



REGIONAL DISTRICT OF NANAIMO
INVITATION TO TENDER

LITTLE QUALICUM RIVER REGIONAL PARK
BRIDGE REMOVAL

Issue Date: August 3rd 2017

Tender Closing Date:

Tenders must be received before 2:00 pm (14:00 hrs.) Pacific Time on August 17th 2017

Closing Location:

Oceanside Place
830 West Island Highway,
Parksville BC, V9P 2X4
250 248-3252

Contact:

Mark Dobbs, Superintendent of Parks Operations and Capital Projects
250 248-4744 ext. 3605
mdobbs@rdn.bc.ca

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- **Schedule “A”:** Tender Form

Attachments:

- **Appendix “A”:** Demolition Plan, 0837-038-S01, Herold Engineering. August 2nd, 2017
- **Appendix “B”:** Construction Environmental Sediment Management Plan.
DR Clough Consulting. July 2017
- **Appendix “C”:** Section 11 Notification and Conditions, Forests Lands & Natural Resource Operations. 2017
- **Appendix “D”:** Geotechnical Field Report, Lewkowich Engineering Associates.
September 2016

Part I: Background

The existing vehicular bridge located in the Little Qualicum River Regional Park (LQRRP) is badly damaged and unsafe for use. In 2015 the RDN Board approved upgrading the existing bridge to provide pedestrian and maintenance vehicle access only. During 2016 engineers examined the bridge and determined the centre pier wall was scoured and would require in-stream repairs. The project budget was increased and the bridge upgrade publicly tendered in 2017; however the lowest compliant bid exceeded the approved funding. A cost/benefit analysis concluded that given the higher than expected costs and limited service life, upgrades to the existing bridge were no longer the best-value option for the District.

The existing bridge will now be removed due to safety concerns, and consideration given for a new bridge in the 5-year capital plan. As such, the RDN is now inviting Tenders for the demolition and removal of the existing bridge.

Part II: General Instruction & Requirements of Bidding Process

A. Introduction

The Regional District of Nanaimo is seeking Tenders from qualified contractors to perform the Work required to remove the Little Qualicum River Bridge, located within the Little Qualicum River Regional Park, for a stipulated price in accordance with the contract documents.

Bid evaluation will include emphasis on the Bidder's experience with successful completion of similar work.

Complete removal is desired by September 15th 2017 to coincide with the Fisheries Window for in-stream work; however if timing does not permit complete removal within the current fish window, the project may be completed in two phases.

1. The minimum amount of work to be completed in 2017 is the complete removal of the deck super structure; decommission approaches, and leave the site in a clean and safe condition with erosion control measures in place.
2. The remaining work would be completed during the 2018 Fisheries Window and include removing the concrete abutments, concrete pier, and installation of rip-rap. The site is to be left in a clean natural state.

The Little Qualicum River is a regionally significant fisheries river.

Bidders must make themselves fully aware of the environmental limitations, conditions and requirements that pertain to the project before submitting a Tender.

B. Bid Call Instructions:

1. Sealed Tenders signed, executed and dated will be received by the RDN at,
Oceanside Place, 830 West Island Highway, Parksville, BC, V9P 2X4
Attention: Mark Dobbs – Superintendent of Parks Operations and Capital Projects
until **2:00 p.m. (14:00 hrs.) Pacific Time, August 17th 2017**
2. It is the sole responsibility of each Bidder to deliver their Tender to the Oceanside Place office before the closing time. The RDN will not accept any responsibility for bid documents delivered to other RDN facilities and at the discretion of the RDN may be rejected.
3. Faxed Tenders will not be accepted.
4. Bids will not be opened in Public. Bids shall be opened after the above time for bid closing.
5. Bidders shall submit two (2) original hard copies of the executed offer using the Schedule A Tender Form provided, submitted in a sealed envelope, clearly marked “Tender” and identified with the bidder’s name, project name and the Regional District of Nanaimo’s name on the outside.
6. Tenders submitted may be withdrawn before the deadline upon written notice to the Superintendent of Parks Operations and Capital Projects at the address above or by fax to 250-248-3294.
7. Tenders may be amended if received 24 hours prior to bid closing and if endorsed by the same party or parties who signed the originally submitted Tender. Amendments submitted must be delivered to the Superintendent of Park Services and Capital Projects at the receiving address noted herein.
8. Submitted Tenders must remain valid for 60 days following the closing time and date. Tenders are irrevocable after the closing time and date.
9. Bidders must respond to all specifications in order to be considered a valid Tender. Tenders having significant obvious errors will be rejected.
10. All prices shall be submitted in Canadian funds only and no authorization to pay in any foreign currency will be permitted.
11. Attached “Schedule A” Tender Form must be completed properly in order to be considered.
12. Throughout this Invitation to Tender, the following terminology shall be used:
 - a) “Bidder” means an individual or a company that submits, or intends to submit, a bid in response to this Invitation to Tender;

- b) "Contract" means the written agreement resulting from this Invitation to Tender executed by the Regional District of Nanaimo and the Contractor;
 - c) "Contractor" means the successful bidder to the Invitation to Tender who enters into a written contract with the Regional District of Nanaimo;
 - d) "ITT" means this Invitation to Tender;
 - e) "Must", "shall", or "mandatory" means a requirement that must be met in order for the Tender to receive consideration;
 - f) "RDN" means the Regional District of Nanaimo;
 - g) "Work" means the total demolition / removal and related services required to complete the work as set out in the Scope of Work;
 - h) "Work Site" means an RDN location where work is to be performed.
13. Unless otherwise requested in writing by the herein designated Regional District employee, a bidder must not contact or communicate with any elected or appointed officer or employee of the Regional District of Nanaimo other than the designated employee in relation to the proposal prior to the award of such Tender by the Regional Board (or alternatively the officer or employee of the Regional District of Nanaimo having authority to accept the proposal). Any such communication will result in disqualification of the Tender from further consideration.
14. The Regional District of Nanaimo is subject to the provisions of *The Freedom of Information and Protection of Privacy Act*. ("FOIPPA") and other applicable legislation.
As a result, while Section 20 of the *Act* does offer some protection for third party business interests, the Regional District cannot guarantee that any information provided to the Regional District can or will be held in confidence.
15. The Regional District of Nanaimo reserves the right to reject any and all Tenders for any reason or to accept any Tender received which the Regional District, in its sole unrestricted discretion deems most advantageous to itself. The lowest or any Tender may not necessarily be accepted. The bidder acknowledges the Regional District's rights under this clause and absolutely waives any right of action against the Regional District for the Regional District's failure to accept its Tender whether such right of action arises in agreement, negligence, bad faith or any other cause of action. The acceptance of any Tender is subject to approval by the Board of the Regional District or the officer or employee of the Regional District having authority to accept the Tender.
16. Further information regarding the specifications in this solicitation/Tender may be obtained from:
Mark Dobbs,
Superintendent of Parks Operations and Capital Projects
Office: 250-248-4744 ext. 3605
E-mail: mdobbs@rdn.bc.ca
17. Any requests for information related to this ITT are to be directed in writing no later than the end of the business day on August 14th 2017. Questions and answers will be recorded, and where the information requested is not already clearly indicated, distributed via addendum posted to the RDN website at www.rdn.bc.ca and the BC Bid website at www.bcbid.gov.bc

C. Non-Mandatory Site Meeting

1. A non-mandatory site meeting will be held on Thursday, August 10th, 2017 at 9:00 am at the work site.

Assembly Point is the vehicle gate located on the west side of the bridge arriving from Melrose Road. See Key Plan on Drawing S01 for location detail.

D. Submission of Tenders

1. Before submitting Tenders, Bidders must satisfy themselves about the nature and location of the work, local conditions, the professional services, equipment, technology and facilities needed for execution of the work, and all other factors that might have a bearing on their Tenders. Bidders are fully responsible for obtaining all information required for the preparation of Tenders and the execution of the work.
2. Tenders must be completed properly, and must include: two (2) fully completed and executed copies of the attached "Schedule A" Tender Form in order to be considered, along with the required bid security per (F1), and Agreement to Bond (Surety's Consent) per (F2).
3. Bids that are unsigned, improperly signed, conditional, illegible, obscure, contain mathematical errors, erasures, alterations, or irregularities of any kind may, at the discretion of the RDN, be rejected.
4. Provide a proposed work schedule indicating major activities and their durations.
5. Provide sufficient information such as company profile, duration in business, comparable project experience, technical qualifications and experience of key personal, sufficient to help the RDN evaluate the firm's level of qualification to carry out this work.
6. Tenders submitted after the closing date and time shall be returned to the bidder unopened.

E. Bid Documents/Addenda

1. Bid Documents, Drawings, Attachments, and any Addenda will be posted to the RDN website at www.rdn.bc.ca and the BC Bid website at www.bcbid.gov.bc.ca
2. Bidders are solely responsible to determine if any addendums have been posted, and to acknowledge all posted addenda on the Tender Form.
The RDN does not maintain a bidder's registry for documents downloaded.
3. All addenda will be incorporated into and become part of the ITT Document.
No amendment of any kind to the ITT is effective unless it is contained in a written addendum issued by the RDN.

F. Bid and Performance Security

1. Bid Bond

The Tender must be accompanied by a Bid Bond in an amount not less than 10% of the total Tender amount. Bid Bonds shall be issued by Surety licensed to carry on the business of suretyship in British Columbia.

The Bid Bonds submitted by unsuccessful bidders will be returned to them, without interest, as soon as the successful bidder has delivered to the RDN, a fully executed contract for the work, or the period for which Tenders are irrevocable has elapsed, whichever occurs first.

2. Performance Bond

The Tender must be accompanied by an agreement to Bond (Surety's Consent).

The Contractor shall, after the notice of award, provide to the Regional District of Nanaimo a Performance Bond and Labour and Materials Payment Bond, each in the amount of 50% of the Contract Price covering the performance of the Work.

All Bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in British Columbia and in a form acceptable to the Regional District, and shall be maintained in good standing until the fulfillment of the Contract.

G. Tender Evaluation

The RDN reserves the right to reject any or all Tenders or to accept the Tender deemed most favorable to the interests of the District. The lowest or any Tender may not necessarily be accepted.

Tenders will be evaluated based on the overall best value to the RDN.

The decision as to what constitutes best value will be at the sole discretion of the RDN.

H. Acceptance

1. The acceptance of any Tender may be subject to approval by the Board of the Regional District.
2. After acceptance by the RDN, the successful Bidder will be notified in writing.

I. Definition and Form of Contract

1. The successful Bidder shall be required to execute a formal contract with the RDN using the Stipulated Price Contract CCDC2 – 2008 amended in accordance with the Tender documents.
2. Any Contract with the selected Bidder will be substantially similar to the terms and conditions of the CCDC 2 – 2008, Stipulated Price Contract.

J. Liability Insurance and WorkSafe BC

1. The successful bidder shall provide the RDN with a Certificate of Insurance, naming the RDN as additional insured, a Worksafe BC Notice of Project, and Worksafe BC Clearance Letter, prior to the RDN issuing a Notice to Proceed.
2. Insurance requirements will be as per GC 11.1 of the CCDC 2 – 2008 Stipulated Price Contract, with a CGL amount of not less than \$5,000,000.
3. The successful bidder will be assigned and assume the responsibilities of the Prime Contractor for the project.

K. Indemnity

1. Notwithstanding the provision of insurance coverage by the Contractor, the Contractor hereby agrees to indemnify and save harmless the Regional District of Nanaimo and the Province of British Columbia, its officers, servants, employees and each of them from and against claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to or occasioned by, or attributable to the negligent activities of the Contractor, its servants, agents, employees, or sub-contractors, in providing the services and performing the work of this Contract.

Part III: General Scope of Work

1. The location of the work to be performed is at the existing bridge crossing the Little Qualicum River, located within the Little Qualicum River Regional Park, at approximate UTM coordinates of E 387435 and N 5464975.
2. General Requirements
 - a) Contractor to obtain WorkSafe form 30M33 and contact Elis Mant, (elis.mant@bchydro.com) BC Hydro Line Manager (Qualicum Beach) to review requirements for working in proximity to the 25KV power lines located overhead of the work area. The Contractor shall complete form 30M33 along with any OH&S requirements prior to commencing work on the site.
 - b) Supply all labour, equipment, materials, safety measures, and environmental protection requirements necessary to carry out demolition and removal of the existing bridge, including in-stream foundations and supports as per the Engineer's Drawing, the Contract Documents and Attachments.
 - c) In-Stream work to occur during dry weather within the Fisheries Window of July 15th through September 15th 2017 or during the 2018 Fisheries Window if time does not permit in 2017.
 - d) If work is to be completed in two phases, the minimum amount of work to be completed in 2017 includes removal of the deck superstructure (including stringers & girders), timber ballast walls, timber sills, decommissioning approaches, erosion control measures, and leaving the site in a safe, clean, condition until the in-stream work can resume during the 2018 Fisheries Window.
 - e) The Contractor is responsible to secure the Work Site and provide adequate measures to protect and ensure the public's safety at all times for the duration of the project.
 - f) Conditions of Ministry of Forest, Lands, and Natural Resource Operations and DFO best management practices, are to be followed.
 - g) The Environmental Monitor will have the authority to halt construction should circumstances change which pose a significant environmental risk.
3. Reference Appendices to the scope of work:
 - **Appendix "A"**: Demolition Plan, 0837-038-S01, Herold Engineering. August 2nd, 2017
 - **Appendix "B"**: Construction Environmental Sediment Management Plan. DR Clough Consulting. July 2017
 - **Appendix "C"**: Section 11 Notification and Conditions, Forests Lands & Natural Resource Operations. 2017

Appendix "D" is provided as reference and awareness to existing conditions with bridge foundations.

Schedule A – Tender Form

(To be submitted with the Tender)

Project/Contract: Little Qualicum River Regional Park Bridge Removal

From (Bidder): _____
company name

street address or postal box number

city/town, province and postal code

Bidders Ph. _____ **Bidders Email.** _____

To (Owner): REGIONAL DISTRICT OF NANAIMO

We, the undersigned, having examined the Invitation to Tender Documents for the above named project/contract, including Addendum Number(s) _____ and having visited the Place of the Work, hereby offer to perform the Work in accordance with the Invitation to Tender Documents, for the stipulated bid price of:

\$ _____
amount in writing
_____ in Canadian dollars, excluding GST.

\$ _____
amount in figures
_____ in Canadian dollars, excluding GST.

We, the undersigned, declare that:

- (a) we agree to attain Substantial Performance of the Work within _____ weeks after receiving notice of contract award, and acknowledge that the construction duration may be considered by the RDN in evaluating the Tender and determining contract award. The date of contract award shall be the date the letter of award is sent to the bidder.
- (b) we have arrived at this bid without collusion with any competitor, and
- (c) this bid is open to acceptance by the RDN for a period [60] days from the date of Tender closing, and
- (d) all bid form supplements called for by the Request for Tender Documents form an integral part of this Tender.

Signatures:

Signed and submitted by:

Company name

Name and title of authorized signing officer

Signature of authorized signing officer

Name of witness

Signature of witness

Name and title of authorized signing officer

Signature of authorized signing officer

Name of witness

Signature of witness

Dated this _____ day of _____, 2017

THIS PAGE REPRESENTS THE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
STIPULATED PRICE CONTRACT CCDC-2 (2008)