gas powered hand tools such as a brush cutter or chain saw.

Other types of tools may be approved at the discretion of the PVDD.

It is anticipated by the PVDD that in order to complete the project between August 1 and September 15th, 2015 that a minimum crew size will be in the order of 8 personnel, however the crew size will be left to the discretion of the Proponent but must be of sufficient size to ensure the project is completed in a timely manner and during the work window with a margin for unforeseen delays.

All equipment used for this project must be free of fluid leaks and be pressure washed prior to starting the work. All excavators and equipment used for this project must use Environ hydraulic oil (or an approved equal) and must have a spill kit and staff trained on the use of these spill kits. Any equipment found not meeting these requirements will be



immediately removed from the jobsite by the contractor and replaced with equipment that does meet the requirements, at the contractor's expense.

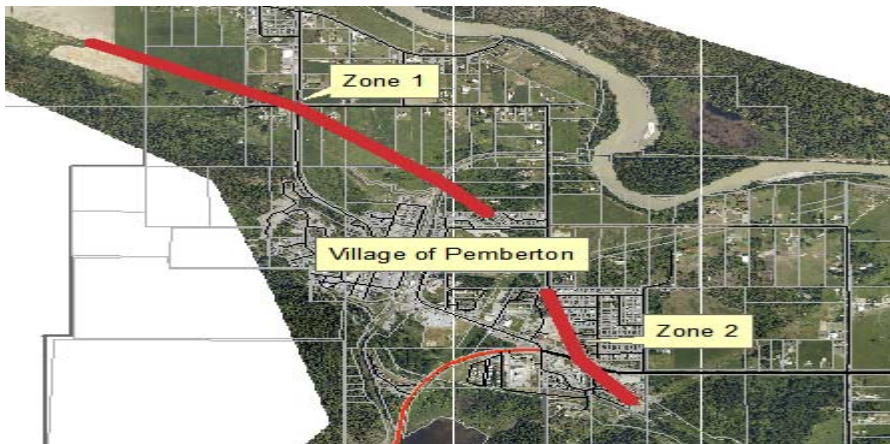
All personnel working on the project must have adequate protective clothing including waders and personal floatation devices.

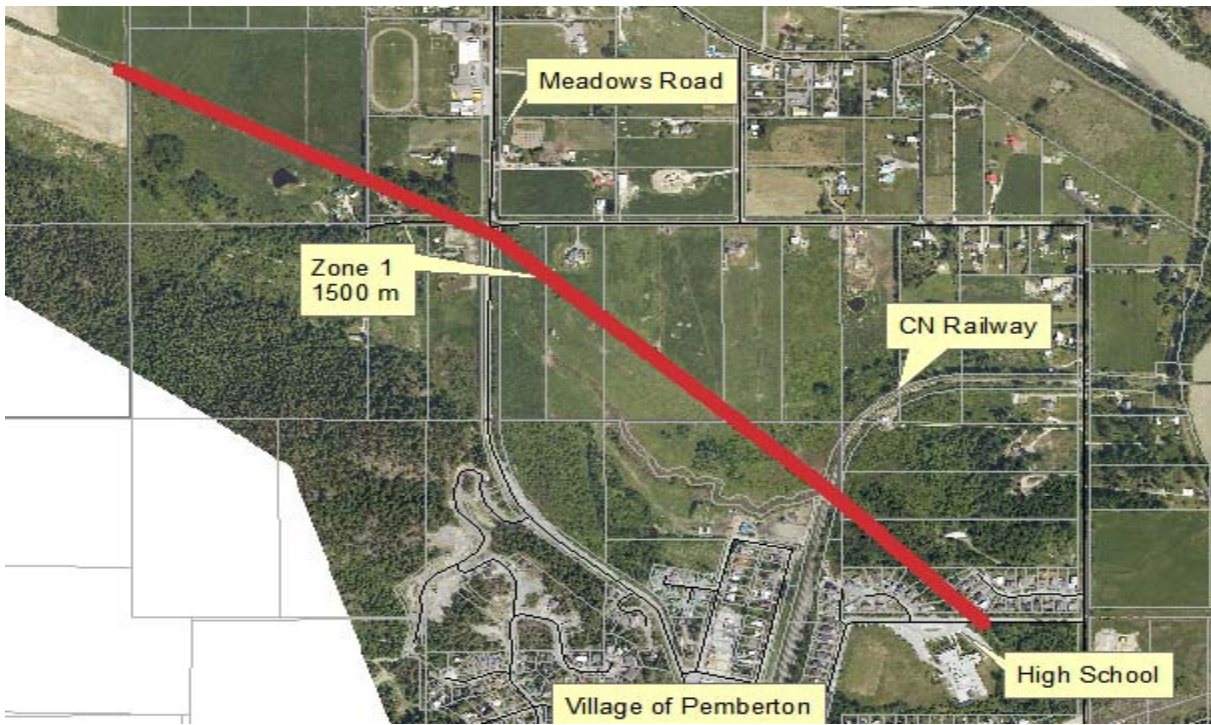
It is preferred but not mandatory that the successful contractor have past in-stream work experience. Please list the Contractor's relevant experience in Schedule B.

Any proposed sub-contractors must be identified in Schedule B.

2.3. LOCATIONS

The Project is divided into two zones, zone 1 north of the Pemberton High School – 1500 m, and Zone 2 below the Pemberton High School running south to the outlet under Pemberton Creek dyke – 1000m - Maps below.





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2.4 ITEMS FOR PRICING

Items for pricing are listed in Schedule A – Quantities and Prices at the end of the tender document.

2.5 PROJECT SCHEDULE

The work for this project must be done with authorization from Fisheries and Oceans Canada and the Provincial FLNRO. The PVDD has not yet received authorization, but it is anticipated that the permitted schedule for the work will be from August 1, 2015 to September 15th, 2015. In order to minimize disturbance to the water course it will be important that once the project has started it will need to be completed in a very timely manner.

2.6 Viewing



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It will be possible to arrange a viewing as required by the interested Proponents on a case by case basis by contacting Steve Flynn – PVDD Operations and Maintenance Manager email: steve@pvdd.ca or cell 604 698-6634.

3. EVALUATION CRITERIA

The PVDD reserves the right to select the Proposal best suited for this project and may evaluate Proposals on the criteria listed below.

The PVDD has disclaimed any intention to assume contractual or other obligations to Proposals during the RFP process partly to ensure that it retains maximum flexibility in regard to whether it proceeds, whether it proceeds with one of the Proposals, or how it will evaluate Proposals. While the PVDD intends to evaluate Proposals as fairly as possible, RFP responders should be aware the PVDD may evaluate Proposals on any basis whatsoever, whether specifically identified in this document or not. RFP responders should be aware that various matters may be considered by the PVDD when evaluating Proposals, including, for example:

- Whether, or to what extent, a Proposal has complied with the RFP requirements set out in this document
- The PVDD's assessment of the ability of the Proponent to successfully perform the work
- The Proponent's past experience with working in and around a stream
- Total costs for the work program based on the estimated quantities
- The nature of any previous dealings the PVDD has had with a Proponent

The PVDD intends to award the contract to the preferred Proponent by June 5th, 2015.

If a Proposal is determined to be unclear or deficient in some aspects, but these deficiencies are capable of being clarified or rectified, the PVDD may prepare a list of questions for the Proponent, to clarify or remedy the deficiencies. If, in the opinion of the PVDD, these clarifications and rectifications do not overcome the deficiencies, the PVDD, at its sole and absolute discretion, may decide to reject the Proposal.

The PVDD may contact any or all of the Proponents to seek further clarification and information before awarding the contract.

4. EXAMINATION OF RFP DOCUMENT

The Proponent shall inform itself as to all aspects of the Work. The Proponent agrees that it is the sole responsibility and risk of the Proponent to satisfy itself as to the practicability of executing the Work in accordance with the Agreement, and it shall be held responsible to have satisfied itself of every particular before submitting its Proposal. Without limiting the above, the Proponent shall, before submitting its Proposal, satisfy itself as to the nature of the Work, equipment necessary for the completion of the Work, and in general, shall obtain all relevant information as to risks, contingencies and other circumstances which may influence its Proposal. In submitting its Proposal, the Proponent agrees that it has satisfied itself as to the sufficiency of the RFP for the Work and the prices as stated on Schedule A. These prices shall cover all its obligations under the Agreement, and all matters necessary to the proper completion of the related Work, and shall include, without limiting the foregoing, the supply of all labour, equipment, materials, supervision, services, together with the Proponent's overhead and profit, except where otherwise expressly provided for by the PVDD. The PVDD is not liable for any expense, damage or loss incurred as a result of any misunderstanding or error by the Proponent regarding the Work and conditions affecting it.



TENDER REQUIREMENTS

1. INSTRUCTIONS TO PROPONENTS

Proponents must include a completed Schedule A and Schedule B, and are to be submitted in a sealed envelope marked Arn Canal Improvement Project RFP - AC 2015 by **4:00pm on May 29th, 2015.**

Tenders are to be addressed to the Pemberton Valley Dyking District at:

RFP – Arn Canal Improvement Project
 Attn: Steve Flynn
 Pemberton Valley Dyking District
 PO Box 235, 1381 Aster Street
 Pemberton, BC. V0N 2L0

No faxed RFPs or amendments will be accepted.

The PVDD is committed to a fair and open process for all parties interested in this RFP. Please direct all queries and questions related to this RFP to Steve Flynn, Operations and Maintenance Manager at steve@pvdd.ca or Office 604 894-6632 or Cell 604 698-6634.

1.1. SIGNED PROPOSALS

The Proposal must be signed by the person(s) authorized on behalf of the Proponent or company and binds the Proponent to the statements made in the Proposal.

1.2. IRREVOCABILITY OF PROPOSALS

At the appointed closing time, all Proposals become irrevocable for 60 days. By submission of a Proposal, the Proponent agrees that should its Proposal be selected, the Proponent will enter into a contract with the PVDD.

2. SUMMARY OF RELATED PROJECT EXPERIENCE

Proponents must include a summary of the proposed equipment and past in-stream work experience in Schedule B.

GENERAL CONDITIONS

1. ADDITIONAL TERMS AND CONDITIONS

1.1. SAFETY

The successful Proponent will take responsibility as the prime contractor for the project as defined in Section 118 of the WCB act.

The contractor will submit a safety plan to the PVDD.

An initial safety meeting including all personnel working on the project must be held prior to the start of the project to discuss all known hazards and the hazard mitigation and safety plans.

A person responsible for the overall safety of the project must be identified by the contractor as the "Safety Officer". The safety officer must be in a position to:



- Foresee potential safety issues and mitigate these issues immediately.
- Monitor the work areas to ensure all safety measures required by Work Safe BC, WCB and the Contractors Safety Plan are adhered to.

1.2. INSURANCE

The successful contractor must provide proof of the following insurance naming the PVDD as additional insured:

1) COMMERCIAL GENERAL LIABILITY:

The insurance shall be in an amount of no less than Two million dollars (\$2,000,000) combined single limit for bodily/personal injury including death and/or property damage to or destruction of property (including loss of use) caused by an accident or an occurrence and shall include a) contingent employers liability, b) products and completed operations coverage, c) non-owned automobile liability, d) sudden and accidental pollution and e) a contractual liability endorsement specifically granting coverage for all liability assumed by the Licensee under this Agreement. This insurance policy must name the Pemberton Valley Dyking District as additionally insured and shall contain a cross liability clause.

2) AUTOMOBILE LIABILITY:

During the term of this agreement, the Contractor agrees to purchase and maintain, at its sole cost and expense, Automobile Liability insurance on all licensed vehicles for this project owned by, hired, leased to or on behalf of the Contractor, its sub-contractors, servants or agents in an amount of no less than TWO million dollars (\$2,000,000) per occurrence.

3) WORKERS COMPENSATION:

During the term of this agreement, the Licensee agrees to purchase and maintain, at its sole cost and expense, Workers Compensation insurance in amounts no less than the statutory limits and employer's liability/contingent employer's liability in the amount of no less than TWO million (\$2,000,000).

1.3. CHANGES TO THE TENDER WORDING AND CONTENT

The Proponent is entitled to amend its Proposal at any time before the deadline for submission of RFPs. After the closing date and time, the Proponent will not change the wording or content of the Proposal and no words will be added to the Proposal, including changing the intent or content of the presentation of the Proposal

1.4. PROPONENT EXPENSES

Proponents are solely responsible for their own expenses in preparing and submitting the Tender.

7.5. ACCEPTANCE OF PROPOSALS

The PVDD is not bound to accept the lowest priced or any of the submitted Proposals.

7.6. SUBCONTRACTING

Proposed subcontractors must be listed in Schedule B. A joint Proposal submission must indicate which Proponent has overall responsibility for the project.

7.7. AGREEMENT WITH TERMS

The Proponent, through the submission of a Proposal, agrees to all terms and conditions of this RFP.

7.8. ADDENDA

Proponents are required to check the PVDD's website for any updated information and addenda issued before the closing date at www.pvdd.ca. Any changes to the RFP Documentation will be issued by



means of written Addenda and posted on the PVDD's website and will form part of the RFP. No amendment of any kind to the RFP is effective unless it is posted in a formal written Addendum on the PVDD website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all Addenda that are posted on the PVDD's website and deemed to have considered the information for inclusion in the Proposal submitted.

7.9. CONFIDENTIALITY OF INFORMATION

Information pertaining to the PVDD obtained by the Proponent as a result of participation in this project is confidential and must not be disclosed without written permission from the PVDD.

7.10. CONFIDENTIALITY OF TENDERS

The PVDD is subject to the British Columbia Freedom of Information and Protection of Privacy Act. That Act creates a right of access to records in the custody or under the control of the PVDD, subject to the specific exceptions in that right set out in the Act. The PVDD will receive all Proposals submitted in response to this RFP in confidence. Because of the right of access to information created by that Act, the PVDD does not guarantee that information contained in any Proposals will remain confidential if a request for access in respect of any Proposal is made under the Act. Proponents are required to keep their Proposals confidential and must not disclose their Proposals, or information contained in them, to anyone else without the prior written consent of the PVDD.

7.11. PAYMENT

The Proponent's invoices for this contract will be payable, net 30 days, upon submission of monthly progress claims. The invoices must be submitted in a manner acceptable to the PVDD.

7.12. RESPONSIBILITY

The Proponent shall not transfer responsibility to meet the obligations of this contract to a third party without the consent, in writing, of the PVDD project manager.

7.13. NO COLLUSION

Proponents shall not directly or indirectly communicate with any other Proponent regarding the preparation or presentation of their Proposals, or in connection with the RFP engage in any collusion, fraud or unfair competition.

7.14. LAWS OF THE JURISDICTION

Any contract resulting from this RFP will be governed by and will be interpreted in accordance with the laws of the Province of British Columbia.



APPENDICES

A	Schedule A - Quantities and Prices
B	Schedule B - Past Experience & Subcontractors



Schedule A – Arn Canal Improvement Project**Company Name:****Officer of Company:****Company Address:****Phone Number:****Date:****Signature:****Schedule of Quantities and Prices:**

Item	Unit	Estimated Quantity	Unit Price	Extended Unit Price
Labour	\$/hr			
Tools	Lump Sum			
Equipment	\$/hr or \$/day			
Equipment	\$/hr or \$/day			
Equipment	\$/hr or \$/day			
Mob/De-mob	Lump Sum			
Total				



Schedule B – Arn Canal Improvement Project

Company Name:

Officer of Company:

Company Address:

Phone Number:

Date:

Signature:

Past Experience and Sub-Contractors:

Company Experience Working In and Around a Stream:

Operators Experience Working In and Around a Stream:

List of Proposed Sub-contractors:

