



Contract 2776Q

Rip Rap Armour Upgrade at
Dyke Road east of Gilbert Road

Bidders are requested to respond to this Quotation call as instructed subject to the provisions contained herein.

Name of Bidder: _____

Address: _____

City: _____

Province: _____ Postal Code: _____

Telephone No: _____ Fax No.: _____

E-mail: _____

Contact Person: _____

Title: _____

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Instructions to Bidders

1. Sealed quotations, plainly marked on the envelope:

**CONTRACT 2776Q – RIP RAP ARMOUR UPGRADE AT DYKE ROAD EAST
OF GILBERT ROAD**

will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until 12:00 noon, Local time:

Thursday, January 5, 2006

2. Quotations received in the office of the Purchasing Section after the above-mentioned time and date will be returned unopened.
3. Quotations must be submitted on the attached Forms and be authorized by a signing officer of the Bidder's company. The entire Request for Quotation must be returned to the City.
4. This Document with completed Forms will become part of the Contract Documents between the City and the successful Bidder.
5. The City reserves the right to accept all or any part of a quotation or to waive irregularities at their own discretion. The lowest or any quotation will not necessarily be accepted.
6. Proprietary names, unless otherwise stated, are used solely to establish standards of materials and finish. Items of other manufacture may be accepted as equal to those specified, at the discretion of the City.
7. The City of Richmond estimates that this contract will be awarded within 2 weeks of the closing date. All bidders submitting Quotations for the Project will be advised as to the outcome. Please note that Bid results for contracts listed on the City Web Site and/or BC Bid will be posted on these sites within two (2) weeks of the award of Contract.
8. Prices, in Canadian currency, shall be shown for the work specified and shall include all wages and benefits for those personnel engaged on this contract, expenditures for materials, equipment, travel expenses, assessments for Workers' Compensation, Unemployment Insurance, Canada Pension Plan or any similar statute, costs of subcontracts, insurance premiums, bonds, royalties, permits and licences, taxes, tariffs and duties, overhead, profit, and all other expenditures in connection with the work.

Instructions to Bidders (Cont'd)

9. The contractor will be required to Indemnify and Insure the City as shown in the General Conditions of the Contract.

Bidders shall have the Undertaking of Liability Insurance Form Letter L1-1 (attached) completed and submitted with their Quotation.

All policies and certificates shall be submitted to the Purchasing Section before a contract is issued to carry out the work.

10. Bidders shall examine the contract documents and visit the site of the work to understand the contract requirements of the project. The City will not make allowances for the contractor's failure to make proper site investigation.
11. Each Bidder shall state on the lists provided to be submitted as part of his quotation, information regarding their previous contracts, subcontractors and equipment that he proposes to use to carry out this contract to completion. It is the intention of the City not to award the contract to any Bidder who does not furnish satisfactory evidence that he has the ability and experience to perform the various works covered under this Contract, and that he has sufficient capital and plant to enable him to execute the said works successfully, and to the satisfaction of the City, and to complete and deliver said works as quoted in his Quotation.
12. Inquires during submission of Quotation should be directed as follows:
- | | |
|--|--|
| <u>Purchasing</u> | Telephone: 604-276-4287 |
| David Phipps
Supervisor, Purchasing Unit
City of Richmond | E-mail: purchasing@richmond.ca |
| <u>Technical</u> | Telephone: 604-276-4377 |
| Roeland Zwaag, P.Eng.
Project Engineer, Design and Construction
City of Richmond | E-mail: rzwaag@richmond.ca |
13. Quotations may be withdrawn by written notice only, provided such notice is received at the office of the City's Purchasing Section prior to time set as closing time for receiving Quotations.
14. Quotations shall be open for acceptance for 60 days following the submission closing date.

Instructions to Bidders (Cont'd)

15. Bidders are advised that submissions of quotes shall be in compliance to the Freedom of Information and Privacy Act.
16. Any interpretation of, additions to, deletions from, or any other corrections to the Contract documents, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential bidders to check the City of Richmond's Website, BCBid and/or the Purchasing Section to ensure that all available information has been received prior to submitting a bid.
17. The City, it's agents and employer shall not be responsible for any information given by way of verbal communication.
18. To arrange a site visit, please contact Roeland Zwaag, as listed on Page 4, Item 12. ***Please note that Richmond City Hall will be closed from December 24th, 2005 to January 2nd, 2006, re-opening on Tuesday, January 3rd, 2006..***

Quotation Form

Purchasing Section
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

The undersigned Bidder, having carefully read and examined the Instructions to Bidders, Undertaking of Liability Insurance, Quotation Form, Quotation Annexures, General Conditions of Contract, Specifications, Drawings and Attachments, and having full knowledge of the work required, does hereby offer to provide all necessary materials in strict accordance with the Specifications and to do all therein called for on the terms and conditions and under the provisions therein set forth at the:

LUMP SUM TOTAL QUOTED PRICE OF \$_____

PAYMENT TERMS _____ EARLY PAYMENT TERMS _____

The above price includes and covers duties, Federal, (including G.S.T.), Provincial Taxes, handling and transportation charges, and all other charges incidental to and forming part of this Quotation.

The undersigned Bidder agrees to complete the whole of the works before February 10, 2006.

Name of Bidder: _____

Address: _____

Telephone No: _____

Name, Signature, and
Title of Signing Officer: _____

Date: _____

E-mail: _____

Web Address: _____

FORM LETTER LI-1

Undertaking of Liability Insurance

(To be submitted with Quotation)

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

Dear Sirs:

We, the undersigned (insert insurance company's name) _____ do hereby undertake and agree to insure the Contractor in the amount of \$5,000,000.00 as outlined in the attached "General Conditions of the Contract" and agree to:

- a. Name the City of Richmond, its officers, officials, agents, and employees as additional insured in connection with the work being proposed by the Contractor.
- b. State that such policy applies to each insured in the same manner and to the same extent as if separate policy had been issued to each insured named in the policy.
- c. State that the policy cannot be cancelled, lapsed, or materially changed without at least 30 days written notice of cancellation delivered to the City Clerk of the City of Richmond at 6911 No. 3 Road, Richmond, BC V6Y 2C1.
- d. State that coverage provided by such insurance shall protect the Contractor and the City of Richmond during the performance of the works and services specified in the attached Form of Quotation and specifically that the insurance required by such Quotation shall be consistent with the requirements therein.

if the Contract is awarded to (insert bidder's name) _____

EXCEPTIONS:

Dated at _____, British Columbia, this ____ day of _____, 2006.

BY: _____ TITLE: _____

This form must be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company.

A SEPARATE FORM MUST BE SIGNED FOR EACH POLICY IF MORE THAN ONE POLICY.

List of Previous Contracts

The Bidder has recently undertaken and completed the Contracts described following and authorizes the City of Richmond to inquire as to the nature of the Bidders performance on these contracts.

	DESCRIPTION OF CONTRACT	TOTAL PRICE OF CONTRACT	DATE COMMENCED	DATE COMPLETED
Company:				
Contact Name:				
Phone:				
E-mail:				
Company:				
Contact Name:				
Phone:				
E-mail:				
Company:				
Contact Name:				
Phone:				
E-mail:				
Company:				
Contact Name:				
Phone:				
E-mail:				

(If additional space is required, attach additional)

List of Subcontractors

The Bidder agrees that the subcontractors shown herein is the list of subcontractors that he proposes to use to carry out those part of the work shown on the list and, subject to their approval by the City, the Bidder agrees to employ the listed subcontractors and no others.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

The Bidder agrees that if he is awarded the contract, he will bind every subcontractor by the terms of the contract documents, as far as applicable to his work.

Description of Parts of Work to be Sublet to Subcontractors	Name, Address, and Telephone Number of Subcontractor(s) to be Used to Carry Out the Various Parts of the Work Described
--	--

(If additional space is require, attach additional)

List of Equipment

The Bidder proposes to use the equipment listed below in carrying out the work covered by this Contract (list only the major pieces of equipment to be used):

Number of Units	Brief Description of Equipment (state its use, make, age, and general condition)	Check Whether:	
		Owned by Bidder	Rented/ Leased

(If additional space is require, attach additional)

List of Drawings and Attachments

Drawing/Attachment No.	Date	Revision	Title
Mc-169	March 2005	A	Riprap Armour Upgrade Dyke Road From Gilbert Road to 115.50 East
FREMP CPR#0511F082	November 30, 2005		City of Richmond – Application to upgrade riprap bank protection on the dyke near south end of Gilbert Road – Fraser River

(If additional space is require, attach additional)

Specifications

Location of Work

Dyke Road from Gilbert Road to 115.50 m east. As per attached drawing Mc-169, Issue A “For Construction”.

Scope of Work

Excavate, supply and install Type 3 and Type 6 Riprap material along the Fraser River side of the dyke from Gilbert Road to 115.50 m east. Supply and install native fill material to erosion area as per attached drawing Mc-169, Issue A “For Construction”.

Note that this scope of work does not include the planting associated with the marsh extension.

Details

Schedule is an important factor. The Natural Hazards Mitigation fund requires that project costs are submitted no later than February 17, 2006. The successful contractor is to have substantial completion of work on or before February 10th, 2006. The contractor shall be liable for all associated costs to the City should substantial completion not be achieved as specified. No work shall be permitted over the period of December 24th, 2005 to January 2nd, 2006. Hours of work shall comply with Bylaw 6989, Public Health Protection.

Riprap specifications are provided in attached drawing.

Work all as per Master Municipal Construction Documents (MMCD) 2000 Edition and City of Richmond Supplementary Specifications and Detail Drawings, June 2005, available at Front of House, Customer Service, Main Floor, City Hall, 6911 No. 3 Road, Richmond, B.C.

The contractor shall comply with all requirements noted in the enclosed FREMP letter dated November 30th, 2005; including but not limited to:

- The successful contractor shall provide to City staff a written document detailing an appropriate fuel and oil spill prevention/contingency plan as per the FREMP letter dated November 30th, 2005.
- The successful contractor shall have in place a sediment management plan to minimize the deposit of sediment or sediment laden water into the aquatic environment.

Environmental Terms and Conditions of Contract

1.0 Environmental Policy Requirements

1.1 The City of Richmond's Environmental Purchasing Policy

The City of Richmond's Environmental Purchasing Policy states:

In order to increase the development and awareness of environmentally sound products and services, City of Richmond staff will review their contracts and tender specifications for goods and services, to ensure that wherever possible and economically feasible, specifications are amended to provide for consideration of environmental characteristics. Consideration may be given to those environmental products that are certified by an independent accredited organization.

The City of Richmond as a whole will endeavour to increase its use of products and services that are more responsible to the environment in the way they are made, used, transported, stored and packaged and disposed of. It is recognized that analysis is required in order to ensure that the products are made available at competitive prices, and that the environmental benefits provided by a product or service should not significantly affect the intended use of that product or service.

- 1.1.1 The City of Richmond reserves the right to request information from bidders that will demonstrate compliance to this environmental purchasing policy.
- 1.1.2 The City of Richmond Environmental Purchasing Guide is available from the City of Richmond Web site at:

<http://www.richmond.ca/services/environment/policies/purchasing.htm>

General Conditions of the Contract

1. Definitions

The two parties to the Contract/Purchase Order are the Contractor and the City, defined as follows:

The Contractor: The successful bidder for the work upon receipt of a purchase order and/or written acceptance of his Quotation from the City.

The City: City of Richmond.

Acceptance of the City of Richmond's Purchase order deems acceptance of all conditions of the supply and installation contract.

2. Work to Satisfaction of City

The whole of the works and the manner of performing this Contract shall be done to the entire satisfaction and approval of the City, and it shall be the sole judge of the work and materials in respect of both quality and quantity, and its decision with regard to work or materials, or as to the meaning and intention of this Contract, or any part or parts thereof, shall be binding and final upon the Contractor.

3. Work to be in Conformity with Contract Documents and Drawings

All work shall be done in strict conformity with the Contract Documents and drawings which form a part of the Contract. The intent of the contract documents is to include all labour, materials, equipment, services, supplies and all the things necessary for the proper and complete execution of the work.

4. Permits

The Contractor shall comply with all codes, laws, regulations, and ordinances which concern the work, and unless otherwise provided herein shall obtain and pay for all applicable permits, licences, and certificates.

5. Use of Premises

The Contractor shall confine the use of the premises for his work as directed by the City and shall comply with regulations which govern the building or institution where the work is located.

At the conclusion of the work, the Contractor shall clean up and remove all debris and rubbish to the satisfaction of the City.

General Conditions of the Contract (Cont'd)

6. Warranty

Unless otherwise specified, the Contractor warrants that only the best workmanship and materials will be employed and if, within a period of one (1) year from the date of acceptance of the work by the City, such work or supplies or any portion thereof are found by the City to be defective or faulty due to imperfect or bad workmanship or material, the Contractor agrees to replace such defective supplies and correct such defective work forthwith without expense to the City.

7. Liens

The Contractor shall fully indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or inequity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process, or otherwise.

8. Default

- (a) The City may, by notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to perform any provision of this Contract within the time specified or to perform any other provision of this contract.
- (b) In the event the City terminates this Contract in whole or in part as provided in clause (a), the City may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services.
- (c) The Contractor shall not be liable for any excess costs under clause (b) if failure to perform the Contract arises by reason of strikes, lockouts, acts of God, or acts of the City.

9. Taxes

Unless otherwise provided herein, the Contractor shall pay all government sales or excise taxes in force at the date of the Agreement, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract accordingly. Invoices shall show the appropriate amounts for Goods and Services Taxes and Provincial Sales Taxes separately.

10. Laws

The laws of British Columbia shall govern the work.

General Conditions of the Contract (Cont'd)

11. Time

Time shall be the essence in this Contract.

12. Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other.

13. Notices

Any notice required to be given in this Contract shall be deemed to be duly given to the City if sent by registered mail addressed to the City's Purchasing and Risk Manager at Richmond "City Hall, 6911 No. 3 Road, Richmond, BC V6Y 2C1" and to the Contractor if sent by registered mail addressed to the Contractor at the address set forth in the Quotation.

14. Inquiries

Contractor's inquiries to the City during construction should be directed to the following:

Technical

Telephone: 604-276-4377

Roeland Zwaag, P.Eng.

Project Engineer, Design and Construction E-mail: rzwaag@richmond.ca

City of Richmond

15. Settlement of Complaints Re: Work

If, in the opinion of the Manager Purchasing and Risk, the work is improperly, defectively, or insufficiently performed, or being performed, the Manager Purchasing and Risk may, in writing, order the Contractor to re-execute or correct the work in accordance with such order; and if the Contractor fails to comply with such order within ten working days, the Manager Purchasing and Risk may, at any time thereafter, execute or cause to be executed the order so given, and the Contractor shall, on demand, pay to the City of Richmond, all costs, damages, and expenses incurred in respect thereof or occasioned by reason of the non-compliance by the Contractor with any such orders; and if the Contractor fails to pay such costs, damages, and expenses, the City of Richmond may retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Contract.

General Conditions of the Contract (Cont'd)

16. Other Contractors

The City may have his own work forces and other contractors on the site while the work of this Contract is under way. The City shall coordinate the work of all Contractors on the site and require their coordination with each other.

The Contractor shall report to the City any apparent deficiencies in other contractors' work which would affect the work of this Contract immediately the deficiencies come to his attention.

17. Changes in the Work

The City may make changes to the work; the Contract price, and time being adjusted accordingly. Except for emergencies, all changes will be made by written order.

18. Protection

The Contractor shall maintain protection of all his work and materials from damage and shall protect the City's and any adjoining property from injury due to the Contractor's work.

19. Payments

The City shall make progress payments once a month for work completed and materials on the site upon receipt of the Contractor's invoice.

Except for the final payment, the City shall holdback 10% of the amount of progress claims. The City shall pay the holdback 55 days after completion of the work upon receipt of the contractor's written claim for final payment accompanied by a Statutory Declaration stating that the Contractor has discharged every obligation and paid or satisfied every just claim incurred by him in connection to the Contract, including claims by his subcontractors, and upon receipt of clearance from the Workers' Compensation Board.

20. Indemnification and Insurance

The Contractor will indemnify, hold, and save harmless the City from and against all claims, losses, damages, costs, actions, and other proceedings, made, sustained, brought or prosecuted in manner, based upon, occasioned by, attributable to any injury, including death, property damage, infringement, or damage arising from any act or omission of the Contractor, his employees, officers, volunteers, servants, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of this agreement.

General Conditions of the Contract (Cont'd)

The Contractor shall, at his own expense, through the terms of the contract secure, maintain, and pay for the following coverages:

- (a) Comprehensive General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage and \$5,000,000 for personal injury. The policy or policies shall cover all premises and operations necessary or incidental to the performance of this agreement and include but not necessarily be limited to the following coverages:
1. Contractual liability assumed under this agreement.
 2. Contingent employer's liability with respect to operations of sub-contractors.
 3. Owner's protective liability.
 4. Cross liability.
 5. Automobile liability (non-owned, hired).
 6. Completed operations liability 24 months after completed operations.
 7. Voluntary medical payments.
- (b) "Course of Construction" Property Damage Insurance covering all risks of physical loss or damage on an occurrence basis, including loss of use of property, and including losses or damage from flood or earthquake. The coverage provided shall amount to no less than 80% of the total value of the work done and material delivered to the site, or under the control of the Contractor, payable to the City and Contractor as their interests may appear, and protecting each in such terms as will preclude subrogation claims by the insurer against anyone insured thereunder.

The City, its officers, officials, and employees shall be added as additional named insured on all such policies. All such insurance provided by these policies shall be primary regardless of any insurance or self insurance that may be enforced at the time of any loss or claim that insures the City, its officers, officials, and employees.

The policy or policies shall be underwritten by an insurance company or companies licensed to do business in the Province of British Columbia and who meet with the reasonable approval of the City. Prior to the commencement of the work defined by this agreement, the Contractor shall furnish the City through the Office of the Manager Purchasing and Risk a certified original copy of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies cannot be

General Conditions of the Contract (Cont'd)

cancelled, lapsed, or materially changed without at least 30 days' written notice to the City.

Maintenance of such insurance and the performance of the Contractor of his obligations under this clause shall not relieve the Contractor of liability under the indemnification provisions here and above set forth. The foregoing insurance provisions shall not limit the insurance required by Municipal, Provincial, or Federal law.

It shall be the full responsibility of the Contractor to determine whether any additional insurance coverage is necessary and advisable for its own protection and/or to fulfil its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor its own expense.

It is understood that this agreement is strictly between the Contractor and the City and the Contractor is an independent contractor for the City and no employment relationship, partnership, agency, or joint venture exists between the City, the employees of the Contractor and/or its agents and/or their employees, and/or its Contractors and/or their employees. Any disputes between the Contractor and any of its employees and/or its agents and/or their employees and/or their Contractors and/or their employees shall be resolved by the Contractor with no involvement by the City.

21. Workers' Compensation Board Coverage/Prime Contractor

The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this contract until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract had been paid in full.

The Contractor agrees that it is the Prime Contractor for the purposes of the Workers' Compensation Board Occupational Health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to the Workers' Compensation Board and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all subcontractors, workers, material men and others engaged in the performance of this contract. Prior to commencement of construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the City confirming that the Contractor shall be the Prime Contractor responsible for coordination of safety and

General Conditions of the Contract (Cont'd)

health under Part 3 of the Workers Compensation Act and Part 20 of the WCB Occupational Health and Safety Regulations.

The Contractor shall provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this contract. The Contractor shall also provide a signed copy of the Prime Contractor Designation Document.

The Contractor shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.



Note: Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.
Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender No.

No. **2776Q**

A Quotation/Proposal/Tender is not being submitted for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> Specifications are not sufficiently defined | <input type="checkbox"/> Cannot quote/tender a firm price at this time |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender. |
| <input type="checkbox"/> Quantity too small | <input type="checkbox"/> We are unable to competitively quote/tender at this time. |
| <input type="checkbox"/> Quantity too large | <input type="checkbox"/> We do not have facilities to handle this requirement |
| <input type="checkbox"/> Quantity beyond our production capacity | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> Cannot meet packaging requirements | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments	Firm Name	
	Address	
	City	
	Province	Postal Code
	Telephone Number	



FAXED
November 30, 2005

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

Facs: 604.276.4197

Attn: Jim Young, Manager, Engineering

RE: FREMP CPR# 0511F082; City of Richmond – Application to upgrade riprap bank protection on the dyke near south end of Gilbert Road - Fraser River

PROJECT REVIEW

Reference is made to the above subject application made to the Fraser River Estuary Management Program (FREMP) Environmental Review Committee (ERC) for a coordinated environmental review.

Based upon the information provided, the FREMP ERC understands that the City of Richmond is proposing to undertake works to upgrade the riprap bank protection on the Fraser River dyke near the south end of Gilbert Road, Richmond, BC.

The FREMP ERC notes that the subject works are proposed within shoreline designated as having “highly productive and diverse habitat features that support critical fish and wildlife functions” and colour coded “red” under the FREMP Shoreline Habitat Classification Mapping. However, it appears that the subject works can be conducted in a manner that avoids significant disturbance to the existing habitat features on or in the Fraser River.

If any of the foregoing points are inaccurate, misleading or otherwise require further discussion, please notify the undersigned at your earliest convenience as the FREMP ERC may wish to modify the comments in this letter accordingly.

The FREMP ERC also understands that the works will encroach within the Boundary Bay Wildlife Management Area (WMA). The BC Ministry of Environment has advised that there will be no requirement for a formal authorization to undertake works within the WMA provided the works are carried out in accordance with the recommendations of this FREMP letter.

On the understanding that the foregoing points accurately reflect the subject proposal, it is the opinion of the FREMP ERC that the potential adverse impacts to fish, wildlife and their habitats associated with the proposed works to upgrade the riprap bank protection on the Fraser River dyke near the south end of Gilbert Road, Richmond, BC can be mitigated through the application of appropriate criteria. In addition to

those measures set out in the information provided, the following measures are intended to prevent or avoid any potentially harmful effects to fish, wildlife and their habitats:

1. City of Richmond acknowledges that all plans and specifications relating to this application have been duly prepared and reviewed by appropriate professionals working on its behalf. City of Richmond further acknowledges that it is solely responsible for all planning, safety and workmanship aspects of all the works associated with this application.
2. The works shall be as described in this letter and as described and shown in the following documents:
 - i. The Fraser River Estuary Management Program Coordinated Project Review Common Application Form signed by M. Sellers of the City of Richmond dated November 23, 2005 and attachments.
 - ii. The City of Richmond Drawing No. Mc-169 "Riprap Armour Upgrade Dyke Road From Gilbert Road To 115.50m East" dated March 2005.
3. City of Richmond shall ensure that all work associated with the subject project complies with the requirements of the *Fisheries Act* and any other applicable laws and regulations.
4. Best efforts shall be made to avoid conducting the works during the fisheries sensitive period from March 1 to July 15, inclusive. If the works need to be conducted during this fisheries sensitive period, all works must be conducted in the dry above the water surface of the Fraser River (i.e. there shall be no in-water works conducted during the period from March 1 to July 15 of any given year).
5. The disturbance to tree or shrub vegetation and intertidal marsh vegetation is to be kept to the absolute minimum required to conduct the works.
6. All fill materials or materials that will contact the waters of the Fraser River, including shoreline armouring or surfacing, shall be clean material, free of organic material and deleterious substances (i.e. substances harmful to fish).
7. Land-based equipment or machinery shall operate from the upland or from the intertidal foreshore within the footprint of the project and shall not operate from the intertidal foreshore outside the footprint of the project or from the waters of the Fraser River.
8. Water-based machinery or equipment or vessels (e.g. barges, boats, etc.) used during the works AND moored at the subject site shall be located and firmly moored in deep water, far enough offshore to prevent any grounding on the foreshore or bed of the Fraser River. The only exception to this condition is that use may be made of vertical spuds to hold barge(s) in place.
9. All machinery used at the site must be clean, in good operating condition and free of excess oil and grease.
10. The direct or indirect release or deposit of sediment or sediment laden water into the aquatic environment shall be minimized during the works. In this regard, reference should be made to the applicable water quality criteria as described in the British Columbia Water Quality Guidelines (Criteria): 1998 Edition produced by BC Ministry of Environment, Lands and Parks.

11. All work and activities at the site must be carried out such that there is no discharge, either direct or indirect, of construction waste, excavation waste, overburden, soil, dewatering effluent, oil, grease, raw concrete or concrete leachate or any substances deleterious to aquatic life onto the intertidal foreshore or into the waters of the Fraser River.
12. An appropriate fuel and oil spill prevention/contingency plan is to be in place prior to work commencing and that appropriate spill containment and cleanup supplies are at hand whenever the subject works are underway.
13. All works shall be carried out in such a manner so as to avoid any adverse impact on fish or fish habitat. If such impact occurs Fisheries and Oceans Canada reserves the right to immediately suspend or alter operations and the proponent shall undertake, at their own expense, any compensatory and/or remedial works deemed necessary by Fisheries and Oceans Canada to ensure a "no net loss" in the productive capacity of local fish habitat.
14. City of Richmond should be reminded of its obligation to comply at all times with Section 36 of the *Fisheries Act*, which specifically prohibits the deposit of a deleterious substance into fish-bearing waters. Due diligence is required at all times to prevent such a deposit, and adherence to the terms and conditions of this letter does not in itself relieve the City of Richmond of this ongoing obligation.
15. The Fisheries and Oceans Canada Conservation and Protection Field Supervisor in Steveston, BC shall be advised at least five (5) days in advance of the start of works (tel. 604-664-9250 or fax 604-664-9255).
16. It is understood that by proceeding with these works, the City of Richmond and/or its agents and/or contractors shall have indicated that they understand and have agreed to the foregoing conditions. In this regard, a copy of the ERC letter regarding this project is to be provided to any contractor(s) prior to work commencing. In addition, a copy of the ERC letter is to be retained on site at all times when the subject works are underway.
17. As the works affect existing dikes, the Inspector of Dikes Office of the BC Ministry of Environment (Neil Peters, P.Eng., tel: 604.582.5301) must be contacted to discuss the need for authorization under the *Dike Maintenance Act*.
18. It should be noted that this proposal submitted to the FREMP ERC for environmental comment is also reviewed by Transport Canada to determine navigational issues pursuant to the *Navigable Waters Protection Act* (NWPA). If additional information is required to complete the navigation impact assessment, the area officer may contact the proponent directly.
19. It is recommended that the proponent and/or their representatives determine if the proposed activities conflict with sites protected under the Heritage Conservation Act. Project representatives may make a data request for site information to the Provincial government using the following link: <http://srmwww.gov.bc.ca/arch/forms/datarequest.htm>. Responses to data requests take approximately 30 days.

Should you require a more immediate response, a qualified professional archaeologist may be

engaged to determine if recorded, protected archaeological sites are located within your application area. Listings of consulting archaeologists are found through the BC Association of Professional Consulting Archaeologists website at <http://www.bcapca.bc.ca>.

This letter of advice is valid until **December 15, 2006**. After this time, if the subject works have not been completed, this letter will be void. This will ensure that the proposed works will conform to current habitat management policy, guidelines, and legislation.

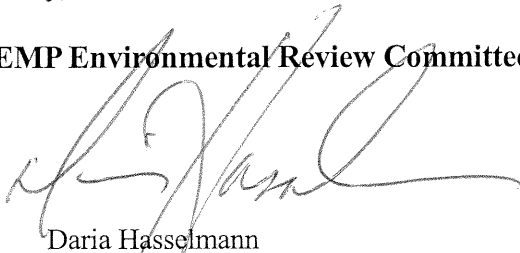
Please note that this letter of advice should not be taken to imply approval of the subject works in accordance with the habitat protection provisions of the *Fisheries Act* or any other federal or provincial legislation. If harmful alteration, disruption or destruction of fish habitat occurs as a result of a change in the plans for the subject proposed works, or failure to implement the additional measures specified above, contravention of subsection 35(1) of the *Fisheries Act* could occur.

The above comments and recommendations are based solely upon consideration by the FREMP ERC member environmental agencies of the potential environmental issues associated with this project. It is possible that the FREMP ERC may subsequently be made aware of legitimate environmental or other concerns held by others. Any such additional comments that may be received will be forwarded to you for your appropriate consideration. All non-environmental issues must be addressed directly with the responsible authorities. In particular, proponents are advised to make relevant municipalities aware of their projects prior to commencing works as these municipalities may have concerns and/or requirements on such matters as planning, zoning, roadway and services access, and parks and recreation.

Should you have any questions or require further information please do not hesitate to contact me at (604) 775-5195.

Sincerely,

FREMP Environmental Review Committee



Per: Daria Hasselmann
Project Review Coordinator

Cc: B. Naito, Fisheries and Oceans Canada (by email)
M. Willcox, BC MOE (by email)
J. Smith, Environment Canada (by email)
J. Mackie, Transport Canada NWPD (by email)
P. Brownie, Fraser River Port Authority (by email)

✓ Field Supervisor, DFO Richmond/Delta in Steveston (facs: 604.664.9255)

