



Lakelse Gateway Rockfall Mitigation

REQUEST FOR PROPOSAL

Date of issue: March 30, 2022



Submissions shall be marked: "Lakelse Gateway Rockfall Mitigation - RFP"
Closing Date and Time: April 13, 2022 - 2:00 PM local time
Contact: Jonathan Lambert, P.Eng.
Director of Public Works
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Submission Method*: PDF files submitted by email to: jlambert@terrace.ca

*Please note: Maximum email file size limit is 20MB, or less. The City of Terrace will confirm receipt but not be liable for any technological delays of submissions.

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1 INTRODUCTION

The City of Terrace (the City) is a vibrant and growing community centrally located in Northwest British Columbia and is the regional nexus for highway, rail, and air transportation routes. Terrace hosts many of the region's business, retail, post-secondary, medical and government services, and is known for its natural beauty and ease of access to outdoor recreation. Terrace's population is approximately 12,500 with an additional 5-7,000 population in the immediately adjacent urban areas of the Regional District of Kitimat-Stikine and First Nations communities.

The Lakelse Gateway construction is planned for the summer of 2022 and consists of a 3m wide asphalt topped pathway separated from Lakelse Avenue by a concrete curb. Safety of the users of this pathway is paramount, therefore, a geotechnical study was completed to identify areas where the risk of rockfall should be managed.

This RFP is for rockfall mitigation along 348m of exposed rock adjacent to the Lakelse Gateway Multi-Use Path. A total of 164m has been identified as requiring mechanical stabilization, the rest of the 348m requires scaling and the bolting of one loose boulder.

2 BACKGROUND

Metro Testing and Engineering Ltd. (Metro) was engaged in 2022 to complete a geotechnical assessment along the proposed pathway route. Through the 348m of adjacent rock wall, 164m was identified as requiring protective measures to mitigate rock fall hazards. Details of the assessment and conclusions can be found in the attached Appendix A – Geotechnical Report.

The current construction plan is to complete the civil works for the pathway during the summer of 2022 with the rockfall mitigation to follow. This coincides with the closure of the Skeena River Bridge during the 2022 and 2023 construction seasons.

3 SCOPE OF SERVICES

The following scope of services is based on the Geotechnical Report developed by Metro and may change during detailed design to incorporate alternate or innovative solutions that will result in a more economical mitigation while still protecting the public.

Rockfall Mitigation Strategy

The sourcing of engineered remedial and protective measures to mitigate the risks identified in Appendix A. Including the rockfall mitigation and stabilization of the loose rock at station 10+928m.

The protective measures proposed must come from a reputable manufacturer with a proven safety record. Solutions proposed from an unqualified supplier will not be considered.

Deliverables

- Rockfall mitigation plan
 - Construction plan
 - Quality assurance of manufactured components
 - Detailed drawings (optional)

Installation of Remedial and Protective Measures

The other portion of this project is to install the mitigation measures identified in the previous section of the scope. It is expected that throughout the construction process all work safe BC requirements will be met and the work completed by trained individuals. Project management and site coordination are included in this scope. If the Rock Fall Mitigation works are completed after the construction of the pathway, no damage to the asphalt surface must occur.

Deliverables

- Project Schedule
- Construction quality assurance documentation
- Letter of assurance for Professional Engineer
- Installed rock mitigation system

4 AVAILABLE BACKGROUND DOCUMENTS

Background documents are listed below and will be provided by the COT.

- Geotechnical Assessment Report
- Orthophotos, site photos
- Lidar information, topographic survey, and site plans including cross sections

5 PROJECT SCHEDULE

It is expected that the successful Proponent will begin the sourcing of engineered remedial and protective measure immediately, following award of the upcoming RFP according to the tentative project schedule below. The construction schedule is expected to coincide with the construction period of the Skeena River Bridge Rehabilitation Project managed by the MOTI. The purpose of this is to reduce the requirements for traffic control and ensure that the pathway is closed to pedestrians.

By coordinating with the Civil Works contractor for the Lakelse Gateway Project, the proponent may be able to complete the work before the pathway is completed. Allowing for free movement of equipment.

The following timetable outlines the anticipated schedule for the Request for Proposal and contract process.

Milestones	DATE
RFP Invitation	March 30, 2022
RFP Closing Date	April 13, 2022
Proposal Evaluation and Award	April 13 - April 18, 2022
Construction Period*	Summer-Fall 2022 or Summer 2023

Figure 1 – Tentative Schedule

*Construction period dependant on coordination with Pathway Civil Contractor and closure of bridge during the Skeena River Bridge Rehabilitation

6 REQUEST FOR PROPOSAL PROCESS

6.1 Proposal Preparation

Evaluation of proposals is facilitated when the Proponents respond in a similar manner. The proposal should be submitted with the following information:

- I.** A work plan and a methodology, which provides a clear description of the tasks proposed to carry out the various aspects of the work identified in the scope of services. This work plan should clearly show the level of effort planned and time commitment for all members of the project team on each part of the project.
- II.** A timetable / schedule for the completion of all tasks. Included in this timetable should be an indication of when meetings will be required with City staff. The schedule should show how the proponent will keep to the proposed project schedule.
- III.** Provide rates and pricing broken down by the activities listed in the work plan.
 - Detailed costs of all engineering time.
 - Estimate for price of materials.
 - Detailed costs of all construction time.
- IV.** Any additional services deemed necessary by the Proponent, including disbursements.
- V.** Confirmation of each member of the project team complete with resumes. A schedule of hourly rates for all personnel who might be utilized on the project should be included.
- VI.** The Proponent should define what level of commitment by the City of Terrace staff will be necessary in the work plan.

7 PROPOSAL SUBMISSION & AMENDMENTS

- I.** Proposals should be submitted in electronic format (PDF file format preferred) or hardcopy.
 - The City's Public Works front desk hours are 8:30AM to 4:30PM, Monday to Friday, closed Statutory Holidays.
 - For submission by post, courier or email, the Proponent shall be entirely responsible to ensure that their Proposal is successfully delivered to the City.

- II.** Addenda may be issued during the proposal period.
- III.** Amendments to the submitted proposals will be permitted, if received prior to the closing date and time and must be signed by an authorized signatory of the Proponent.
- IV.** Submitted costs are to exclude GST.
- V.** Proponents are requested to submit information in the order requested (see PROPOSAL PREPARATION). This will assist the evaluation team in their review.

8 SITE VISIT

Although not mandatory, a site visit is highly recommended to be attended by a proponent representative prior to submission of their Proposal. Arrangements must be made with the City of Terrace to participate in the site visit(s).

9 CLOSING DATE, TIME, & LOCATION

For the submission address and Closing Date and Time, see the cover page of this RFP document.

10 EVALUATION & SELECTION PROCESS

Evaluation of proposals will be by a committee formed by the City. The committee will review Proposal content and check that all mandatory criteria are met. Proposals not meeting mandatory criteria may be rejected without further consideration at the sole discretion of the City. Proposals accepted for further evaluation will be evaluated based on mandatory and desirable criteria. Evaluation criteria will include but not necessarily limited to:

- Proposed work plan and schedule.
- Expertise and experience of the project team, and quality of references.
- Capability of the Proponent to complete the work safely.
- Capacity of the Proponent to complete the work in a timely manner.
- Consultant Fee and unit rates.
- Quality of the Proposal, including format, clarity, completeness, and methodology.

The City reserves the right to accept any Proposal or reject any or all Proposals. The City reserves the right to waive informalities in or reject any or all Proposals or accept the Proposal deemed most favourable in the interest of the City. Proponents agree, by submission of a Proposal, that the City's evaluation and selection will be final.

Where a Contract is entered into with the Consultant, the form of contract will be in accordance with the terms and conditions of the current MMCD or CCDC Client/Consultant Agreement or an agreed equivalent alternate. Execution of a written agreement by both parties will constitute a Contract for service. The Contract will be governed by and will be construed and interpreted in accordance with applicable Federal, Provincial, or Municipal Statutes, Acts, Regulations and/or Bylaws.

11 ENQUIRIES

All enquiries relating to this RFP are to be directed to the Primary Contact (see below) prior to the Enquiry Deadline, which is 2 working days prior to the Closing Date. The City will make every effort to promptly respond to an enquiry and responses will be shared with all proponents. Questions received after the Enquiry Deadline will not be answered until the approved Proponent's are provided an RFP.

Primary Contact for all Enquiries	Alternate Contact
Jonathan Lambert, P.Eng. Director of Engineering and Public Works City of Terrace – Public Works 5003 Graham Ave Terrace BC V8G 2L1 Tel 250 615 4021 Email jlambert@terrace.ca	Kevin Sousa, P.Eng. Engineering Manager Tel 250 615 4042 Email ksousa@terrace.ca

12 GENERAL CONDITIONS

I. Acceptance and Rejection of Submissions

This RFP does not commit the City of Terrace, in any way to select a preferred Proponent. The City of Terrace reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever

II. Acceptance of Proposals and Award of Contract

Proposals will remain open to acceptance for a period of sixty days after the closing date. The City is not bound to accept the lowest cost, or any proposal of those submitted. Notice sent by email, to a Proponent of the acceptance of its proposal by the City and the subsequent full execution of a written agreement will constitute a contract for service. No Proponent will acquire any legal or equitable rights or privileges relative to the service until the occurrence of both such events. Any contract resulting from this Request for Proposal will be governed by and will be construed and interpreted in accordance with any Federal, Provincial, or Municipal statutes, regulations and/ or Bylaws. After the selection process, the City will advise all Proponents of its selection prior to entering into a contract.

III. Liability for Errors

While the City of Terrace has made efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this document is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City of Terrace, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

IV. Ownership of Documents and Freedom of Information

All deliverables, including but not limited to plans, models, designs, specifications, reports and other documents produced by the consultant and any agent, member, employee, consultant or sub-contractor of the consultant and in connection with the provision of the services and submitted to the City of Terrace become the property of the City of Terrace. They will be received and held in confidence by the City, subject to the provisions of the Freedom of Information and Protection of Privacy Act. The City of Terrace shall have the right to utilize the documents for its benefit in connection with any future repair, modification, or extension of the project for which the services were provided.

V. *Use of Request for Proposal*

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

VI. *Confidentiality of Information*

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

VII. *Indemnity*

The Proponent must indemnify, save and hold harmless the City from and against all claims, actions, loss, damage, expense and costs, made by any person, arising directly or indirectly and whether by reason of negligence of the contractor in the performance of requested work under the terms of this agreement.

VIII. *Insurance*

The Proponent must, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the contract term, Comprehensive General Liability in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract in the forms and amounts acceptable to the City of Terrace.

The consultant will provide and maintain professional liability insurance in an amount not less than \$2,000,000 per occurrence and \$5,000,000 aggregate, insuring the consultant's liability resulting from errors and omissions in the performance of professional services under the contract.

The consultant will provide evidence of automobile liability on all vehicles owned, operated or licenced in the name of the consultant and used in the performance of the work in an amount not less than \$5,000,000.

If, in the opinion of the City, the project contains added risks, the City reserves the right to increase the limit required. Conversely, if in the opinion of the City the project contains reduced risk the City reserves the right to decrease the limit required. All required insurance will be endorsed to provide the City of Terrace with 30 days advance written notice of cancellation or material change. The Proponent will provide the City of Terrace with evidence of the required insurance, in the form of a completed

Certificate of Insurance, immediately following execution and delivery of the contract. The City of Terrace is to be added as Additional Named Insured.

IX. Registration with WorkSafeBC

The consultant and any approved sub-consultants must be registered with WorkSafeBC, in which case WorkSafeBC coverage must be maintained for the duration of the contract. The consultant will be required to submit a WorkSafeBC clearance letter. The consultant shall abide by all provisions of the Worker's Compensation Act of British Columbia.

X. Negotiation/Negotiation Delay

The City of Terrace reserves the right, prior to awarding the Contract, to negotiate changes to the scope of work (including pricing to meet budget) with the successful Proponent without advising any other Proponent or allowing any other Proponent to vary their Proposal as a result of the changes to the scope of work or to the contract documents and the City may enter into a changed or different contract with the successful Proponent without liability to Proponents who were not awarded the Contract. If a Contract cannot be negotiated within 14 days of notification of the successful Proponent, the City may, at its sole discretion at any time thereafter, terminate negotiations with such Proponent and either negotiate a Contract with the next qualified Proponent, reissue the RFP, or terminate the RFP process.

XI. Key Personnel and Subconsultants

If one or more individuals or subconsultants are specified as key project members, the consultant must cause those individuals and firms to perform the services on the consultant's behalf, unless the City of Terrace otherwise approves in writing.