



**REGIONAL DISTRICT OF NANAIMO**  
**INVITATION TO TENDER**

**GENERAL CONTRACTING SERVICES**  
*For*  
**LITTLE QUALICUM RIVER REGIONAL PARK BRIDGE  
UPGRADES**

**Issue Date: June 13<sup>th</sup> 2017**

**Mandatory Information Meeting:**

To be held at the project site located in the Little Qualicum River Regional Park at 10:00 AM Pacific Time on Monday, June 19<sup>th</sup>, 2017. See Attachment (2) two for location details.

**Tender Closing Date: July 11<sup>th</sup> 2017**

Tenders must be received before 3:00 pm Pacific Time on July 16<sup>th</sup> 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
0837-038-S01	GENERAL NOTES AND DRAWING LIST	17.06.07
0837-038-S02	EXISTING SITE PLAN	17.06.07
0837-038-S03	GENERAL ARRANGEMENT	17.06.07
0837-038-S04	PRECAST CONCRETE MEMBERS	17.06.07
0837-038-S05	PRECAST CONCRETE SLABS	17.06.07
0837-038-S06	DETAILS – SHEET 1	17.06.07
0837-038-S07	DETAILS - SHEET 2	17.06.07

### Appendix": Location Map (Attachment No. 2)

## **Part I: 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 complete upgrades to the Little Qualicum River Bridge, located within the Little Qualicum Regional Park, for a stipulated price in accordance with the contact documents.

Bid evaluation will include 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 **3:00 p.m. PDT July 6<sup>th</sup> 2017**
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 two (2) 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](mailto: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](mailto:wmarshall@rdn.bc.ca)

Any requests for information (RFI) related to this ITT are to be directed, in writing at least seven (7) calendar days prior to the Closing Date, to Mark Dobbs. RFI's 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](http://www.rdn.bc.ca) and the BC Bid website at [www.bcbid.gov.bc](http://www.bcbid.gov.bc)

### **C. Mandatory Site Meeting**

1. The mandatory site meeting for Little Qualicum River Bridge Upgrades will commence at **10:00 a.m., Pacific Time, Monday, June 19th, 2017** at the site located within the Little Qualicum River Regional Park.

**Assembly Point is the vehicle gate located on the west side of the bridge arriving from the Melrose Road entrance to the area. See Attachment 3 for more detail.**

2. Bidders shall carefully examine the Worksite, and fully inform themselves of all existing conditions, limitations and difficulties that may arise during execution of the work.
3. Bidders must sign-in at the site to prove attendance. Failure by Bidders to attend, properly register and remain present for the duration of the pre-bid meeting may result in their bid being rejected.
4. 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 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 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](http://www.rdn.bc.ca) and the BC Bid website at [www.bcbid.gov.bc.ca](http://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.
5. If bidders have obtained bid documents from the RDN, and not through the listed websites, the Regional District of Nanaimo will provide those bidders with the addendum through e-mail, provided the bidders attend and register at the mandatory site visit, and formally request e-mail notification.

## **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.



**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.

<b><u>Activity</u></b>	<b><u>Proposed Date</u></b>
Tender Notification	June 13, 2017
Mandatory Site Meeting	June 19, 2017
Tender Closing	July 11, 2017
Recommendation to Board	July 25, 2017
Bidder Notification	July 26, 2017
Completion of In-Stream work	Sept 15, 2017
Proposed Substantial Completion	October 30, 2017

## **Part II: General Scope of Services**

### **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. The project shall include:
  - Securing access to the project area for all equipment and materials,
  - Supplying all necessary labour, materials, equipment, safety measures and environmental protection requirements necessary to complete the project as defined in the Plan Drawings by Herold Engineering issued for tender and dated 2017.06.07 including:
    - Demolition and removal of identified existing components and materials,
    - Cast-in-place concrete foundation under existing pier wall,
    - New precast concrete components such as: slab sill, wingwalls, ballast wall, support wall,
    - New precast concrete deck slab to replace the log-stringer section,
    - New timber decking over existing steel girders,
    - New guardrail
    - Bridge End Fill
    - Installation of Rip-Rap,
    - Installation of vehicle bollards,
  - Completing in-river works during dry weather within the Fisheries Window (July 15<sup>th</sup> through September 15<sup>th</sup>)
  - Compliance with Ministry of Forest, Lands, and Natural Resource Operations and DFO conditions and requirements.
  - Restoration of disturbed work areas to the satisfaction of the Environmental Monitor,
  - Secure the Work site and take adequate measures to ensure the public's safety at all times for the duration of the project.

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

Drawing Number	Description	Date
0837-038-S01	GENERAL NOTES AND DRAWING LIST	17.06.07
0837-038-S02	EXISTING SITE PLAN	17.06.07
0837-038-S03	GENERAL ARRANGEMENT	17.06.07
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0837-038-S05	PRECAST CONCRETE SLABS	17.06.07
0837-038-S06	DETAILS – SHEET 1	17.06.07
0837-038-S07	DETAILS - SHEET 2	17.06.07

**Schedule A – Tender Form**

(To be submitted with the Tender)

**Project/Contract:** Little Qualicum River Regional Park Bridge Upgrades

**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\_\_\_\_\_

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

**End of Document**