



Town of Lake Cowichan

Request for Proposals

“BUILDING DEMOLITION SERVICES”

The Town of Lake Cowichan (Town) is requesting Competitive Sealed Proposals from qualified firms interested in contracting with the Town to provide building demolition services for the removal and clean-up at one public site in the Town at:

49 South Shore Road on Lot 1, Block 4, District Lot 12, Plan EPP55624 (P.I.D. 029-768-292);

Note: Respondents may submit their proposal on the approved form made available for the purpose. It is the Town’s intent to select a contractor that will, in the Town’s sole determination, provide the best demolition proposal.

Written (and not electronic) proposals must be submitted to:

Joseph A. Fernandez, CAO
Town of Lake Cowichan
PO Box 860
39 South Shore Road
Lake Cowichan, BC V0R 2G0

By no later than 4:00 p.m., Local time, October 6th, 2023.

Three (3) printed (non-electronic) copies of each proposal should be placed in a sealed package or envelope and marked **“BUILDING DEMOLITION SERVICES”**.

No responses will be accepted via facsimile or email.

The Town reserves the right to reject any or all bids.

THE TOWN OF LAKE COWICHAN
REQUEST FOR PROPOSALS
BUILDING DEMOLITION SERVICES

Project Definitions:

Demolition -The contractor will be responsible for the demolition, removal, and proper disposal of structures and contents of all existing vacant buildings listed above. The contractor will be responsible for all costs of transport and proper disposal of all demolition debris.

Certifications and permits - The contractor will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory agencies.

Extent of Underground Demolition - The contractor will be responsible for demolition of all slabs and all underground structures.

Hazmat Abatement - As per the Limited Hazardous Materials Assessment (LHMA), hazardous materials observed during the course of the LHMA must be identified and are to be removed prior to demolition or protected from damage prior to the commencement of construction. Removal or disturbance of hazardous materials must be undertaken by a qualified contractor employing WorkSafeBC approved procedures.

Hazmat Material Assessment - The contractor will be responsible for these where none is available.

Surveys and testing - The Town of Lake Cowichan completed an environmental assessment of the building and will supply the report to all interested firms. Any additional surveys and materials testing that may be necessary for the successful completion of the project shall be the responsibility of the contractor.

Reuse of Materials - No materials from the project are proposed for reuse by the Town.

Salvage of Materials - Unless referenced otherwise in an addendum which will be provided at the mandatory pre-bid conference, the contractor shall take ownership of all scrap/salvage materials.

Utility Disconnects -The demolition contractor will be responsible for coordinating and cost of all utility disconnects.

Responsibility for Temporary Facilities - The contractor will be responsible for all temporary facilities necessary to successfully complete the project – to include, but not limited to, portable restrooms, site fencing, site security, etc.

Special Requirements - Caution and care must be exercised to prevent damage to adjacent structures, sidewalks and streetscape and to ensure that existing businesses in the area can operate normally with no disruption during demolition activities.

Proposal Requirements:

Interested firms are required to attend a mandatory pre-bid conference and walkthrough of the site to be eligible for consideration of their proposal by appointment. Interested firms must, at a minimum, provide the following information:

- *Qualifications/Experience:* Describe the firm's qualifications and experience with this type of work. Give examples and reference contact information for previous similar projects.
- *Approach:* Describe how the work will be accomplished. What measures will be employed to protect adjacent structures from damage?
- *Schedule:* Provide an estimated project schedule to complete the scope of work described above.
- *Safety:* Provide information regarding firm's safety record and describe the specific safety measures/plan to be used in this project to protect personnel, public, structures and infrastructure.
- *Price:* Respondents should submit proposals for the site. A contract may be awarded to a single contractor for the site that will, in the Town's sole determination, provide the best demolition proposal. Price must include any/all fees related to the project requirements.
- *Signed Proposals:* The proposal must be signed by the person(s) authorized on behalf of the proponent or firm and binds the proponent to terms in RFP response.

Proposal Expenditures

The Town will not reimburse any proponent for any costs related to the preparation of a proposal response to this RFP. Without foregoing any generalities, this shall extend to any onsite review, presentations, and any supplemental information provided, and shall also extend to subsequent negotiations, if any, with the Town.

Acceptance of Bid

If the proponents bid is accepted, the proponent agrees to execute a contractual agreement with the Town to undertake the scope of work (as defined in this RFP) within 30 (thirty) days of Notice of Award to the successful proponent.

Binding Agreement

All proposals shall be final and binding on the proponent for a period of 60 (sixty) days from the closing date and time and may not be altered by any subsequent offerings, discussions, or commitments unless the proponent is requested to do so by the Town.

Related Experience/Professional References

Proponents must provide examples that substantiate their respective experience on similar municipal works. The proponent shall list their experience, work of a similar nature, and any other pertinent information; they may also submit additional project-related information as an appendix to the RFP. The proponent is advised that the Town may, at its discretion, contact any and all individuals listed as professional references for the purposes of evaluating the proponent's capabilities to undertake the scope of work proposed in this RFP.

Proposal Details

All bidders must provide the following:

- Name of business;
- Name of Primary Contact; and
- Detailed unit costing.

WorkSafe and Insurance Requirements

The successful proponent will be required to provide a certificate of general public liability insurance in the amount of \$5,000,000.00 with the Town named as additional insured upon acceptance of the proposal.

The successful contractor and any subcontractor must be registered and in good standing with WorkSafe BC. Workers Compensation coverage must be maintained for the duration of the contract.

Contract

The Vendor will be required to sign a contract with the Town relating to the work to be performed. Such contract shall include, but is not limited to, the following articles: method of compensation, time of performance, specifications of the equipment, duties of the vendor, termination of the contract, ownership of material, changes, submission of material, and obligations of the Town.

Selection

The selection of the Vendor will be based upon total cost of the project, ability to meet required and preferred specifications, project team qualifications, demonstrated knowledge and experience, customer service, and willingness to meet time requirements. The Town reserves the right to request an interview/demonstration if necessary to make a selection.

In making a proposal, the Vendor hereby certifies that he has reviewed this RFP and is familiar with all conditions contained therein.

Town staff will review all proposals. Final selection of the consultant will be made by Town Staff and authorized, via contract award, by Town Council.

By the act of submitting its proposal, the Bidder waives any right to contest in any legal proceeding or action the right of the Town of Lake Cowichan to award the work to whomever it chooses, in its sole and unfettered discretion, and for whatever reasons the Town of Lake Cowichan deems appropriate. Without limiting the generality of the foregoing, the Town of Lake Cowichan may consider any factor besides price and capability of the Vendor to perform the work that it deems appropriate.

The Town shall have the sole discretion in evaluating the qualifications of responders and the suitability of their proposals to meet the Town's needs. The Town reserves the right to select the Proposal that is deemed to be in the best interest of the Town. The Town also reserves the right to reject any and all Proposals.

The selection criteria will be based on a scoring system as follows:

- Price – 50 points
- Qualifications & experience – 20 points
- Approach – 20 points
- Schedule – 10 points

THE BUILDERS LIEN ACT - the Consultant shall be the “payment certifier” for the purposes of the Builders Lien Act in respect of amounts due to the Contractor under the Contract. The Contractor acting alone shall be the “payment certifier” for the purposes of the Builders Lien Act in respect of amounts due to any “subcontractor” as defined under the Builders Lien Act. Certification by the Contractor in respect of amounts due to any “subcontractor” as defined under the Builders Lien Act or in respect of completion of a subcontract, and release of holdback monies by the Owner in respect of amounts due to any such “subcontractor” in connection with such certification by the Contractor, shall not be taken as acceptance or approval by the Owner of any of the Work of such “subcontractor”.

The Owner shall hold back, as Builders Lien Holdback, 10% (or such other percentage as may from time to time be prescribed under the Builders Lien Act) of any amounts due to the Contractor.

The Contractor shall keep the property and the Work free and clear of all claims for liens relating to the performance of the Work. The Contractor shall be liable to the Owner for any expense (including legal costs on a solicitor and own client basis) incurred by the Owner as a result of the Contractor’s failure to do so. The Contractor shall promptly at its expense discharge or cause to be released any such claim of lien.

The Owner may from time to time apply to the court under section 7(5) of the Builders Lien Act in the name of the Contractor (and for this purpose of the Contractor hereby irrevocably authorizes that the Owner to do so) for an order declaring whether the Contract or any subcontract has been completed. The Contractor agrees to execute such further and other documents and assurances to give effect to the foregoing.

The Owner may from time to time make application to court for directions and a determination as to the dealing with and disposition of the Builders Lien Holdback, and the Contractor shall be bound by any action taken by the Owner in accordance with any order or direction given by the court. The Owner may at any time pay monies into court pursuant to section 23 of the Builders Lien Act, or pursuant to any order or direction of the court, and any such payment shall be credited against amounts due to the Contractor under the Contract.

The Owner may, in addition to other holdbacks as provided by the Contract Documents, hold back an amount equal to the amount any lien which has been filed (at the land title office, or by a statement of claim) with respect to the Work, plus a reasonable amount (for this purpose at least 15% will be permitted) as security for costs.

BID FORM

Sealed Bids must be plainly marked on the envelope:

Tender No. 10-23

BUILDING DEMOLITION SERVICES

at Lot 1, Block 4, District Lot 12, Plan EPP55624 (P.I.D. 029-768-292)
and specifically 49 South Shore Road

Will be received by: The Town of Lake Cowichan
PO Box 860, 39 South Shore Road,
Lake Cowichan, BC, V0R 2G0

at the time and date stated in the "Invitation to Tender" at which time they will be opened.

Complete the following information in PRINTED OR TYPEWRITTEN form. Any future correspondence from The Town of Lake Cowichan concerning this Bid will be directed to the address shown below.

BIDDER NAME (FIRM) _____

MAILING ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

CONTACT NAME (INDIVIDUAL) _____

EMAIL ADDRESS _____

BID FORM (cont'd)

The undersigned Bidder having carefully read, examined and understood the Tender documents, hereby agrees to the same and having full knowledge of the Work required and of the materials to be furnished, does hereby Bid and offer to enter into a Contract to perform and complete the whole of the said Work and provide all necessary labour, equipment, plant, tools and materials as set forth and in strict accordance with those Specifications, Drawings and other Contract documents, to do all therein called for on the terms and conditions and under the provision therein set forth in the total sum of, and at the rates specified in the attached Schedule of Prices.

Title _____

Tender Price		\$ _____
	GST	\$ _____
Total Tender Price (including GST)		\$ _____

The Contractor offers to substantially perform the work by: October 31, 2023.

The construction duration may be considered by the Owner in evaluating the Tender and determining the contract award.

The prices Bid hereby include and cover duties, value added taxes and handling charges, transportation charges and all other charges incidental to completion of the works under this Contract.

WorkSafeBC Registration/Firm No. _____

The undersigned Bidder hereby agrees to submit to the Owner a Certificate of Insurance and Prime Contractor Designation Forms as required in the INSTRUCTIONS TO BIDDERS, within SEVEN (7) days after acceptance of his Bid and prior to the commencement of Work or supply of materials.

The successful Bidder must possess an inter-municipal or non-resident business licence and will be required to provide evidence of same. Do you have the required Business Licence?

Yes _____ (Issuing Municipality _____ Licence # _____) No: _____

BID FORM (cont'd)

The undersigned Bidder hereby agrees that he has made this Bid without any connection, knowledge, comparison of figures, or arrangement with any other person or persons submitting Bids for this Tender, and that this Bid is without collusion or fraud.

The undersigned Bidder hereby agrees that once the Bids for this Tender have been opened, this Bid and offer shall not be revoked before EITHER acceptance thereof by the Owner OR the expiration of SIXTY (60) days after the opening of Bids for this Tender whichever shall first occur.

The Bidder further understands and agrees that Town of Lake Cowichan is not bound to accept the lowest or any Bid received and that the Bidder has no rights or claims against the Owner in any way whatsoever in the event that this Bid is not accepted and a contract is not completed.

DATED THIS _____ DAY OF _____, 2023

Signature of Witness

Signature of Bidder

Name (please print)

Name (please print)

Address

BID FORM (cont'd)

APPENDIX 1 - LIST OF PREVIOUS CONTRACTS

The Bidder shall provide details on past projects that the Bidder has carried out that are similar in the nature or comparative that demonstrates the Bidder's ability to undertake this Work.

The Owner intends to use the information to assess the experience of the Bidder in the appropriate fields of work. The Owner may contact the references given below before awarding the Contract.

LOCATION: _____ CLIENT: _____

ENGINEER: _____ TELEPHONE NUMBER: _____

CONTRACT VALUE: _____ FAX NUMBER: _____

EMAIL: _____

DESCRIPTION OF WORK:

LOCATION: _____ CLIENT: _____

ENGINEER: _____ TELEPHONE NUMBER: _____

CONTRACT VALUE: _____ FAX NUMBER: _____

EMAIL: _____

DESCRIPTION OF WORK:

LOCATION: _____ CLIENT: _____

ENGINEER: _____ TELEPHONE NUMBER: _____

CONTRACT VALUE: _____ FAX NUMBER: _____

EMAIL: _____

DESCRIPTION OF WORK:

BID FORM (cont'd)

APPENDIX 2 - LIST OF SUPERVISORY PERSONNEL

The Bidder proposes to assign the following key personnel to administer this contract. The Bidder should indicate whether the personnel listed are to be employed full-time or part-time.

Include Project Administrator and Superintendent.

NAME AND POSITION _____

QUALIFICATIONS _____

EMPLOYED FULLTIME OR YEARS EXPERIENCE _____

PART TIME _____

BID FORM (cont'd)

APPENDIX 3 - PRELIMINARY SCHEDULE

INDICATE SCHEDULE WITH BAR CHART WITH MAJOR ITEM DESCRIPTIONS AND MILESTONES AS PER WORK SCOPE OF WORK

CRITICAL MILESTONES

Earliest Notice of Award:

Substantial Performance:

Activity	Scheduled Dates

BID FORM (cont'd)

APPENDIX 4 – DECLARATION OF SOCIAL & ENVIRONMENTAL PRACTICES

The Town of Lake Cowichan expects that any applicant has and will comply with all applicable labour, human rights, work place safety, employment standards and corruption of foreign public officials legislation (herein called 'labour legislation'); environmental standards related to the protection of air, water and land resources (herein called 'environmental legislation'). The purpose of collecting data with this declaration is informational only. Convictions listed do not affect awards.

Please fill in, sign and read over the following for submission.

I have authority to sign, declare and submit with the Bid Response, on behalf of the Bidder _____ that:

1) The Bidder has not been convicted of a violation or found to be in non-compliance with any labour or environmental legislation by a regulatory body, administrative body, court or other tribunal having jurisdiction over the Bidder within the past 3 years; other than those set out in the table below (if any):

Legislation/Regulatory Body	Date of violation or conviction	Description of violation or conviction	Document file number

2) All information contained herein is true, accurate, and complete, and I understand that a false declaration may result in the disqualification of the proposal from consideration or termination of the resulting contract, without any cost or penalty to the Town of Lake Cowichan.

Qualification criteria may be further specified to meet the needs of a particular purchase. Additional information

on the social & environmental practices of any Bidder may be requested.

Signature Authority:

(Corporate Name of the Bidder)

(Signature of Bidder)

(Date)