



REGIONAL DISTRICT OF NANAIMO
INVITATION TO TENDER

HUXLEY COMMUNITY PARK
PLAYGROUND and PARK IMPROVEMNETS

Issue Date: July 11th 2017

Site Information Meeting:

10:00 am Pacific Time on Thursday July 20th, 2017.
At Huxley Community Park, located at 585 North Rd, Gabriola Island.

Tender Closing Date: July 25th 2017

Tenders must be received before 2:00 pm (14:00 hrs.) Pacific Time on July 25th 2017

Closing Location:

Regional District of Nanaimo
830 West Island Highway,
Parksville BC, V9P 2X4

Contact

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

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Appendix "B": Drawing List (Attachment No. 1)

Drawing Number	Description	Date
HCP15-L0	COVER: LOCATION AND CONTACTS	
HCP15-L1	EXISTING CONDITIONS	07.07.17
HCP15-L2	REMOVALS & TREE PROTECTION	07.07.17
HCP15-L3	LAYOUT & MATERIALS	07.07.17
HCP15-L4	GRADING & DRAINAGE	07.07.17
HCP15-L5	DETAILS & PRODUCT INFORMATION	07.07.17
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Part I: General Instruction & Requirements of Bidding Process

A. Introduction

The Regional District of Nanaimo (RDN) is seeking tenders from qualified contractors to perform the work required to complete improvements to Huxley Community Park located on Gabriola Island, for a stipulated price in accordance with the contract documents.

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

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
up until **2:00 p.m. (14:00 hrs.) PDT July 25th 2017** clearly marked **“Tender”**
2. It is the sole responsibility of each Bidder to deliver their tender to the Oceanside Place office before the closing time. The Regional District of Nanaimo 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 Three (3) original hard copies of the executed offer using the Bid 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 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, in the form of a CCDC2 Stipulated Price Contract;
 - c) "Contract Price" is the amount stipulated in Article A-4 of the CCDC2 Stipulated Price Contract;
 - d) "Contractor" means the successful bidder to the Invitation to Tender who enters into a written contract with the Regional District of Nanaimo;
 - e) "Drawings" means the graphic and pictorial documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, specifications and diagrams.
 - f) "ITT" means this Invitation to Tender;
 - g) "Must", "shall", or "mandatory" means a requirement that must be met in order for the tender to receive consideration;
 - h) "RDN" means the Regional District of Nanaimo;
 - i) "Services" means all the labour, materials, products, construction equipment and items necessary for the execution, completion and fulfillment of the Contract.
 - j) "Temporary Work" means all temporary supports, bracing, shoring, structures, facilities, services, and other temporary items required to perform the work safely and/or meet environmental conditions and requirements;
 - k) "Work" means the total construction and related services required to complete the work as set out in the Scope of Work;
 - l) "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 RDN reserves the right to cancel this ITT at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation.
16. Further information regarding the specifications in this solicitation/tender may be obtained from:

Mark Dobbs, Superintendent of Parks Operations
and Capital Projects
Tel 250-248-4744
Fax 250-248-3294
E-mail: mdobbs@rdn.bc.ca

In the Superintendent's absence, proponents may contact:

Wendy Marshall, Manager of Parks Services
Tel 250-248-4744
Fax 250-248-3294
Email: wmarshall@rdn.bc.ca

Any requests for information related to this ITT are to be directed, in writing at least five (5) calendar days prior to the Closing Date, to Mark Dobbs. 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. Site Information Meeting

1. A site information meeting for the Huxley Community Park Playground and Improvements will commence at **10:00 a.m., Pacific Time, Thursday, July 20th, 2017** on-site located at 585 North Rd, Gabriola Island.
2. Bidders should carefully examine the Worksite, and fully inform themselves of all existing conditions, limitations and difficulties that may arise during execution of the work.
3. The RDN will not consider claims for additional payments during the execution of the Work, or at all, for extra Work, costs, damages or difficulties encountered resulting from conditions which were either visible or could be reasonably inferred from an examination of the Work site prior to the submission of Bids.

D. Submission of Tenders

1. Bidders are solely responsible for their own expenses in preparing a bid.
Without limiting any other term of this ITT, if the RDN elects to reject all bids, the RDN will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing the bid, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.
2. 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 the execution of the work, and other factors that might have a bearing on their Tender.
3. Tenders must be completed properly, and must include three (3) 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 written agreement to provide Performance Assurance per (F2).
4. 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 Regional District of Nanaimo, be rejected.
5. Bidders should include details of their company profile, duration in business, comparable project experience, technical qualifications and experience of key personal, sufficient to help the RDN evaluate your 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 any 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.
4. The RDN reserves the right to modify the terms of this ITT, in its sole discretion, at any time up to five (5) working days prior to the noted closing date.

F. Bid and Performance Security

1. Bid Bond

The tender must be accompanied by bid security in an amount not less than 10% of the total tender amount, in one of the following forms:

- a) A bid bond issued by surety licensed to carry on the business of suretyship in British Columbia; or
- b) A letter of credit issued by a bank licensed to conduct business in British Columbia; or
- c) A certified cheque made payable to the Regional District of Nanaimo issued by a bank licensed to conduct business 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 Regional District of Nanaimo, a fully executed contract for the work, or the period for which tenders are irrevocable has elapsed, whichever shall occur first.

If the successful bidder fails, for any reason, to execute the Contract Agreement, the portion of this Bid Bond will be forfeited to, and retained by the Regional District of Nanaimo for which the Regional District of Nanaimo may legally contract with another party to perform the work, if the latter amount be in excess of the former.

2. Performance Bond

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

including all warranty obligations pursuant to GC12.3 WARRANTY

G. Award

1. 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.
2. After acceptance by the RDN, the successful Bidder will be notified in writing.

H. 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.

I. 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, and will develop a Site Safety Plan for this project prior to the commencement of site work.

J. Indemnity

1. Notwithstanding the providing 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, excepting always the liability arising solely out of the negligent act or omission of the Regional District of Nanaimo.

K. Proposed Timelines

The following dates and activities are proposed for the project by the Regional District of Nanaimo.

<u>Activity</u>	<u>Proposed Date</u>
Tender Notification	July 11, 2017
Site Information Meeting	July 20, 2017
Tender Closing	July 25, 2017
Bidder Notification	July 28, 2017
Proposed Substantial Completion	Oct 30, 2017

Part II: General Scope of Services

Scope of Work

1. The work is to be performed is at Huxley Community Park, 585 North Rd, Gabriola Island, BC.

2. The project shall include:

Supply of all necessary labour, materials, products, safety and environmental protection requirements necessary to complete the project as defined in the Plan Drawings by Gemella Design Inc. issued for tender and dated 07.07.2017

Generally consisting of:

- Survey work for layout, grading and property boundary verification ;
- Protection of “Tree / Vegetation Retention Area” and fencing;
- Removal of trees, debris, and vegetation from defined project area;
- Grading and drainage improvements per plan, and installation of gravel walkways;
- Supply and installation of chain link fencing, portable toilet surround, block retaining walls, concrete flatwork, curbs and site furnishings;
- Supply and installation of playground equipment as shown. Provide a Certificate of Compliance from equipment manufacturer(s) and certified CSA Playground Inspector upon completion of construction (CSA Standard).
- Supply and installation of Play Surfacing as shown on plans. Submit proof of material compliance to ASTM Standard for; Engineered Wood Fiber for Surface Systems Under and Around Playground Equipment prior to completion of construction.
- Landscape improvements, remediation and reclamation of disturbed areas.

The following drawings are included and form part of the scope of work

Drawing Number	Description	Date
HCP15-L0	COVER: LOCATION & CONTACTS	
HCP15-L1	EXISTING CONDITIONS	17.07
HCP15-L2	REMOVALS AND TREE PROTECTION	17.07
HCP15-L3	LAYOUT & MATERIALS	17.07
HCP15-L4	GRADING	17.07
HCP15-L5	DETAILS & PRODUCT INFORMATION	17.07
HCP15-L6	DETAILS & PRODUCT INFORMATION	17.07

3. Additional Contractor Requirements and Responsibilities:

- Location of all services and BC One-Call prior to construction,
- Notice of Project requirements per WorkSafe BC,
- Develop a Site Safety Plan for this project and provide a copy to the RDN,
- Secure access to the project area for all equipment and materials.
- Secure the Work site and put in place adequate measures to ensure the public’s safety at all times for the duration of the project.
- Provide spill response kits for each piece of heavy equipment.

Schedule A – Tender Form

(To be submitted with the Tender)

Project/Contract: HUXLEY COMMUNITY PARK PLAYGROUND AND PARK IMPROVMENTS

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.

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

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 *Owner* 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 *Owner* 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 _____, 20_____

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

End of Document