

CITY OF ROSSLAND



Invitation to Tender

For the

Construction of a trail in Rossland:

Trail Creek Trail

The City of Rossland invites tenders from qualified service providers for the supply of all superintendence, labor, materials (exceptions noted), tools, plant, equipment and any incidentals required for the construction of an urban, built-environment trail starting approximately at the corner of Washington St. and the undeveloped section of Victoria Ave, running along Trail Creek to the Rubberhead Trail on Redstone Golf Course, in accordance with the specifications attached.

Instructions and Conditions of Invitation to Tender

1. Tenders must be submitted in a sealed opaque envelope clearly marked "Trail Creek Trail", addressed to the Manager of Planning and Development, Rossland City Hall, 1899 Columbia Avenue, Box 1179, Rossland, B.C. V0G 1Y0.
2. Tenders must be received at City Hall no later than **4:00 p.m., Thursday, September 16, 2010**. Public opening of the Tenders will take place Friday, September 17, 2010, at 8:30 am.
3. Tenders received and not conforming to Items 1 and 2, above, will be returned (unopened) to Proponent(s) without consideration.

4. **Definitions:**

- **“City”** means the City of Rossland.
- **“Work”** is the construction of the “Mining Museum Trail” according to the specifications attached in Schedule E.
- **“Contract”** means the agreement resulting from this Invitation to Tender.
- **“Contractor”** means the successful Proponent who has entered into the Contract.
- **“Approved”** means approval in writing by the Manager of Planning and Development, including written confirmation of previous verbal approvals.
- **“Proponent”** means the individual, firm, partnership or corporation, or combination thereof, submitting a Tender for the work contemplated and acting directly or through a duly authorized representative.
- **“Manager”** means the Manager of Planning and Development Services or his duly authorized representative.
- **“Project Manager”** means the person authorized by the City of Rossland to oversee the project.
- **“Sub-Contractor”** means the individual, firm, partnership or corporation to whom the Contractor, with written consent of the City, sub contracts any part of the work covered by the Contract.
- **“Manager of Finance”** means the Manager of Finance for the City of Rossland.

5. The City does not accept Tenders received via our facsimile machine.

6. Your Tender should clearly show your complete organization name, nearest location to the City, and name and telephone number of the primary contact person.

7. Include in the Tender the names, addresses, contact and telephone numbers of organizations, including other municipal organizations, to which your firm has supplied similar services. It is the City's intent to check the references of any or all Proponents and to take these findings into account in the evaluation of Tender submissions. All information requested in the attached Schedules and Contract must be complete.

8. Financial Security

Tender submissions must be accompanied by one of the following forms of financial security:

a) Certified Cheque

Tender submissions must be accompanied by a certified cheque drawn on a Canadian chartered bank in the amount of 10% of the total cost to build the trail, payable to the City of Rossland. All certified cheques will be deposited into a City account; the City will not pay interest on the financial security. If the successful Proponent fails to enter into a Contract, the City may call on the financial security to offset any additional costs or losses resulting from a recalling of the Invitation to Tender. Any amount in excess of the costs or losses will be returned to the successful Proponent after the effective date of the Contract.

Refunds will be sent to the unsuccessful Proponent(s) as soon as practical after the effective date of the Contract.

Upon selection of the Tender, and prior to the signing of the Contract, the successful Proponent will be required to supply the City with a certified cheque, payable to the City of Rossland, in the amount of 10% of the total cost to build the trail. The financial security will be deposited into a City account; the City will not pay interest on the financial security. The financial security will be held by the City as security for the due performance of the Contract. If the Contractor is in breach of the Contract and the Contract is terminated by the City, the City may elect to call on the financial security to compensate for liquidated damages.

OR

b) Irrevocable Letter of Credit

Tender submissions must be accompanied by an irrevocable letter of credit in the amount of 10% of the total cost of building the trail, payable to the City of Rossland for the duration of the Contract in a form satisfactory to the City's Manager of Finance. If the successful Proponent fails to enter into a Contract, the City may call on the letter of credit to offset any additional costs or losses resulting from a recalling of the Invitation to Tender. Any amount in excess of the costs or losses will be returned to the successful Proponent after the effective date of the Contract.

The letters of credit will be returned to the unsuccessful Proponent(s) within 7 days after the effective date of the Contract.

Upon selection of the Tender, and prior to the signing of the Contract, the Contractor will be required to supply the City with a letter of credit, payable to the City of Rossland, in the amount of 10% of the total cost of building the trail. The financial security will be deposited into a City account; the City will not pay interest on the financial security. The financial security will be held by the City as security for the due performance of the Contract. If the Contractor is in breach of the Contract and the Contract is terminated by the City, the City may elect to call on

the financial security to compensate for liquidated damages.

Financial security shall be held and retained by the City as security for due and faithful performance, observance, and fulfillment by the Contractor of all terms, covenants, provisions, agreements, conditions and reservations in the Contract documents.

In the event of any breach, default or non performance being made or suffered by the Contractor causing loss to the City thereby, then the City will call on the financial security as liquidated damages without in any way limiting or waiving any other or further remedy which the City may have in law or equity against the defaulting Contractor for damages in excess of the financial security.

The City may agree to a schedule of payments based on stages of completion of the Work.

Upon completion of the Work and providing that the Contractor has performed all terms, covenants, provisions, agreements, conditions and reservations of the Contract documents, the Contractor shall be entitled to be repaid or returned the financial security deposited with the City.

FAILURE TO PROVIDE FINANCIAL SECURITY AS DESCRIBED ABOVE WITH THE TENDER SUBMISSION WILL RESULT IN YOUR TENDER BEING DEEMED INCOMPLETE AND THEREFORE IT WILL NOT BE CONSIDERED.

9. All Tenders submitted must include 3 copies in an 8½ inch x 11 inch format. Tender submissions must be suitable for black and white photocopying. (No three-ring binders please.)
10. If a Proponent is in doubt as to the true meaning of any part of this Invitation to Tender, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction may be submitted to the Manager. If deemed necessary by the City, an addendum will be issued to all Proponents registered as having received this Invitation to Tender. This procedure also applies should the City, of its own accord, wish to expand or delete any part of this Invitation to Tender.
11. No Proponent may withdraw its Tender for a period of 90 days after the Tender submission deadline.
12. Proponents are solely responsible for any costs or expenses related to the preparation and submission of Tenders.
13. The City is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. While Section 21 of the *Act* does offer some protection for third party business interests, the City cannot guarantee that any information provided to the City can be held in confidence.

14. The Contractor must enter into a signed Contract with the City, in a form approved by the City.
15. The City reserves the right to accept any or none of the Tenders submitted. The City will evaluate Tenders based on Tender submissions, and the best value to the City considering but not restricted to all expected costs to the City, the quality of services expected to be provided by the Proponent, relevant experience of the Proponent, and the Proponent's references. The lowest cost Tender will not necessarily be accepted and any implication otherwise is hereby expressly negated.
16. Tenderers must complete the contract bid schedule attached to the contract document. The City will review this schedule as part of the selection process – and the successful contract will be based on the prices stated in the schedule.
17. All technical questions and questions concerning the submission of Tenders regarding the Work should be directed to Mr. Mike Maturo, Manager of Planning and Development Services at Tel: 250-362-2325. Questions relevant to the preparation of a Tender will be answered in the form of an addendum to this Invitation to Tender and only the written Invitation to Tender with addendums should be relied upon by Proponents when preparing and submitting their Tenders.
18. It is the City's intention to engage contractors who can furnish satisfactory evidence that they have the ability and experience to carry out the Work to the satisfaction of the City. The City reserves the right to verify information contained in Tenders and to not accept Tenders from any or all contractors.
19. After the closing time for receipt of Tenders all Tenders submitted to the City will become the property of the City.
20. The City will appoint a Project Manager to oversee the trail's construction. The Project Manager will instruct the Contractor on achieving the appropriate grade, width and surfacing of the trail.
21. **The successful Proponent must be able to begin Work the week of September 20th, 2010.**

Schedule A – Tendered Amount (incl. GST). (see trail construction specifications in Schedule E)

<p>Excavation</p> <ul style="list-style-type: none"> • Corner of Victoria Ave and Washington to the Rubberhead trail trailhead on Redstone Golf Course • Total Distance approximately 1 km. 	\$
<p>Granular Base</p>	\$
<p>Compaction</p> <ul style="list-style-type: none"> • 	\$
<p>Retaining Walls</p> <ul style="list-style-type: none"> • 	\$
<p>Obstruction Removal (i.e. trees, rock, concrete barriers, etc.)</p> <ul style="list-style-type: none"> • 	\$
<p>Clear Span Bridge (2)</p>	\$
<p>Other</p>	\$
	\$
<p>TOTAL (including HST)</p>	

Total Cost _____

Signature _____

SCHEDULE B

LIST OF PREVIOUS CONTRACTS OF SIMILAR NATURE

The Proponent shall fill in details below of the most recent contracts it has undertaken with work of a nature similar to this Tender.

It is the intention of the City to use the information given below to assess the experience of the Proponent in appropriate fields of work. The City may contact the references given below before awarding any Contract.

Location:	Client:
Contract Name:	Telephone:
Contract Value:	Year:
Description of Work:	

Location:	Client:
Contract Name:	Telephone:
Contract Value:	Year:
Description of Work:	

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Location:	Client:
Contract Name:	Telephone:
Contract Value:	Year:
Description of Work:	

Other Information Related to Contract if Applicable.

PROPONENT: _____

SIGNATURE: _____

DATE: _____

SCHEDULE C

LIST OF SUB-CONTRACTORS

The following are the Sub-Contractors we propose to use for the Divisions or Sections of Work listed hereunder. Please include copies of Schedule B for each subcontractor, if applicable.

(If not used, bar and initial the space below)

DIVISION OR SECTION OF WORK & VALUE	NAME OF SUB-CONTRACTOR

PROPONENT:

SIGNATURE:

DATE:

SCHEDULE D

ADDITIONAL PROPONENT SUPPLIED INFORMATION

ORGANIZATION

Please provide resumes of the primary contact person and all other key personnel contemplated to be involved in the supply of services. The personnel named may not be substituted for or removed from the Work without the prior written approval of the City.

FINANCIAL REFERENCE

Please provide your Financial Institution's details such as Address, Phone Number and Manager's Name.

REFERENCES

Provide a list of references for work similar to this contract which should include contact names, phone numbers, duration of contract and value.

WORKERS COMPENSATION INSURANCE NUMBER

Provide a letter from the Worker's Compensation Board confirming your current status with the Board.

PERMITS AND LICENCES

Provide copies of all permits and licenses relevant to the provision of the Work as required by all authorities having jurisdiction.

SCHEDULE E-Construction Specifications

General Specifications:

The project manager will flag the exact route of the trail, and will coordinate with the construction contractor as to site specific requirements.

- Tread Width: 2 to 3m
- Trail Type – Full-bench construction in natural soil (no sub-grade) with rock-wall reinforced partial-bench (filled) construction where necessary. It is expected that a mini and or mid-sized excavator will be used for construction, with manual techniques where required. Elevating the trail with rock excavated and transported from the quarry will be required in some sections, where a skid-steer and dump-truck will be necessary.
- Maximum grade – 8%.
- Incorporate periodic grade dips wherever possible and as directed by the project manager. Maximum allowable tread length (distance between tread crest and adjacent dip) is 15m.
- Avoid straight sections of trail in terrain approaching 8% grades.
- Switch-back turn radius no less than 3m (centre-line), with grade dips at approach and exit. Raised lower platform may be required to maintain minimum grade.
- In-sloping proportional to user speed and turn radius will be required.
- The ground surface and vegetation adjacent to the trail corridor should be preserved in its' existing state.
- Removal of trees and large rocks will be required.
- A contractor staging area will be provided if necessary.
- The contractor is responsible for disposing of any stumps, logs, branches if required.
- Erosions and Sediment Control measures shall be utilized during construction.
- No material shall be tracked onto City roads.
- All filled surfaces shall be compacted to ensure long term stability.
- **Tread surface – mineral soil (compacted 10cm crusher fines to be installed dependent upon funding and/or at a later date*).**

Site Specific Requirements

Map #1. Trail Creek Trail ~1000m

- A. Construction of a trail from the intersection of Victoria Ave and Washington St., along Trail Creek, to Redstone Drive, and on to the intersection with the Rubberhead trail, as flagged and at the direction of the project manager.
- B. Installation of 2 culverts (to be provided) will be required.
- C. Construction and installation of a clear span bridge (materials and bridge specs to be provided) across Trail Creek will be required.

- D. Crossing the area of the inactive rock quarry will require the re-alignment of the existing drainage (into a fall-line channel), and re-contouring of the terrain (to enable a traverse below the bedrock out-crop) beyond the confines of the trail corridor.
- E. The existing access road to the rock quarry is required to be re-contoured to trail width specifications.
- F. Trail construction within the floodplain of Trail Creek (adjacent to Redstone Drive) will require transporting rock from the quarry to elevate (coarse to fine material) the trail up to grade.

***Please note that the City of Rossland is applying for BC Bike Grant funding under the Cycling Infrastructure Partnerships Program (CIPP) which could allow the city the financial means to fund a compacted gravel surface. All proponents should provide the city with a bid that separately itemizes:**

- **the excavation costs for a general rough-in of the trail with only a natural surface**
- **the supply and application/compaction of a fine crush gravel surface to the roughed-in trail**

The City will award the Tender whether or not the BC Bike CIPP grant funding is secured.