

## REQUEST FOR QUOTE (RFQ)

# District of Port Edward

# Replace Sanitary Sewer Service at 1061 Jubilee Crescent

**Bid Close: 4:00 pm | Tuesday, April 30, 2024**

**Documents prepared by:**  
McElhanney Ltd.

**Owner: District of Port Edward**  
Project Lead: Todd Francis, CAO  
PO Box 1100, Port Edward, BC V0V 1G0  
[cao@portedward.ca](mailto:cao@portedward.ca)  
250-628-3667

**Direct all inquiries to Owner**



# INSTRUCTION TO BIDDERS

## 1 INVITATION – BID CALL

- 1.1 Offers signed under seal, dated, and executed will be received by the District of Port Edward by email to [cao@portedward.ca](mailto:cao@portedward.ca) **before 4:00 pm local time on Tuesday, April 30, 2024.**
- 1.2 Acceptable digital document formats are .jpg and .pdf only, and are to be either:
  - 1.2.1 Scan of the original paper document. (Note that the resolution must be sufficient to clearly read all data in the document.); or
  - 1.2.2 Documents may be digitally signed if the document is locked and not possible to edit without disruption of the digital signature.
- 1.3 A confirmation email will be sent back after submission as proof of receipt. If confirmation email of receipt is not received, call Todd Francis at 250-628-3667 immediately to resolve the issue. **It is the Bidders responsibility to submit early enough to allow for possible transmission delays.**
- 1.4 Offers submitted after the above closing time will not be accepted.
- 1.5 Offers will be opened privately, immediately after the above Bid closing time.
- 1.6 Amendments to submitted offer(s) will be permitted if received by email prior to Bid closing time and if endorsed by an authorized signatory of the same party or parties who signed and sealed the offer. Instruction 1.2 above applies to all amendments.

## 2 INTENT

- 2.1 **Intent of this call is to obtain an offer to replace the sanitary sewer service at 1061 Jubilee Crescent in Port Edward, BC, as specified under a Stipulated Price contract in accordance with the Contract Documents (see Section 3, below).**
- 2.2 Work is to be completed by **May 31, 2024.**

## 3 CONTRACT DOCUMENTS IDENTIFICATION

- 3.1 The Form of Contract to be used is CCDC 2 – 2020, Stipulated Price Contract. The Agreement, (when filled out and executed), Definitions and all General Conditions apply except as modified and/or supplemented in the Contract Documents.

## 4 CONTRACT/BID DOCUMENTS

- 4.1 Availability
  - 4.1.1 Bid Documents will be available through the District of Port Edward website.
  - 4.1.2 Bid Documents are made available only for the purpose of obtaining offers for this project; their use does not confer license or grant for other purposes.



## 4.2 Examination

- 4.2.1 Upon receipt of Bid Documents, verify that the documents are complete.
- 4.2.2 Immediately notify the Owner upon finding discrepancies or omissions in Bid Documents. Note that in the event of a discrepancy between drawings or documents, the more stringent requirement(s) shall be taken as correct.

## 4.3 Queries/Addenda

- 4.3.1 Direct questions and all other inquiries to Owner:  
Todd Francis, CAO  
District of Port Edward  
Telephone: (250) 628-3667  
Email: cao@portedward.ca
- 4.3.2 Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents and the offered Bid Price will be taken to reflect scope changes or clarifications represented in the Addenda.
- 4.3.3 Clarifications requested by bidders must be in writing no less than **four (4) business days** before the closing date for receipt of Bids. Response(s) will be in the form of an Addendum, a copy of which will be posted to BC Bid no later than **three (3) business days** before receipt of Bids.
- 4.3.4 Verbal or emailed responses to queries during the bidding period are not binding unless confirmed by written Addenda.

## 4.4 Product/System Options

- 4.4.1 Where Bid Documents stipulate a particular product, substitutions will be considered up to **four (4) business days** before Bid closing date.
- 4.4.2 When a request to substitute a product is made, Owner may approve substitution and will issue an Addendum to known bidders.
- 4.4.3 In submission of substitutions to products specified, Bidders shall include in their Bid Price, any changes required in work to accommodate such substitutions. A later claim by Bidder for an addition to the contract price because of changes in work necessitated by use of substitutions shall not be considered.

# 5 SITE ASSESSMENT

## 5.1 Site Examination

- 5.1.1 Visit project site and surrounding area before submitting Bid. By submitting a Bid, a Bidder represents that they have examined the site, or have specifically elected not to. Claims for additional costs will not be considered with respect to existing conditions which could have been reasonably ascertained by an inspection of the site.



## 6 BID SUBMISSION

### 6.1 Bid Ineligibility

- 6.1.1 Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at discretion of the Owner, be declared noncompliant.
- 6.1.2 Bids with Bid Forms and enclosures which are improperly prepared may, at the discretion of the Owner, be declared noncompliant.
- 6.1.3 Bids that fail to meet the insurance requirements may at the discretion of the Owner, be declared noncompliant.

### 6.2 Submissions

- 6.2.1 Bidders shall be solely responsible for delivery of their Bids in the manner and time prescribed.
- 6.2.2 Submit executed offer on Bid Forms provided, signed, in an email to [cao@portedward.ca](mailto:cao@portedward.ca) with the subject line clearly identifying bidders name, project name and owners name.

### 6.3 Bid Enclosures / Requirements

#### 6.3.1 Insurance

- 6.3.1.1 The minimum coverage amounts required for this project are as specified in CCDC 41 – CCDC Insurance Requirements latest version.

#### 6.3.2 Contract Security

- 6.3.2.1 Refer to Bid Form clause 4a) for Contract Security requirements.

#### 6.3.3 Bid Form Requirements

- 6.3.3.1 Complete Bid Form in its entirety. Any sections that are not applicable must be clearly marked as such by the bidder.
- 6.3.3.2 State in Bid Form, time required to complete work.

#### 6.3.4 Bid Signing

- 6.3.4.1 Bid form shall be signed under seal by Bidder.
- 6.3.4.2 Sole Proprietorship: Signature of sole proprietor in presence of witness who will also sign. Insert words "Sole Proprietor" under signature. Affix seal.
- 6.3.4.3 Partnership: Signature of all partners in presence of witness who will also sign. Insert word 'Partner' under each signature. Affix seal to each signature.
- 6.3.4.4 Limited Company: Signature of duly authorized signing officer(s) in normal signatures. Insert officer's capacity in which signing officer acts, under each signature. Affix corporate seal. If Bid is signed by officials other than President and Secretary of company, or President-Secretary-Treasurer of company, copy of by-law resolution of Board of Directors authorizing them to do so must also be submitted in Bid Tender envelope.



6.3.4.5 Joint Venture: Each party of joint venture must execute Bid Tender under respective seals in manner appropriate to such party as described above, similar to requirements of Partnership.

#### 6.4 Offer Acceptance / Rejection

##### 6.4.1 Duration of Offer

6.4.1.1 Bids shall remain open to acceptance and irrevocable for a period of **sixty (60) days** after the Bid closing date.

##### 6.4.2 Acceptance of Offer

6.4.2.1 Owner reserves right to accept or reject any or all offers. Award will be made on the basis of tenders that give the greatest value to the owner based on quality, service, and price. The lowest or any tender will not necessarily be accepted.

6.4.2.2 Owner will issue written Bid acceptance to the successful Bidder.



# SCOPE OF WORK

## 1 SCOPE OF WORK

### 1.1 Work to include:

- Excavation and trenching including over excavation of at least 0.5m depth of soft soils below the existing service
- Remove and replace existing 100mm PVC sanitary sewer service from the clean out to the sanitary sewer main (approximately 20 m length)
- Backfill to MMCD standards using 50mm minus granular material
- Repair and repave concrete and asphalt surfaces and curbs
- Regrade, topsoil, and seed disturbed areas

## 2 SITE MANAGEMENT

- 2.1 The contractor shall prepare a site-specific Safety Plan. The safety plan shall be prepared and provided to the owner's representative for review and approval prior to the start of work.
- 2.2 Contractor will be responsible for the costs of Quality Control including material testing and survey layout.
- 2.3 The site will be maintained in a neat orderly manner. The contractor will ensure that all public roads intersections and accesses are kept clean and free of debris. The contractor will remove any material tracked or deposited onto a public roadway at the end of each shift or as directed by the site inspector. Any garbage and debris to be stored in appropriate containers and removed from the site at the end of each shift or as directed by the Owner.
- 2.4 Working Hours
- 2.4.1 Working hours and days shall be determined by the Contractor but shall be no earlier than 7:00 am and no later than 7:00 pm daily. No adjustment to contract price will be made for overtime or work on statutory holidays.

## 3 SANITARY

- 3.1 Check existing utilities at tie-in points for location and elevation. Notify the Owner of any discrepancies.
- 3.2 Excavate the trench for the sanitary service in accordance with WorkSafeBC guidelines.
- 3.3 Construct sanitary services as per the specifications, and general requirements of the contract.
- 3.4 Wrap joints with petrolatum tape when the sanitary service crosses a watermain as per Northern Health Public Health Engineering Guideline: Sewer – Watermain Conflicts.
- 3.5 Backfill trench and restore surface to pre-construction conditions or better and to meet MMCD specifications.
- 3.6 Video inspection of completed sewers following completion of installation. Should video inspection indicate apparent deficiencies, Consultant may direct Contractor to perform additional testing.



## 4 PAYMENT

- 4.1 Payment will be on a lump sum basis prorated based on percent complete as listed in Appendix A: Bid Form – Part 1.
- 4.2 As per Article A-5 section 5.1 of the CCDC-2 form of contract, holdback percentage for this project will be in the amount of 10%.
- 4.3 Holdback amounts are to be invoiced once substantial completion is achieved. Payment of holdback amounts will be due 55 days after substantial completion.
- 4.4 Substantial completion will be determined in accordance with the BC Builders Lien Act.



# APPENDIX A: BID FORM – PART 1

**Project Name:** Replace Sanitary Sewer Service at 1061 Jubilee Crescent

**Submitted by:** (Name of Bidder)  
Herein after called the "Bidder" \_\_\_\_\_

**Full Address of Bidder:** \_\_\_\_\_

**Submitted to:**  
Herein after called the "Owner" District of Port Edward

1. The Bidder hereby declares that the Bidder is a company duly incorporated under the laws of:

District of Port Edward  
(Name of Authorizing Jurisdiction)

2. The Bidder declares that this Bid is made without any connection, knowledge, comparison of figures, or arrangements with any other person or persons submitting a Bid for the same work and is in all respects fair and without collusion or fraud.
3. Having examined the site, the access to site, and the Contract Documents for this project, the Bidder hereby agrees, if the Bid is accepted, to execute the whole of the work specified in the contract for the Unit Rates as per the following table:

Item	Unit of Measure	Price
Replace Sanitary Service	Lump Sum	\$

All amounts shown are in dollars in lawful money of Canada which include all relevant permits, licences, Provincial Sales Tax (PST) etc., but excludes Goods and Services Tax (GST).

4. By submitting this Bid, it is understood that this Bid is irrevocable and is open for acceptance until sixty **(60) days** have expired from the Bid closing date. If, within this period, the Owner delivers a written notice ("Notice of Award") by which the Owner accepts the Bid Price, the Bidder will:
- a. within **five (5) days** of receipt of award of contract, deliver to the Owner:
    - i. a "clearance letter" indicating the Bidder is in Worksafe BC compliance and good standing.
    - ii. a letter confirming that the Contractor is aware of all applicable safety standards and will adhere to these standards during the execution of this contract.



iii. proof of contract insurance.

b. Sign Contract Documents within **two (2) working days** of fulfilment of the items noted in a) above.

5. The Bidder hereby agrees that the work will be complete before \_\_\_\_\_ .  
(date)

6. The Bidder has received the following Addenda:

Addendum

No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum

No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum

No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum

No.: \_\_\_\_\_ Dated: \_\_\_\_\_

7. The Bidder proposes to use \_\_\_\_\_ as their onsite representative for the entire duration of the project and agrees that the above person will not be substituted without prior written consent of the Owner.

8. On work deleted from the Contract, credit for the full value of the work being deleted shall be given to the Owner in accordance with CCDC General Conditions Part 6 and the supplementary conditions outlined in the tender document.

9. It is understood that the lowest or any Bid will not necessarily be accepted.



10. Dated at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Signed, sealed, and delivered by:**

(corporate seal if applicable)

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Address of Bidder

- Type of Business:
- Sole Proprietorship
- Partnership
- Corporation

**In the presence of:**

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness



## 1 SUMMARY OF WORK

- 1.1 Related Sections: “Instructions to Bidders”, “Scope of Work”
- 1.2 Title and description of work: “Replace Sanitary Sewer Service at 1061 Jubilee Crescent”
- 1.3 The Contractor is responsible for implementing the Contract in accordance with the Contract Documents including all requirements of this specification. The Contractor shall ensure that Sub-Contractors, suppliers, and workers comply with all requirements as applicable.

## 2 PROJECT MANAGEMENT AND COORDINATION

- 2.1 Co-ordinate progress of the Work, progress schedules, submittals, use of site, temporary utilities and construction facilities.
- 2.2 As necessary, schedule and administer project meetings with workers and sub-contractors at commencement and throughout the progress of Work as required. Organize, with advance notice, regular and special meetings to include the Owner (or representative), the Contractor’s project manager and superintendent and other parties necessary to deal with subjects under discussion.

## 3 FIELD ENGINEERING

- 3.1 Survey Control
  - 3.1.1 Locate, confirm, and protect all control points prior to starting site work. Preserve permanent reference points during construction.
- 3.2 Before commencing the Work, establish the location and extent of underground service lines near the Work and notify the Owner of any contrary findings.
  - 3.2.1 Contractor will be responsible for contacting BC 1 Call.
- 3.3 Subsurface Conditions
  - 3.3.1 Refer to CCDC GC 6.4.
  - 3.3.2 Promptly notify Owner in writing if subsurface conditions at Place of the Work differ materially from those indicated in Contract Documents, or reasonable assumption of probable conditions based thereon.
  - 3.3.3 After prompt investigation, should Owner determine that conditions do differ materially, instructions will be issued for changes in the Work as provided in CCDC GC 6.2 or 6.3.



## 4 SUBMITTALS

### 4.1 Construction Progress Documentation

- 4.1.1 Provide a digital photographic record of the progress of the Work including items that will be concealed by subsequent placement of fills. Progress photos are to be forwarded to the Owner prior to substantial completion of the work.

## 5 SAFETY, ENVIRONMENTAL AND QUALITY CONTROL

### 5.1 Safety

- 5.1.1 Contractor shall be responsible for compliance with all applicable provincial and federal safety regulations related to the Work. Contractor shall fulfill the responsibilities of a **Prime Contractor** for the project as detailed in the Workers' Compensation Act and Occupational Health & Safety Regulations, and by doing so, will assume responsibility for coordinating all health and safety activities on the construction site and in any location associated with the project outside of the main work area and as set out in the WorkSafeBC Occupational Health and Safety Regulations and the Workers Compensation Act.
- 5.1.2 Submit details of the Project to WorkSafe BC before commencing Work on site and notice must be posted on site to that effect. Comply with the Workers' Compensation Accident Prevention Regulations of British Columbia (latest edition) and provide all safety requirements as prescribed by WorkSafe BC and the Worker's Compensation Board.
- 5.1.3 Erect such hoarding, guards, fences, screens or barricades as may be necessary to maintain safety for workers and the public.
- 5.1.4 Drugs or alcohol of any type will not be permitted on site.
- 5.1.5 Failure to comply with the requirements listed in this section may be deemed breach of contract at the discretion of the Owner.

### 5.2 Environmental Protection

- 5.2.1 Maintain the Work in tidy condition, free from accumulation of waste products and debris.
- 5.2.2 Remove any waste material and debris from site and deposit in waste containers or trucks approved for safe transport to landfill location. Arrange and pay for emptying and disposal of container's contents as required.
- 5.2.3 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm sewers and/or sanitary sewers.
- 5.2.4 Control emissions from equipment to comply with regulatory requirements.
- 5.2.5 Use and maintain Construction Equipment in good working order, free of leaks that might contaminate the site or surrounding area. Wherever possible, re-fuel equipment off-site.
- 5.2.6 Report any hazardous materials found at the site and report any hazardous spills to the Owner immediately.



- 5.2.7 Ensure that spill containment materials (oil absorbent pads and booms) are on site in sufficient quantity to contain a potential spill and prevent discharge to ocean environment.
- 5.2.8 Costs of cleanup, reporting, fines, etc., related to any Contractor caused spills will be the responsibility of the Contractor.

### 5.3 Inspection

- 5.3.1 Refer to CCDC GC 2.3.
- 5.3.2 Owner and representatives shall have continuous access to the Work. Owner and representatives will be responsible for compliance with the Contractor's safety plan and procedures while at the site.
- 5.3.3 Provide 48 hour minimum notification of readiness of the Work for inspection by the Owner once subgrade depth is reached. Do not backfill until subgrade inspection is complete.

## 6 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

### 6.1 Construction Facilities

- 6.1.1 Provide secure site fencing for the duration of the project to ensure that the site or waste materials do not represent a hazard to the public. Provide full time site supervision when the fencing is opened during loading and trucking activities.
- 6.1.2 Store equipment, tools and materials on site in a manner that minimizes interference with Work activities.
- 6.1.3 Institute and implement an approved waste management plan. All costs of waste disposal (trucking, landfill tipping fees, etc.) will be the responsibility of the Contractor.
- 6.1.4 Provide adequate sanitary facilities for the use of workers.

### 6.2 Project Signage

- 6.2.1 Install safety/warning signs in locations to notify the public of any safety risks.

### 6.3 Publicity

- 6.3.1 Neither the Contractor, any subcontractors, nor anyone directly or indirectly employed by them shall release any publicity reports, photographs, sketches, plans or other information, orally or written, concerning the work performed or to be performed, without first obtaining the written approval of the Owner.

### 6.4 Site Storage/Loading

- 6.4.1 Store tools, equipment and materials on site in a manner to cause least interference with work activities.
- 6.4.2 Do not unreasonably encumber premises with products.
- 6.4.3 Do not load or permit to load any part of the work with a weight or force that will endanger the work or cause damage to existing infrastructure.



## 7 PRODUCT REQUIREMENTS

- 7.1 Refer to MMCD for materials specifications.
- 7.2 Use only specified Products and those approved as 'equivalent'.

## 8 EXECUTION REQUIREMENTS

- 8.1 Inspect and verify all conditions affecting the Work including an assessment of components potentially subject to damage and/or movement during construction procedures.
- 8.2 Provide temporary protection for structures in the vicinity of the work if required.
- 8.3 Provide protection from the elements as necessary including keeping excavations free of water. Provide temporary drainage and pumping equipment as necessary.
- 8.4 Remove and replace defective, non-compliant and non-conforming Work. Restore Work in accordance with the Contract Documents.

## 9 PRODUCT QUALITY

- 9.1 Contractor is responsible for quality control during construction. At the discretion of the Owner, a consultant may perform quality assurance activities. The following conditions apply:
  - 9.1.1 A passed quality assurance test does not relieve the Contractor of the responsibility for compliance with the requirements of the Contract.
  - 9.1.2 If a test is failed it shall be the Contractor's responsibility to rectify the situation and pay for the cost of retesting to prove that the minimum quality requirement has been met.
- 9.2 Workmanship
  - 9.2.1 Do not employ any unfit person or anyone unskilled in their required duties.
  - 9.2.2 Decisions as to quality or fitness of workmanship in cases of dispute rest solely with Owner, whose decision is final.
- 9.3 Concealment
  - 9.3.1 Before installation, inform Owner if there is a contradictory situation. Install as directed by Owner.

## 10 PROJECT CLOSEOUT

- 10.1 Closeout Procedures
  - 10.1.1 Prior to Substantial Performance of the Work, the Contractor is to conduct a detailed inspection to confirm compliance with the Contract Documents and request that the Owner conduct a review of the Work to identify incomplete Work and/or deficiencies. These are to be completed and/or corrected prior to a request for certification of "Substantial Performance of the Work".



10.1.2 The date of certification of Substantial Performance of the Work will be date for commencement of guarantees/warranties, including the one year general warranty.

10.1.3 All holdback amounts, less any claims by subcontractors, will be due at 55 days from the date of substantial performance of the work.

## 10.2 Final Cleaning

10.2.1 Refer to CCDG GC 12.1.

10.2.2 Immediately prior to Substantial Performance of the Work, ensure that:

- a. Loose gravel or mud has been removed from any paved areas adjacent to the site that has resulted from the Work.
- b. All temporary safety fencing, equipment, construction office, portable sanitary facility, and any debris is removed from the site.

