



The City of Grand Forks, British Columbia
Request for Proposals

Construction Management Services For Work Package #1.0: Downtown Flood Mitigation Works

Request for Proposals No. **FM2021-18-RFP**

Issue date: **December 5th, 2021**



Request for Proposal Construction Management Services For Work Package #1.0: [Downtown Flood Works]

Note: Due to the ongoing COVID-19 pandemic, this RFP is limited to electronic submissions only via BC Bid.

BC Bid Electronic Submission: One (1) complete electronic Response must be received in accordance with BC Bid instructions for e-bidding before 2:00 PM, Pacific Time, on **December 23rd, 2021**. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at www.bcbid.ca). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is considered as a signature.

A proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.

City Address:

MAIL ONLY:	COURIER/BY HAND:
Attn: Corporate Services P.O. Box 220, Grand Forks, B.C. VOH 1H0	Attn: Corporate Services 7217 – 4th Street Grand Forks, B.C. VOH 1H0

Closing date and time:

One complete electronic Response must be received before **2:00 PM Pacific Time on December 23rd, 2021** in accordance with BC Bid instructions. Only pre-authorized e-bidders registered on BC Bid can submit an electronic Response.

MUNICIPAL CONTACT(S): Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing or e-mail to the following person(s) who will respond if time permits before the Closing Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid through Addenda, or otherwise distributed to prospective Proponents.

Primary: Justin Dinsdale, Director of DMAF, Manager of Capital Projects, Asset Management and Utilities
Secondary: Mr. Ben Stevens, Grand Forks DMAF Project Manager

Primary: jdinsdale@grandforks.ca

Secondary: bstevens@grandforks.ca

RFP QUESTIONS: Questions relating to this RFP and its processes, scope, and / or other content within the RFP must be submitted electronically in writing via electronic transmission (e-mail) to the Primary or Secondary City Contact addresses shown above.

Questions must be received prior to **4:00PM on December 17th, 2021**. Questions received after this time will not be considered for response. Questions received prior to the stipulated time will be reviewed, answered, clarified, or other via written addendum, and sent back electronically to all registered Proponents, and posted on BC BID website. Responses to questions and addendums will be issued **no later than December 21st, 2021 EOD by the City**.

Mandatory: All addendum issued throughout this RFP process must be reviewed and acknowledged in writing in the attached covering letter and noted as read and understood as part of the Proponent's response. Responses received that have not acknowledged all Addenda issued will be considered non-compliant and disqualified from further consideration during the evaluation process.

PROPONENTS' MEETING:

A Proponents' meeting **will** be held before the Closing Time at:

[2:00PM, December 14th 2021]

[Via video teleconference – details to be provided to registered Proponents]

A transcript or video recording of the meeting will NOT be posted. Attendance is **MANDATORY**. Oral questions will be allowed at the Proponents' meeting. However, questions of a complex nature, or questions where the Proponent requires anonymity, should be forwarded electronically, prior to the meeting, to the CITY Contact(s) as outlined above. The City reserves the right to post questions and answers on the BC Bid website.

Note: Proponents must submit their Registration Letter (Appendix A) to attend this meeting.

CONSIDERATIONS FOR PROPOSAL DELIVERY:

The City is **only** taking electronic bids for this Proposal. No hardcopy, or similar written submissions, other materials will be considered for this RFP.

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1 SUMMARY OF THE OPPORTUNITY

After undergoing a major flood event that affected the downtown business core, industrial areas, and residential areas, the City of Grand Forks, BC applied for and received funding from Infrastructure Canada Disaster Mitigation and Adaptation Fund, (DMAF) and the Province of BC to undertake flood mitigation works to protect the City and its residents from similar future flooding and associated erosion events.

To date, the City has undertaken and adopted preliminary design concepts to apply for and receive the above grants, and has continued to develop Detailed Designs of flood defence infrastructure for Downtown, Granby River, North Ruckle, and South Ruckle neighbourhoods. The City has also undertaken floodplain mapping, flood hazard assessment, and various other analyses to understand current and future risks associated with flooding. Detailed design for construction of the Downtown (Work Package #1.0) Flood Mitigation Works is nearing completion.

Further contemplated Flood Mitigation Work Packages to be undertaken over the next 2 years that are geographically located throughout the City are as follows:

The entirety of the program consists of:

- Work Package 1: Downtown Detailed Design & Construction (Current RFP)
- Work Package 2: North Ruckle Design & Construction (Status similar to Work Package #1 above)
- Work Package 3: South Ruckle Design & Construction (Scheduled for 2022-2023)
- Work Package 4: Granby River Dike Design & Construction (Scheduled for 2022-2023)
- Work Package 5: 19th St Erosion Protection (complete)

The City of Grand Forks is now seeking proposals from qualified and experienced Civil Construction Management Firms to undertake the construction management and coordination of physical flood protection works for Work Package #1.0 (Downtown). Generally, this work consists of the construction of Sheet Pile, Reinforced Concrete, and traditionally earth berm dike construction from the Hwy #3 Bridge south to the confluence of the Granby and Kettle River, and then West from the confluence to the height of land located within the City's Central Park located adjacent to the Kettle River.

Further works under this RFP Scope include the construction of approximately 250 meters of large diameter storm water interceptor pipe south down Riverside Drive to the confluence, and the installation of two(2) large stormwater settling forebays and reinforced concrete pump stations. Additionally, there is also a requirement to upgrade and install a new sanitary force main by horizontal drilling under the Kettle River. Furthermore, the proponent will also liaise with and coordinate all city and 3rd party infrastructure revision work associated with and required by Work Package #1.0.

These work packages have been developed to protect the critical infrastructure and industrial core of the City from flood events. Although the currently ongoing work located in North Ruckle(Work Package 2.0) does not form part of this RFP, the works of Work Package #2.0 interconnect with Work Package #1.0 and as such the successful proponent is expected to coordinate their work with consultants and contractors that have been or will be awarded work within WP#2.0 and the contemplated horizontal drilling works in order to achieve harmonious and fully functioning design and construction objectives of the City's Flood Mitigation Program(FMP).

2 RFP PROCESS RULES

2.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

“Addenda” means all additional information regarding this RFP including amendments to the RFP

“BC Bid” means the BC Bid website located at www.bcbid.ca

“City” means the Incorporated City of Grand Forks, British Columbia

“Closing Location” includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable

“Closing Time” means the closing time and date for this RFP as set out on the cover page of this RFP

“Contract” means the written agreement resulting from the RFP executed by the City and the successful Proponent

“Contractor” means the successful Proponent to the RFP who enters into a Contract with the City

“Municipal Contact” means the individual named as the contact person for the City in the RFP.

“Electronic Mail” or **“EM”** means the electronic mail system(e-mail) of the City

“must”, or “mandatory”, “shall”, means a requirement that must be met in order for a proposal to receive consideration

“Request for Proposals” or **“RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the City by Addenda

“should”, “may” or “weighted” means a requirement having a significant degree of importance to the objectives of the Request for Proposals

2.2 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent's proposal. A scanned copy of the signed cover page of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP and including a signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound. When submitting proposals via BC Bid attachment of the e-bidding key to an electronic proposal constitutes the signature of an authorized representative of the Proponent and is acceptable without additional signature.

2.3 Submission of Proposals

- a) Proposals must be submitted before Closing Time to the Closing Location using the submission method set out on the cover page of this RFP. Proposals must not be sent by fax, except in the circumstances set out below. The Proponent is solely responsible for ensuring that the City receives a complete Proposal regardless the method of submittal, including all attachments or enclosures, before the Closing Time.
- b) For electronic submissions (BC Bid or email), the following applies:
 - (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
 - (ii) The maximum size of each attachment must be **20 MB** or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent's internet service provider);
 - (iii) Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g., "email 1 of 3, email 2 of 3...");
 - (iv) For email proposal submissions sent through multiple emails, the City reserves the right to seek clarification or reject the proposal if the City is unable to determine what documents constitute the complete proposal;
 - (ii) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The City will reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted files, or attachments.

- c) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 2.9, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
- d) The City strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- e) Only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year), and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.
- f) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Government Electronic Mail System or BC Bid.
- g) While the City may allow for email proposal submissions (at its sole discretion), the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the BC Bid, The City, or the City's Electronic Mail System being used rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the City or BC BID Contact immediately to arrange for an alternative submission method if:
 - (i) the Proponent's email proposal submission is rejected by the City's Electronic Mail System; or
 - (ii) the Proponent does not receive an automated response email from the City or BC BID confirming receipt of the email and all attachments within a half hour of the time the email proposal submission was sent by the Proponent.

An alternate submission method may be made available, at the City's discretion, commencing one half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the City before the Closing Time. The City makes no representations or warranties, or does it guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

2.4 Additional Information

All Addenda will be posted on BC Bid. Although the City will take reasonable efforts to notify proponents of new addenda relating to this RFP, it is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents **are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.**

2.5 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. **Proposals received late will be marked late and not considered or evaluated.** In case of a dispute, the proposal receipt time as recorded by BC Bid will prevail whether accurate or not.

2.6 Proposal Validity

Proposals will be open for acceptance for at least **60** days after the Closing Time

2.7 Firm Pricing

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

2.8 Completeness of Proposal

By submitting a proposal, the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge. Material alterations, clarifications, reservations, or qualifications to the proposal will result in the proposal be deemed invalid and will result in RFP disqualification. Such determinations will be at the sole discretion of the City of Grand Forks.

2.9 Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the City for purposes of clarification.

2.10 Subcontractors

- 1) Unless the RFP states otherwise, the City will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The City will enter into a Contract with that Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.
- 2) All subcontractors, including affiliates of the Proponent, and their specific roles and responsibilities should be clearly identified in the proposal.
- 3) A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the City's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the City involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the City Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made to this list in the Contract without the written consent of the City.

2.11 Evaluation

- 1) Proposals will be assessed in accordance with the evaluation criteria set out in this proposal. The City will be under no obligation to receive further information, whether written or oral, from any Proponent. The

City is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.

- 2) Proposals from not-for-profit, or other pseudo-government agencies will be evaluated against the same criteria as those received from any other Proponents.
- 3) The City may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.
- 4) The City at its sole discretion may require proponents to conduct a presentation and/or the City may conduct an interview with short listed Proponents to determine best value to the City under this RFP, and to assist the City in determining the final award and successful proponent.

2.12 Contract

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the City on substantially the same terms and conditions set out in Appendix F and such other terms and conditions as may be negotiated between the successful proponent and the City, if applicable. Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

2.13 Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to the City within thirty (30) days of notification of the successful Proponent, the City may, at its sole discretion at any time thereafter, terminate discussions and negotiations with that Proponent and either commence finalization of 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.

2.14 Debriefing

At the conclusion of the RFP process, all Proponents will be notified as to the results of this RFP. Unsuccessful Proponents may request a debriefing meeting with the City.

2.15 Proponents' Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the City, if any. The City will not be liable to any Proponent for any claims, whether for costs, expenses, direct and indirect damages or losses, incurred by the Proponent in preparing its proposal, loss of anticipated profit and overheads in connection with any final Contract, or any other matter whatsoever.

2.16 Limitation of Damages

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason (in contract or tort), relating to the Contract, and/or in respect to the City's RFP competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

2.17 Liability for Errors

While the City has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline and reference for Proponents. The information is not

guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

2.18 No Commitment to Award

The RFP should not be construed as an agreement to purchase goods or services(Contract A). The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the City in any way to award a Contract(Contract B).

2.19 No Implied Approvals

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or works contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

2.20 Legal Entities

The City reserves the right in its sole discretion to:

- 1) disqualify a proposal if the City is not satisfied that the Proponent is clearly identified;
- 2) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the City that the Proponent has the power and capacity to enter into the Contract;
- 3) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the City that it is the same legal entity that submitted the Proponent's proposal; and
- 4) require security screenings for a Proponent (natural person, subcontractors and key personnel) before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or key personnel that fail to pass the security screenings to the City's satisfaction.

2.21 Reservation of Rights

In addition to any other reservation of rights set out in the RFP, the City reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to the City;
- c) to waive any non-material irregularity, defect or deficiency in a proposal;
- d) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are unclear or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
- e) to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the City, or any material error, omission or misrepresentation in the proposal;
- f) at any time, to reject any or all proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

2.22 Ownership of Proposals

All proposals and other records submitted to the City in relation to the RFP become the property of the City and, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the RFP, will be held in confidence. For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

2.23 Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a proposal.

2.24 Confidentiality Agreement

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the City in order to obtain access to confidential materials relevant to preparing a proposal.

2.25 Alternative Solutions

If more than one approach to deliver the services described in the RFP are offered, Proponents should submit the alternative approach in a separate proposal.

2.26 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the City with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the City. Such written consents should specify that the personal information may be forwarded to the City for the purposes of responding to the RFP and used by the City for the purposes set out in the RFP. The City may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the City.

2.27 Trade Agreements

This RFP is covered by the following trade agreements:

- a) Trade, Investment and Labour Mobility Agreement (TILMA);
- b) New West Partnership Trade Agreement (NWPTA);
- c) Canadian Free Trade Agreement;
- d) Canada-European Union Comprehensive Economic and Trade Agreement;
- e) World Trade Organization Agreement on Government Procurement; and
- f) Comprehensive and Progressive Agreement for Trans-Pacific Partnership

For more information, Proponents may contact the Municipal Contact.

3 SITUATION AND OVERVIEW

3.1 The City and Its Responsibility

The City of Grand Forks (the City) is a community of approximately 4,000+ residents situated between the Okanagan Valley and the West Kootenays. It serves as the urban hub for the Boundary Region (approximate population of 12,000). Situated in the Kettle River watershed and at the confluence of the Kettle and Granby Rivers, the City has a rich history of mining, agriculture, and Doukhobor heritage. Currently, the City is known for its leisurely lifestyle which includes a vibrant arts and culture scene, many outdoor activities, and strong industrial economic core.

The City, its staff, and its elected Council are responsible for the strategic and operational governance of the Municipality of Grand Forks. The City is responsible for providing municipal infrastructure, municipal governance, residential amenities and services to the City's residents both directly within City limits, and indirectly to outlying areas that are located within and locally governed by the Regional District of Kootenay Boundary (RDKB).

As the works and services contemplated in this RFP are within the City's boundary, the City is responsible for this Invitation to Treat, and as such has legal responsibility for its issuance, governance, and financial obligations.

3.2 Background

On May 10, 2018 the City suffered from a catastrophic flooding event when the Kettle and Granby Rivers peaked following a widespread rain-on-snow event. Over 400 homes sustained moderate to major damage and more than 50 were damaged beyond repair. Within Grand Forks, the Johnson Flats, South Ruckle and North Ruckle neighbourhoods and the downtown core had the greatest damage. Following initial recovery stages, community members and other stakeholders were engaged with community meetings and through a flood recovery website and surveys. A professional engineer was contracted to give recommendations for flood mitigation and community recovery. City Council and the Regional District gave direction to seek funding for permanent flood mitigation works, riverbank erosion protection work and the buy-out of one neighbourhood (North Ruckle) and portions of others for flood mitigation works and floodplain restoration.

The City applied to the Federal Disaster Mitigation and Adaptation Fund (DMAF) assistance for a suite of Flood Mitigation projects (The Flood Mitigation Program- FMP) in January of 2019, which are located mainly in the City of Grand Forks, but also includes portion of the Regional District of Kootenay Boundary. Appraisals were obtained to estimate current (post-flood) market value and retrospective (pre-flood) values for land acquisition proposed in the grant application. Preliminary (conceptual) flood mitigation engineering designs and associated costing estimates were also prepared. The City was approved for approximately \$52 million of funding and has initiated land acquisition, engineering, and capital project execution through a planned 5-year flood mitigation program.

3.3 In-Scope

Works and Services contemplated within the Scope of this RFP are for a full and comprehensive range of construction management and construction coordination services, that may at the City's sole discretion become (at Risk) to the successful proponent/Construction Manager and all other ancillary services as may be required to construct physical flood mitigation works (earth berm dikes, sheet piling, RC walls, and other related and impacted municipal infrastructure, including electrical and mechanical works, and coordination with other 3rd party Service Providers' infrastructure (Shaw, Telus, Fortis BC, Etc.) that will be impacted by these works.

Specifically, proponents are to include all aspects and ancillary services and works thereto as would normally be required to undertake and successfully complete such works described in this RFP and within a typical Construction Management(at Risk) framework, which are generally described and categorized below:

- (1) All Pre-Construction Services as they relate to the contemplated works(See Appendix B - Scope of Works and Appendix F - CCDC-5B contract)
- (2) Comprehensive Construction Management Services (at Risk) – (See Appendix B – Scope of Works)
- (3) 3rd Party Work Coordination and Liaison Support
- (4) Supply, Installation and Management of comprehensive General Conditions for all aspects of the contemplated works - Masterformat 2020 – Division #1)(See Appendix B and G – Reference Materials)
- (5) Own forces Civil Construction and related works (Masterformat 2020 - Division #2, and #31)
- (6) Commissioning Support and O&M Manual Preparation Support

3.4 Out of Scope

While the physical works and Construction Management services to construct them are comprehensive and wide ranging in this RFP, the following Scopes of Work are not to be included in this RFP at this time.

- (1) House and or other structure removal and demolition.
- (2) Hazmat Abatement
- (3) Physical works associated to remove, re-install, or otherwise modify 3rd party service provider infrastructure(ie. Telus and Shaw Communication Lines and infrastructure, Fortis BC gas and electrical infrastructure, and City utility infrastructure, unless otherwise included)
- (4) Supply of aggregate, sheet piling, or other materials unless otherwise specifically included in Appendix B of this RFP. (subject to change)

3.5 Related Documents

IMPORTANT: Given the quantity, technical complexity, and sensitive nature of the previous documents, reports, and the general reference material, the City requires Proponents interested in submitting a proposal to register with the City, by providing a specific contact who will be given access to this reference material through an electronic information sharing platform. Upon receipt of the registration document (Appendix A), the City will forward information as to a file sharing platform, complete with log-in information, so interested Proponents can access and view the reference material relating to this RFP, including the current detailed designs. For an overview of the reference materials available refer to Appendix G – Reference Materials Section.

4 Proponent Requirements

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 6.1 (**Mandatory Criteria**) of the RFP.

Further to the above, proponents are also required to provide relevant information as outlined in the following sections which includes “Response Guidelines” which are intended to assist Proponents in the development of their proposals with respect to the weighted criteria set out in Section 6.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the City’s expectations, and is best poised to undertake this work.

Please address each of the following items in your proposal in the order presented. Proponents may find it helpful to use the individual Response Guidelines as headings for proposal responses, although this is not a requirement of the RFP.

4.1 Relevant Experience

The City requires that the successful Proponent clearly demonstrate their relevant experience, advanced knowledge, and capability to undertake the requested services, works, and deliverables outlined in this RFP. It is requested that the Proponents show not only the depth and breadth of their corporate experience and knowledge in undertaking this work, but also the experience of each individual who will be assigned to this project.

The following headers are provided to give Proponents a guideline as to what information the City is seeking from the Proponent in order to best evaluate each Proponent.

Response Guidelines for Relevant Experience

4.1.1 RELEVANT CORPORATE EXPERIENCE

In this section the Proponent should outline their relevant past corporate experience in undertaking works substantially similar, if not identical to the works and services being requested in this RFP, and show how that experience will be successfully leveraged to achieve the objectives and deliverables required by the City for this Program.

Specifically, the City is looking for:

- Experience with large and complex civil construction works.
- Experience constructing flood mitigation works such as earth berms dikes, sheet piling, reinforced concrete wall, etc.
- Experience working with and installing municipal infrastructure.
- Experience working in confined areas in urban environments in extreme close proximity to homes and businesses.
- Experience working in culturally and ecologically sensitive areas.
- Experiences working with and coordinating 3rd party service providers and their infrastructure
- Experience working in and around fish bearing streams, and fish protection protocols
- Local Experience and knowledge working with and in and around the City and the Regional District is highly desirable.

4.1.2 RELEVANT PERSONNEL EXPERIENCE

In this section the Proponent should discuss and give a description of each significant person who will be associated and/or assigned to this project, and how their specific knowledge and experience will contribute to the overall Project success and the meeting of this RFP objectives and deliverables. Resumes for each project participant should be included in this section as well as a organizational chart as to what role each person will undertake.

4.2 Capacity & Capabilities

In this section the Proponent is required to demonstrate their organization's resource capacity and capabilities to undertake the work in a timely, and sustained manner, and demonstrate how they have the capacity and capability to successfully complete the project and meet the overall objectives.

The proponent should demonstrate they have the human, administrative, and equipment resources necessary to undertake the work. Specifically, the proponent should include:

- That the firm has enough human resources to undertake the work.
- That the firm has equipment, number, size, age, etc. to undertake the work.
- That the firm has the technology to undertake the work.
- That the firm has the administrative framework and resources to handle the construction management of the work.
- Other ancillary capabilities that will support and supplement the above to achieve the project outcomes.

Local Preferences:

The City has adopted through Council resolution, the Grand Forks DMAF Project Charter(a copy of which is included in the reference material for this RFP), which outlines the entirety of the DMAF Program and the City's objectives under the DMAF and subsequent Flood Mitigation Programs. Given the relatively small size of the City and the scale of the DMAF Program, it is highly desirable and a core objective of the DMAF Charter to provide as much economic benefit to the local community as is reasonably and practically possible. As such proponents are encouraged to consider, and it is highly desirable to the City, for proponents to utilize as much as practically possible local resources, contractors, suppliers, and/or services, etc. as part of their response to this RFP in order to increase their capacity and capabilities.

4.3 Project Understanding & Plan

A primary objective of the City is to complete this work prior to the onset of the 2022 Freshet. The City is aware of the extremely tight timelines and the difficulty of this objective. As such, the City is very interested in receiving through this RFP a realistic, optimized and efficient project plan and associated CPM schedule for the works. To this end, the City is looking for the optimized and efficient approach to achieve the objectives as outlined in this RFP. Thus it is important and highly desirable to the City for the Proponent to demonstrate a clear and deep understanding of those objectives and provide, based on their experience, the best methodology and programmatic/logistically sound project plan to achieve these objectives.

IMPORTANT COSTING and RISK NOTE:

As this work is planned to physically start as soon as final permits are received(expected in December 2021/Early January 2022), it is possible that the work will continue up to and possibly into or past the 2022 Freshet season. As the Freshet season is highly climatically dependent with no discrete start and end date, but typically and approximately occurs between early May through mid-June, the works may have to be adjusted, postponed, or

continue throughout the Freshet period. Therefore, the Proponent is advised to make allowances and/or contingencies in their work plans to allow for these foreseeable impacts. Allowances for costs, risks, etc. associated to the Freshet Season shall be included or otherwise accounted for and accepted by the proponent in this RFP(Appendix C). The City will not accept or otherwise contemplate additional costs associated to the Freshet Season impacts as described above.

Response Guidelines for Understanding and Project Plan

4.3.1 PROGRAM/PROJECT UNDERSTANDING

The Proponent should demonstrate how they are best positioned to support the City moving forward to achieve the Objectives and Deliverables of the Work Package(#1) as outlined in this RFP. Proponents will show their understanding of the history, status and objectives of the Flood Mitigation Program and clearly lay out their approach and underlying methodology, and identify any Key issues, constraints, or sub-objectives that are relevant to achievable the contemplated works, and project success.

4.3.2 PROGRAM/PROJECT PLAN

In this section, or as may be included in the previous section, the Proponent should layout an overall Program/Project Plan that clearly indicates and demonstrates how the Proponent will seamlessly integrate the various phases, sub-projects, sub-contractors, and supplies, etc. into a seamless and achievable project plan. Proponents will need to clearly show how their plan will produce the deliverables defined in this RFP. Proponents should include their proposed methodology, sequencing, and overall approach to achieve the objectives of this RFP, including phasing, procurement strategies, timelines, decision points, and key sub-objectives, etc. to achieve the project objectives within the timeframes required. Proponents will need to demonstrate an understanding of the risks involved in the program, as well as potential constraints and opportunities associated with the Project. Proponents should also include their contingencies, alternate approaches, or logical suspension and re-engagement plans in the case of Freshet impacts impeding works. Proponents should also highlight any key assumptions that were made in creating their Project Plan, and Proposal response.

4.3. SCHEDULE

Proponents must provide a detailed Critical Path Method (CPM) schedule of activities showing major milestones, phasing, dependencies, and activities, etc. in Gantt chart form. Proponents will be required to justify their schedule and show the logic of how and when Project deliverables will be obtained. Please see Appendix B – Section 1.1 – Pre-Construction Services for more important detailed information about this requirement.

4.4 References

Proponents must provide a minimum of three (3) relevant project references (i.e., names and contact information) of individuals who can verify the scope and quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent’s own organization, from named subcontractors, or the City of Grand Forks are not acceptable.

The City may in its sole discretion, but is under no obligation to check Proponent and subcontractor references without first notifying the Proponent or its subcontractors. References form part of the capability verification process, and as such are not included in the initial evaluation process, but may be used at the City’s sole discretion to verify RFP response statements prior to RFP award.

The City reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the City or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

Further to the City's reservation of rights under Section 2, if the Proponent is deemed unsuitable by the City, in its sole discretion, due to unsatisfactory references, or if the proposal is found to contain material errors, omissions or misrepresentations, the Proponent's proposal, or any such award, may be rejected, or otherwise nullified.

4.5 Environmental Requirements

As a signatory to the B.C. Climate Action Charter, the City's Contract Authority and Purchasing Policy #802 A-1 mandates the evaluation of greenhouse gas (GHG) emissions including fuel consumption and total lifecycle cost. Proponents may be required to generally track and/or report on GHG emissions while conducting the work, and are required to address project and lifecycle GHG emissions in the execution of infrastructure works.

4.6 Interview of Proponents

Where the City has received compliant proposals and has evaluated such proposals as per Section #4.4 and Section #6.2 of this RFP, the City reserves the right to interview (via in-person or digitally) the two(2) highest scoring proponents with the intent to, and in order to make a full and final over-all best-value based determination for award of this RFP and respective contract based on best fit and best value to the City. The proponents participating in this RFP, acknowledge and accept fully that the City reserves the right to conduct or not conduct these interviews and respective award of this RFP and respective contract at its sole and unfettered discretion.

4.7 Insurance Requirements

Response Guidelines for Requirements

The Proponent is required to confirm that they have obtained or are able to obtain the **mandatory** insurance described in Appendix F to undertake the works and services described in this RFP.

4.8 Conflicts of Interest

Response Guidelines for Conflicts of Interest

A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the City's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the City involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the City Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the City, including members of the evaluation committee and any elected officials of the City, or with the media, may result in disqualification of the Proponent.

As such, it is **mandatory** for the Proponent to complete the Declaration of Conflict of Interest in Appendix E and include this within the Proponent's response.

Price

It is **mandatory** for the Proponent to completely fill out and include in its response the Fee Schedule as shown in Appendix C.

Response Guidelines for Price

Prices quoted will be deemed to be:

- (1) in Canadian dollars;
- (2) inclusive of duty, FOB destination, and delivery charges where applicable; and
- (3) exclusive of any applicable taxes.

5 PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see section 6.1 Mandatory Criteria)
 - i) Identification of Proponent (legal name)
 - ii) Identification of Proponent contact (if different from the authorized representative) and contact information
- b) Table of contents including page numbers
- c) A short (one or two page) summary of the key features of the proposal, and introduction to the Proponent's Corporation
- d) The body of the proposal, including pricing, i.e., the "Proponent Response", and Response Guidelines
- e) Appendices, appropriately tabbed, referenced, and signed (if applicable)

6 EVALUATION

Evaluation of proposals will be by a committee formed by the City and may include City Staff and other City designated persons.

The City's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any), and to which final evaluation and contract award will be based on the following at the City's sole and unfettered discretion.

- (1) Highest overall aggregate score as outlined in Section 6.2.
- (2) Reference checks as may be undertaken Section 4.4.
- (3) Interviews with shortlisted proponents under Section 4.6.

Although it is the intent of the City to award all this work package to a single firm, the City reserves the right at its sole discretion to award individual Sections of, or separate sub-Work Packages to separate firms if it feels it is advantageous to the City's operations and objectives within this RFP.

Proponents are encouraged to consider the above when submitting their proposals, as the City desires proposals that seamlessly weave the various aspects of the Work Packages together to achieve overall Program success.

6.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following **mandatory** criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using the submission method set out on the cover page of the RFP and in accordance with Section 2.
The proposal must either (1) include a copy of the cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound, or (3) be submitted by using the e-bidding key on BC Bid (if applicable) in accordance with the requirements set out in Section 2.0.
Attendance at <u>Mandatory</u> Proponents Meeting – December 14th, 2021
Appendix A – Registration Letter
Appendix C – Full completion of all forms within Appendix C
Appendix D – Covering Letter
Appendix E – Declaration of Conflict of Interest

6.2 Weighted Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

Category	Category Breakdown	Cumulative Weight
OVERALL PROPOSAL QUALITY	2%	2%
EXPERIENCE		25%
<ul style="list-style-type: none"> • Relevant Corporate Experience 	20%	
<ul style="list-style-type: none"> • Relevant Personnel Experience 	5%	
CAPACITY AND CAPABILITIES		18%
<ul style="list-style-type: none"> • Capabilities 	11%	
<ul style="list-style-type: none"> • Utilized Local/Regional Resources 	7%	
PROJECT PLAN & SCHEDULE		25%
<ul style="list-style-type: none"> • Program/Project Understanding 	5%	
<ul style="list-style-type: none"> • Project Plan 	15%	
<ul style="list-style-type: none"> • CPM Schedule 	5%	
Pricing (Appendix C)		30%
Total Weighted Score		100%

6.3 Price Evaluation

The evaluation of the Fee schedule will be based on the total aggregate amount of all sections, with the lowest aggregate Fee being awarded the maximum point value. Second and subsequent Fee amounts will be awarded based on a percentage differential as it relates to the lowest fee.

Appendix A – Registration Letter

Note: Please send attached letter ASAP to receive access to reference materials

Date:
City:
Address:

Attention: Justin Dinsdale

Subject: Registration Letter for RFP Reference Materials and Info Meeting

I, _____, am a legally authorized representative of the firm _____. I am requesting access be provided to reference materials for the aforementioned firm’s Proposal Response. I acknowledge that the reference materials that will be made available to me are for the sole purpose of procurement under this RFP and will not be used for any other purpose. I certify that the reference materials will not be shared to any individual or entity other than this firm or its agents engaged in preparation of the Proposal.

In addition to the reference materials, this letter will also register the Proponent for the Proponents’ Meeting. Details regarding the meeting will be sent to the Proponent after registration when they become available.

By signing this request, I acknowledge that the information in the reference material reflects the best judgement of those who created it, in the light of the information available to them, at the time of preparation. Any use which a third party makes of this material, and/or any reliance on or decisions to be made based on it, is the sole responsibility of the receiving third party. The information in this reference material is provided for information only and it is up to the Proponent to verify accuracy.

Yours truly,

Name: _____

Title: _____

Telephone Number: _____

e-mail address: _____

Legal name of Respondent: _____

Date: _____

Appendix B – Scope of Work

SCOPE OF WORK For Construction Management Services(at Risk) Grand Forks DMAF Program Work Package #1.0

1.0 GENERAL SCOPE of WORK

The General scope of work for WP#1.0 is for the successful proponent to provide Construction Management (at Risk) services to the City of Grand Forks, BC, for the Construction Management of physical flood mitigation structures along the Granby and Kettle Rivers in order to protect the City's downtown core from overland flooding, and erosion protection. This scope of work will include all Construction Management(CM) services to plan, coordinate, manage, and execute all work outlined under this RFP and this Appendix B, to construct earth berm dikes, sheet pile walls, reinforced concrete structures, trails, stormwater pump stations, U/G stormwater interceptors pipes, and ancillary works to facilitate the aforementioned work. The City has engaged Associated Engineering Ltd.(AE), along with various sub-consultants to design and engineer the contemplated works. As part of their commission and in addition to the Provincial Dike Construction guidelines, the City has also engaged AE to create program specific flood mitigation Standards and Guidelines in order to optimize and create homogeneous site-specific designs throughout the various flood mitigation projects within the DMAF Program. Specifically, these Standards and Guidelines provide details with respect to design assumptions, required Flood Mitigation Construction Levels to be achieved, required dike alignments, types and styles of dikes for the various flood mitigation areas, trails or other recreational enhancements, and maintenance/operational requirements.

Specifically, the Construction Management Services under this RFP can be broken down into four(4) distinct services that are to be provided to the City. They are as follows:

1.1 PRE-CONSTRUCTION SERVICES

The Proponent shall provide all Construction Management Services as is typically required within the industry under a CCDC-5B contract scenario. These services would include:

Constructability Review:

Review the current proposed design and provide feedback to the City and consultant as to the constructability of the design, any errors or omissions in the design, its costs, material availability, and/or propose best value alternatives and feedback based on the CM's experience that would better or more efficiently achieve the project objectives.

Pre-construction Logistical and Project Planning:

Work with and provide support and consultative and Construction management services to the City and the Consultant on how best to approach, organize, plan and execute the works to achieve the projects objectives. These would include:

- Long lead item procurement and timings.
- Provision of status and ongoing impacts of current market conditions
- Provide critical material(aggregate, sheet piling, etc.) management and procurement.
- Provide Work Flow sequencing, and understand and coordinate the impacts and works of above ground and underground 3rd party and City infrastructure works and relocations required to achieve project objectives.
- Create and utilize project CPM schedules using MS Project software or similar.

- Understand and execute site, laydown, storage planning and specific work face plans.
- Understand and implement site access, traffic control, and access/egress.
- Understand and execute Fish salvage coordination and implement river isolation strategies.
- Understand and implement Site Restoration and clean-up activities throughout the project.
- Liaise and engage with adjacent/affected owner including notification and management of suspected impacts.
- Implement health and safety management and programming throughout the project.
- Undertake Environmental Plan coordination(spill control, sediment control, dewatering, etc. as applicable).
- Understand and execute In stream works planning and activities.

Cost Estimation/Budgeting

- Provide Class B cost estimation at full design completion
- Solicit quotes, estimates, etc. to provide class A estimate after full sub-contractor procurement.
- Provide continual costing feedback as design is refined in order to stay on budget and create value for money for the City and its stakeholders.

Sub-Contractor Procurement

- Engage, and pre-qualify sub-contractors and suppliers who are knowledgeable and experienced in these types of works, materials, and services.
- Coordinate and support the City and consultant in tendering the various sub-work packages out to the Sub-contractors to ensure best value for the City.
- Receive, review, and recommend sub-contractor awards on various scope of work via “Open Book” CM process
- Under the “at-Risk” CM model be prepared to enter into legally binding sub-contract agreements and material supply contracts with various Sub-contractors and suppliers, with the intent the City “flips” this contract to a Stipulated Price Contract, which will be at their sole discretion.

1.2 GENERAL CONDITIONS

As part of this contract the Construction Manager(successful proponent) will be required to provide on site ALL General Conditions as would be required for a typical project of this scope, magnitude, and complexity. For purposes of costing in this RFP required under Appendix C, General Conditions are defined as all general requirements outlined in Masterformat 2020- Division #1, and as detailed in Appendix G-Reference Materials of this RFP. After reviewing this RFP, Proponents identify additional General Conditions that are not identified in Division #1 or Appendix H-Reference Materials, then it is requested that they identify these requirements to the City prior to RFP closing.

1.3 CIVIL CONSTRUCTION SERVICES(OWN FORCES WORK)

The successful proponent(Construction Manager) will also be required to provide Civil Construction Services (Yellow Iron Work) as part of this RFP. The CM will need to provide the equipment, plant and associated labour to undertake ALL aspects of the work as part of this RFP. This would include, but is not limited to, providing all excavation, blading, digging, grading, clearing, final grading, etc., and/or work otherwise contemplated under Masterformat Division #2 and #33. This work sub-package would also include all civil works that are in preparation for, support of, or otherwise related to the following:

- Riverside Street Storm Water interceptor and Pump Stations and associated infrastructure connections.
- 4th Street Storm Water Pump stations and associated infrastructure connections.
- Clearing and Grubbing of site, and current vegetative and non-vegetative areas.
- Riverside Street Storm Water Interceptor installation.

- Granby and Kettle River temporary instream access roads to allow sheet piling and other project works to be undertaken.
- Preparatory, repair, and final grading etc. excavation for horizontal drilling under the Kettle River at 4th Street for new City Sewer Main, and associated excavation to City Pump Lift Station.
- All other excavation works required to undertake the works proposed in this RFP.

[Please see Civil Work package for detailed drawings and specifications for this work Sub-package in the reference material as provided through the City file sharing platform.]

Note on Other Own Forces Work: All other works that the Construction Manager may, or has the ability and desire to provide will be required to be competitively tendered through the open market.

1.4 CONSTRUCTION MANAGEMENT SERVICES

It is the intent of the City to procure Construction Management/General Contracting services through at Construction Management at-Risk model. As such, a Construction Manager will be procured to provide to the City pre-construction services as outlined in **Section 1.1 -Pre-Construction Services** above. Under these services the Construction Manager will solicit, evaluate, and in joint consideration and with the final approval of the City compile a Class A cost estimate for the project. Upon completion of this estimate, the City intends to, but is not required to, at its sole discretion, “flip” the Construction Management Services to a Stipulated Sum contract using the proponents Construction Management Services percentage(%) Fee provided in Appendix C of this RFP. IF, the City proceeds(flips) to a traditional Stipulated Sum Contract, then the Construction Manager will then proceed to undertake the work for the combined price of the accepted Class A estimate AND the Construction Management Fee provided in Appendix C. The contract would then become a traditional Stipulated Sum(Lump Sum) contract whereby, the Construction Manager would become “at-Risk” for providing ALL works considered within the approved Class A estimate within the approved schedule.

Once the contract has been “flipped” to a Stipulated Sum, the Construction Manager would then be responsible for all aspects of the works and would have such duties and responsibilities placed upon them as if they were a traditional General Contractor engaged in a Stipulated Price Contract. Specifically, these duties would include, but is not limited to, the implementation of the City approved plans provided to the City by the Construction Manager under the Pre-construction Services as outlined in Section #1.1 above. Other such duties as may be required by the Construction Manager to perform under the contract will be:

- Overall project management, project administration, and project coordination of sub-contractors, sub-trades, sub-consultants, inspectors, and 3rd party coordination.
- All permitting and licencing works.
- Site safety and security.
- QA/QC monitoring for ALL applicable aspects of the works such as:
 - Archeological
 - Environmental
 - Fish and SARA monitoring
 - Soil testing(Gradiation, Moisture Content, Compaction, etc.)
 - Concrete testing
 - Pressure testing, etc.
- Shop Drawing Submittals and required submittals in advance of construction.
- Ongoing surveying.
- Provision of Red-line mark-up drawings.
- Provision of As-built surveying.
- Repair and re-constitution(topsoil, seeding, regrading, etc.) of all disturbed areas and dike slopes.

- Temporary Facilities.
- Site Offices, and site administration services.
- Temp. power, telecommunications, etc.
- Mobilization and Demobilization specific to CM Services
- Traffic Control.
- Site Security and Temp barriers, etc.
- Fish and in-stream work face isolation activities.
- Site Restoration and Cleanup.
- Support for Commissioning.
- Support for Operations and Maintenance manual production.
- Other such General Requirements as applicable and as noted in this RFP to undertake the work.

2.0 DETAILED SCOPE OF WORK

For ease of use and reference the Grand Forks DMAF Work Package #1.0, has been further broken down into sub-work packages as detailed below:

Work Package #1.1 and #1.2 – are not applicable under this RFP.

Work Package # 1.3A – Riverside Interceptor, Pump Stations, Outfalls

Riverside Interceptor

- Install approximately 400 m length of Stormwater Interceptor (1050 mm diameter pipe) complete with manholes along Riverside Drive between Central Drive and a new outfall at the Kettle River.
 - Tie-in existing stormwater infrastructure along Riverside Drive to maintain the function of the existing system. Requires new manholes for connections at Central Avenue, Market Avenue, 72nd Avenue, and catch basins on Riverside Drive. Regrade catch basin leads and stormwater main connections where required.
 - Decommission and remove existing stormwater outfalls to the Granby River along Riverside Drive south of Central Avenue.
 - Construct Diversion Chamber near the proposed Riverside Pump Station and install diversion pipe to the Pump Station.
 - Construct new outfall to Kettle River, including headwall structure and check valve.
 - Restore all disturbed areas, including road restoration.

Riverside Pump Station

- Excavate site and prepare subgrade for installation of pump station.
 - Place formwork and rebar and cast concrete for cast-in-place concrete intake structure.
 - Install canisters and pipe spools.
 - Install underground conduits.
 - Install gravity pipe connecting diversion chamber with pump station.
 - Backfill pump station and gravity inlet pipe.
 - Install pump discharge piping during dike construction.
 - Construct cast-in-place discharge structure during dike construction.
 - Install civil works for electrical power connections to utility and coordinate with utility company for cable and transformer installation.
 - Place kiosk on site and connect to utility power and sensors.
 - Install pumps and commission station.

4th Street and 3rd Street Stormwater

- Install approximately 120 m length of 1050 mm diameter stormwater pipe complete with manholes on 4th Street between the laneway south of 72nd Avenue and a new outfall to the Kettle River.
 - Connect to existing stormwater infrastructure on 4th Street at the laneway.
 - Decommission and remove the existing stormwater outfall to the Kettle River at 4th Street.
 - Decommission the existing stormwater main on 4th Street by filling with grout prior to HDD installation of the new sanitary forcemain.
 - Construct Diversion Chamber near the proposed 4th Street Pump Station and install diversion pipe to the Pump Station.
 - Construct new outfall to Kettle River, including headwall structure and check valve.
 - Restore all disturbed areas, including road restoration.
- Install approximately 135m of 450 mm diameter stormwater pipe complete with manholes along 3rd Street and the laneway between 3rd Street and 4th Street.
 - Install trench drain across depressed driveway of 7121 3rd Street.
 - Connect to new stormwater manhole at intersection of 4th Street and the laneway.
 - Restore all disturbed areas, including road restoration.

4th Street Pump Station

- Excavate site and prepare subgrade for installation of pump station.
- Place formwork and rebar and cast concrete for cast-in-place concrete intake structure.
- Install canisters and pipe spools.
- Install underground conduits.
- Install gravity pipe connecting diversion chamber with pump station.
- Backfill pump station and gravity inlet pipe.
- Install pump discharge piping during dike construction.
- Construct cast-in-place discharge structure during dike construction.
- Install civil works for electrical power connections to utility and coordinate with utility company for cable and transformer installation.
- Place kiosk on site and connect to utility power and sensors.
- Install pumps and commission station.

WP 1.3B – Downtown Core Dikes

Downtown Through Park Dike

- Construct approximately 35 m of reinforced concrete retaining wall.
 - Wall to tie into existing ground along 5th street.
 - Footing widths of 3000 mm, 5000 mm, and 7000 mm.
 - Footing height of 600 mm.
 - Footing depths a minimum of 150 mm.
 - Wall heights to vary increasing from 1400 mm to 3800 mm.
 - Construction joints with hydrophilic waterstops between footings.
 - Backfill to be placed around footing of reinforced concrete wall.
- Reinstatement of 5th Street following installation of concrete retaining wall.
 - Roadworks to include:
 - Supply and installation of road gravels
 - Paving
 - Line painting
 - Concrete roadside barriers

- Construct approximately 170 m of trapezoidal dike around the eastern and southern perimeter of City Park, to provide continuous flood protection and connection between reinforced concrete wall and sheet pile wall.
 - Crest width to be 4 m.
 - Side slopes to be 2H:1V.
 - Approximately 4 m average height.
 - Base width of trapezoidal dike approximately 20 m.
 - Includes maintenance ramp between trapezoidal dike crest elevation and existing Selkirk College parking lot on the land side of the dike.
 - Includes pedestrian ramp between trapezoidal dike crest elevation and southern end of 5th Street on the river side of the dike.
- Stripping of topsoil for entire footprint of trapezoidal dike.
- Majority of dike cross section to be low permeability fill.
- Granular drainage layer to be provided on land side of dike, and river side face of dike where dike is setback from the river.
- Granular drainage layer to be provided on land side face of dike and granular riprap filter layer to be provided on river side face of dike where dike is located along the river.
- Non-woven geotextile to be placed below granular drainage layer.
- Class 100 kg riprap to be placed along river side of dike structures for approximately 200 m.
- 150 mm thick gravel road surfacing material to be provided along dike crest
- Construct 1.5 m deep granular drainage trench along landside toe of trapezoidal dike through City Park.
- Construct 3 m wide drainage layer along landside toe of dike at stormwater pump station.
- Construct dike access / maintenance ramp between to dike crest between 4th Street and 5th Street.
- Construct pedestrian ramp at the southern end of 5th Street on the river side of the dike to transition from the dike crest down to existing ground.
- Install removable bollards at maintenance ramp and pedestrian ramp to prevent motorized vehicles from driving onto dike.
- Construct approximately 165 m of steel sheet pile wall flood protection dike and pathway retaining structure between 4th Street and 2nd Street.
 - Sheet pile to extend approximately 2 m to 4 m above ground [6 m to 8.5 m total sheet pile height]. Sheet pile height depends on option (refer to accompanying drawing package)
- Supply and place granular fill and gravel road surfacing to establish 3 m wide pathway along the river side face of the sheet pile between 4th Street and 2nd Street.
- Supply and install approximately 220 m of steel capping plate along top edge of installed sheet pile, to provide finished edge. Some sections require a concrete capping beam.
- Supply and place bicycle-height guardrail connected to the capping beam.
- Supply and install approximately 105 m of steel capping plate along top edge of installed sheet pile, to provide finished edge.
- Sheet pile to tie-into 2nd Street Bridge.
 - Install new concrete add-on to 2nd Street Bridge abutment to same elevation as sheet pile concrete cap.
 - Supply and install vertical bars and dowels into concrete add-on to 2nd Street Bridge.
 - Supply and place granular bentonite at 2nd Street Bridge tie-in.
- Protect and maintain existing overhead lines and poles within City Park (potentially to be done by others).
 - Poles may need to be heightened, and lines may need to be raised, to accommodate minimum 5.5 m vertical clearance from dike crest.

- Coordinate dike construction with other elements of the project including sanitary horizontal directional drilling (WP#1.3C) and Pump Stations (WP#1.3A).
- Coordinate with FortisBC Gas for protection and/or relocation of gas mains (done by others) at dike crossing locations.
- Coordinate with Telus for protection and/or relocation of aerial Telus-owned cables (done by others) at dike crossing locations.
- Coordinate with the City of Grand Forks for protection and/or relocation of electrical utilities (done by others) at dike crossing locations.

Downtown Riverside Dike

- Construct approximately 30 m of trapezoidal dike to provide continuous flood protection between the Highway 3 Bridge tie-in and sheet pile wall.
 - Crest width to be 4 m.
 - Side slopes to be 2H:1V.
 - Approximately 1 m average height.
 - Base width of trapezoidal dike approximately 8 m.
 - Construct 1.5 m deep granular drainage trench along landside toe of trapezoidal dike over entire length.
- Construct approximately 310 m of trapezoidal dike around to provide continuous flood protection and connection between the sheet pile wall and the 2nd Street Bridge tie-in.
 - Crest width to be 4 m.
 - Side slopes to be 2H:1V.
 - Approximately 3 m average height.
 - Base width of trapezoidal dike approximately 16 m.
 - Includes maintenance ramp between trapezoidal dike crest elevation and Riverside Drive on the land side of the dike.
 - Construct 3 m long and 0.5 m high granular drainage berm along landside toe of trapezoidal dike over entire length.
- Stripping of topsoil for entire footprint of trapezoidal dike.
- Majority of dike cross section to be low permeability fill.
- Granular drainage layer to be provided on land side of dike, and river side face of dike where dike is setback from the river.
- Non-woven geotextile to be placed below granular drainage layer.
- Supply and place non-woven geotextile along the bank.
- Supply and place bedding layer (crushed gravel) on top of non-woven geotextile
- Class 100 kg riprap to be placed along river side of dike structures, except where dike is setback.
- 150 mm thick gravel road surfacing material to be provided along dike crest
- Construct dike access / maintenance ramp at Riverside Drive to transition from dike crest down to existing ground.
- Install removable bollards at maintenance ramp to prevent public trail users from driving motorized vehicles onto dike.
- Construct approximately 120 m of steel sheet pile wall flood protection dike along riverbank.
 - Sheet pile to extend between 1.5 m and 2.2 m above ground and be embedded 4.5 m to 5 m into existing ground [6 m total sheet pile height].
- Construct approximately 30 m of steel sheet pile to be affixed to the existing concrete retaining wall along the Granby River bank.
- Sheet pile height varies along pathway and is to extend 1.7 m above finished grade and be fixed 4.3 m onto concrete retaining wall [6 m total sheet pile height].
- Install earth anchors at 2.8 m spacing where sheet pile is affixed to existing concrete retaining wall.
 - Installation of shotcrete waler to be included.

- Installation of dywidag thread anchor to be included.
- Supply and install approximately 150 m of steel capping plate along top edge of installed sheet pile, to provide finished edge.
- Protect and maintain existing overhead lines and poles within the dike alignment.
 - Poles may need to be heightened, and lines may need to be raised, to accommodate minimum 5.5 m vertical clearance from dike crest (potentially to be done by others).
- Coordinate construction of dike works with required Pump Station works (WP#1.3A)
- Coordinate with Fortis Gas for protection and/or relocation of gas mains (done by others) at dike crossing locations.
- Coordinate with Telus for protection and/or relocation of aerial Telus-owned cables (done by others) at dike crossing locations.
- Coordinate with Shaw for protection and/or relocation of aerial Shaw-owned cables (done by others) at dike crossing locations.
- Coordinate with the City of Grand Forks for protection and/or relocation of electrical utilities (done by others) at dike crossing locations.

WP 1.3C – Sanitary Sewer Upgrade & Crossing

- Install 300mm HDPE sanitary forcemain crossing by horizontal direction drilling (HDD) between 4th street south of the Kettle River to 4th street north of the river by City Park.
- Supply and install an air valve at the high point of the forcemain on the north side of the river crossing.
- Remove existing gravity sanitary sewer and install approximately 85 m of additional sanitary forcemain by trenching on the south side of Kettle River.
- Coordinate impacts on the Fortis Gas for protection/removal/relocation of gas mains.
- Coordinate impacts on Telus for protection/removal/relocation of the underground Telus-owned cables.
- Coordinate impacts with the City of Grand Forks for protection/removal/relocation of the overhead powerlines and poles.
- Pressure test and commission the 300 mm HDPE forcemain crossing. All testing to be carried out by third party testing company and completed under supervision of the Engineer.
- Wet tap tie-in the north end of the proposed forcemain to the existing forcemain. Maintain flow through the sanitary system at all times.
- Prepare inspector's red line markups for As-built drawing.

Reference Materials

Reference materials to inform and support proponents will be provided to proponents via an electronic file sharing platform as per Appendix A of this RFP. Upon receipt of the registration document (Appendix A), the City will forward the website address and log-in references within 24 hours of receipt of Appendix A, as so the Proponent can access and view the reference material relating to this RFP.

Appendix C – Pricing Formats

Note: Overhead, travel, general administrative, and ancillary costs associated to extraordinary work that is not considered in, or is extraneous to the scope of work, or is an addition to the scope of work outlined within this RFP will be dealt with on a case by case basis, based on the prior written approval of the City of Grand Forks.

Pre-Construction Services Fee		
Element	Price	Type
Fee for Pre-construction as defined in this RPP	\$ _____	Lump Sum
Fee for General Conditions		
Element	Price	Type
Fee for all works under Division #1 – General Conditions	\$ _____	Lump Sum
Civil Works Construction Fee		
Element	Price	Type
Fee for all works under Masterformat 2020 -Division #2 and Division #33 of this RFP	\$ _____	Lump Sum
Fee for Construction Management Services		
Element	Price	Type
Fee for Overhead and Profit	_____ % Percentage of Base Construction Value	
<p>Note: All prices provided above are Inclusive of all ancillary cost, including but not limited to travel, lodging, communications, insurance, meals, and all other general and business-related expenses.</p>		

Hourly Rate Sheet

Please provide hourly rates for all Principles, Associates, and technical personnel identified in this RFP. The format should be similar to the following template:

Personnel Role	Name	\$/Hour
Construction Manager / Principal:		
Project Manager:		
Technician:		
Estimator:		
Admin Asst:		
Superintendent:		
Foreman:		
Equipment Operator:		
J/M Carpenter:		
Apprentice Carpenter:		
Pipelayer:		
Concrete finisher:		
Other(s) as may be required....		

In addition to the above, please also included machine and equipment Rate Sheets for potentially required civil equipment for the project, and/or emergency works per Emergency Management BC(EMBC).

Equipment Rate Sheet (To be Provided by Proponent)

Appendix D – Covering Letter

Date:

City:

Address:

Attention:

Subject: **Covering Letter**

By submitting a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with the City on substantially the same terms and conditions of the following, and such other terms and conditions to be finalized to the satisfaction of the City.

Please see attached CCDC-5B sample contract within Appendix F

CONFIRMATION OF PROPONENT’S INTENT TO BE BOUND:

The enclosed proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a proposal, the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements, warranties, and representations made in its proposal.
- d) The Proponent has reviewed the reference material provided for responding to this RFP.

ACKNOWLEDGEMENT OF ADDENDA:

We acknowledge the following Addenda which become part of this RFP:

ADDENDUM #

[Please list ALL addendums that have been issued for this RFP, if applicable. If no Addendums have been issued, please note this in your response above]

In consideration of all aspects of this RFP, we/I are authorized to submit this Response on behalf of the Respondent.

Yours truly,

Name: _____

Title: _____

Telephone Number: _____

e-mail address: _____

Legal name of Respondent: _____

Date: _____

Appendix E – Declaration of Conflict of Interest

[Please provide the following statements with respect to potential conflicts of interest]

- (1) List all projects, contracts, or commissions, etc. the Proponent has undertaken with the City of Grand Forks within the last 3 years. If no business interactions have taken place, please state that.

- (2) If there have been business interactions as defined above, please declare if there are any outstanding claims, litigation, liens, costs, or other disputes, ancillary or otherwise relating to these interactions.

{AUTHORIZED SIGNATORY}

Appendix: F – Contract Terms and Conditions

Proponents should review carefully the terms and conditions set out in Appendix F and respective proposed contract documents and associated Supplementary General Conditions. The contract to be used for the scope of services set out in this RFP will be an Canadian Construction Document Council - 5B (CCDC-5B) or similar, as may be modified by the City of Grand Forks at their discretion.

Contract Requirements

Insurance Requirements

Those requirements are:

All Proponents, prior to final award must be capable of retaining and maintaining in place for the entire duration of the Acquisition Program the following insurances, in a form acceptable to the City:

(1) Comprehensive General Liability Insurance that has a minimum per occurrence amount of \$2,000,000, and a minimum aggregate amount of \$5,000,000, with a deductible no greater than \$25,000.

Contract Type

It is the intent of the City of Grand Forks to utilize the attached CCDC-5B or substantially similar document as may be amended through supplementary general conditions.

Contract to be distributed via follow-on Addendum.

Appendix G – Reference Materials List

Floodplain Data

Flood model

The data included is a flood model that is based on historic flood data and digital elevation modelling for the project area. The model includes raster and polygon for 200 yr. floods, as well as isolines for 20 yr. and 200 yr. floods. Created by Urban Systems

Digital Elevation Model

A Digital Elevation model that spans the municipal boundaries of Grand Forks. Vertical accuracy of ± 2.7 cm, and a horizontal accuracy of ± 15 cm.

Orthophoto

A 15cm Resolution Orthophoto that spans the City of Grand Forks.

Infrastructure Data

Infrastructure Geodatabase

Important Disclaimer: the data for underground infrastructure has not been fully mapped yet. This data is for reference only.

The Infrastructure geodatabase contains known mapped materials for water, sewer, electrical, and stormwater systems. The database also a polygon that shows the City municipal borders.

City Property

This shapefile shows which parcels are owned by the City.

Program Files

Program Map

A series of shapefiles that shows the location of proposed program infrastructure.

DMAF Program Documents

DMAF Application

This folder contains the City's DMAF Application, as well as supporting documents including the Expression of Interest, the RFP for the application, the attestation, and a number of maps that show flood extent in a number of project areas based on the new flood model.

DMAF Engineering Reports

This set of engineering reports were developed by the City in order to apply for the DMAF program. The reports include:

- Archaeological Overview Assessment
- Environmental Overview Assessment
- Limited Phase 1 Overview Assessment
- Step II Hazard Risk Assessment

Some of these reports have been redacted to remove information unnecessary to the RFP procurement process. Additionally, the folder contains .kmz files that show proposed program infrastructure.

Schematic Design Report

This folder contain the recently completed Schematic Design Report(redacted) completed for the entire Grand Forks DMAF Program, including:

- The Schematic Design Report
- Geotechnical Report
- Hydrology and Climate Change Assessment
- WP #1.3 – Pump Station Schematic Design
- Flood Mitigation Program Standards and Guidelines
- FMP Flood Construction Levels
- Schematic Design Drawings

General Conditions List for Pricing in Appendix C – General Conditions Section

Detailed Design Drawings for Work Package #1.0