

AGENDA
SPECIAL OPEN COLLIERY DAMS SELECT COMMITTEE MEETING
ROOM 1, BEBAN PARK, 2300 BOWEN ROAD NANAIMO, BC
TUESDAY, 2015-AUG-18, AT 6:00 P.M.

1. **CALL THE COLLIERY DAMS SELECT COMMITTEE MEETING TO ORDER:**

2. **ADOPTION OF AGENDA:**

3. **INTRODUCTION:**

4. **APPOINTMENT OF CHAIR:**

The Committee's Terms of Reference state that the Committee will select a Chair at its first meeting.

5. **REVIEW TERMS OF REFERENCE AND ANY PROCESS QUESTIONS:**

6. **FACILITATOR VERBAL REPORT:**

- | | | |
|-----|---|-----------------|
| (a) | Letter from the Province dated 2015-AUG-07 | <i>Pg. 2-3</i> |
| (b) | Letter from Golder Associates dated 2015-AUG-10 | <i>Pg. 4-8</i> |
| (c) | Request for Tender dated 2015-AUG-11 | <i>Pg. 9-32</i> |

7. **NEXT STEPS:**

8. **ADJOURNMENT:**



August 7, 2015

VIA EMAIL

Young Anderson
#1616 - 808 Nelson Street
Box 12147 Nelson Square
Vancouver BC V6Z 2H2

Attention: Reece Harding

Dear Mr. Harding:

Re: City of Nanaimo v. Comptr of Water Rights/WAT-004
Environmental Appeal Board Vancouver Registry No. 2015-WAT-004

We are aware of the motion passed by the City Council in respect of the Colliery Dams at the previous meeting held on July 27, 2015 (the "Meeting") in which the Council set the Terms of Reference for the Select Committee (the "Motion"). The Motion followed receipt of the Comptroller's letter to Toby Seward of the same date (the "Letter").

During the Meeting, City staff expressed concern to the Councillors that the Motion would result in further delays respecting work on the Colliery Dams and could jeopardize the City's ability to comply with the deadlines set out in the Comptroller's Order of April 29, 2015, and my subsequent letter of June 30, 2015. The Comptroller shares these concerns and reiterates that he remains committed to the terms of the April 29 Order and expects the City to put plans in place to deal with any potential delays.

Also during the Meeting, there appeared to be some confusion as to what the Comptroller meant in the Letter when he stated his expectation that the City submit the schedule being prepared by Golder (for completion of the detailed design) and the detailed design report and constructions plans "as soon as possible". The City's earlier correspondence of July 24, 2015, stated that "[d]uring the period between now and September 1, the City also will work with Golder to complete detailed design..." with tender to be awarded no later than September 1 and construction to begin in

Ministry of
Justice

Legal Services Branch
Civil Litigation

Mailing Address:
PO BOX 9280 STN PROV GOVT
Victoria BC V8W 9J7

Location:
1001 Douglas Street
Victoria BC

Telephone: 250 387-3704
Facsimile: 250 953-4348

September. The Comptroller therefore expects the schedule and detailed design report and construction plans to be submitted no later than September 1, 2015.

To be absolutely clear: the Comptroller expects compliance with the dates set out above and all of the other dates set out in the April 29 Order. Should there be any remaining questions to this end, please advise and I will do my best to respond.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pamela Manhas', written in a cursive style.

Pamela Manhas
Barrister and Solicitor

PM/ss



August 10, 2015

Reference No. 1314470516-029-L-Rev0

Toby Seward, Community Development and Protective Services
City of Nanaimo
455 Wallace Street
Nanaimo, BC
V9R 5J6

**COLLIERY DAMS, NANAIMO BC
DESIGN SUBMISSION TO THE PROVINCE OF BC**

Dear Mr. Seward,

1.0 INTRODUCTION

As requested by the City of Nanaimo (the City), Golder Associates Ltd. (Golder) has prepared this letter which outlines the proposed remediation design for the Lower Colliery Dam. We understand that this letter will be used to support a submission to the Province of BC (Water Management Branch, Dam Safety Section) in response to a remediation Order dated April 29, 2015 (BC, 2015). This letter presents, at a conceptual level, the proposed remediation design for the Lower Dam. This letter also includes a discussion of areas of uncertainty related to the current design, a summary of additional site data which is to be collected and a summary of further design work. Finally, a proposed schedule to complete the design is provided.

2.0 AUXILIARY SPILLWAY DESCRIPTION

Recent work has been carried out to evaluate a number of potential options for remediating the Lower Dam, which principally consists of increasing the flood routing capacity of the reservoir. Most recently, options for constructing an auxiliary spillway were presented in a letter report prepared by Golder for the City titled, "Colliery Dams, Nanaimo BC Lower Dam – Development of Design Alternatives" (Letter Report), which was submitted on July 8, 2015. The auxiliary spillway concept was developed as it provides a means to generate additional spillway capacity without impacting the existing spillway. With this approach, the existing spillway would remain in place and serve as the primary spillway, while the auxiliary spillway would be constructed to provide the additional required capacity. As it is preferable that the existing spillway, and the existing river channel downstream of the spillway, serve as the primary flow channel, the auxiliary spillway would only be activated in the event of a storm.

Based on discussions with the City, the following auxiliary spillway alternative designs were developed, as discussed further in the Letter Report:

- Option 1 (Anchored Channel Option);

Golder Associates Ltd.

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Tel: +1 (604) 296 4200 Fax: +1 (604) 298 5253 www.golder.com

Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America

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- Option 1A (Anchored Channel Option 1A);
- Option 2 (Open Channel Option); and,
- Option 3 (Buried Option).

Option 2 (Open Channel Option) was selected by the City as the preferred option and is shown in Figures 8a and 8b of the Letter Report. This option consists of a labyrinth weir acting as the control structure, followed by a box culvert (which is used to provide pedestrian access across the spillway), followed by an open channel swale with final discharge into Harewood Creek. To prevent erosion, the open channel will be armoured or cut into bedrock (if encountered).

It is noted that the remediation options discussed in the Letter Report are of a preliminary nature (not detailed design). Golder worked with Herold Engineering Ltd. (Herold), the structural engineering consultant to the City, to develop the design options. Further, the drawings shown in the Letter Report are based on several assumptions as there has been no geotechnical investigation work carried out in the area of the proposed auxiliary spillway. The alignment shown for Option 2 on Figures 8a and 8b in the Letter Report may change once a geotechnical investigation has been completed.

3.0 PROPOSED PLANNING, ANALYSIS AND DESIGN ACTIVITIES

The following is a proposed list of activities to be carried out in order to develop the design. Due to the time sensitive nature of this project, the work has been planned to be carried out in an expedient manner, thus requiring concurrent execution of a number of activities, including concurrent execution of design and construction work. A brief description of these upcoming work items is provided below;

- Carry out a geotechnical investigation
 - Plan site investigation work and compile an Environmental Management Plan (EMP) for the test pit and drilling investigation (assuming the City will provide water for the drilling work).
 - Flag and stake the proposed test pit and drill hole locations.
 - Fence off investigation area for public safety.
 - Excavate four test pits using an excavator in the proposed footprint of the auxiliary spillway to determine the soil stratigraphy and groundwater elevation and approximate elevation of the top of bedrock.
 - Hand excavate two test pits within the proposed footprint of the auxiliary spillway near the connection to Harewood Creek to identify potential areas of soil contamination (near historical trestle crossing).
 - Drill three to four boreholes in the proposed footprint of the auxiliary spillway to determine the soil and bedrock stratigraphy and groundwater elevation which will be used to develop parameters for the detailed design.
 - Carry out laboratory testing of soil and bedrock samples (which will be used to develop parameters for the detailed design).

■ Site survey

- Survey proposed footprint of auxiliary spillway and pick up any other applicable local features to supplement existing survey information. Survey borehole and test pit locations, reservoir limits, slope break lines, existing path alignments, tree species, size and trunk location as well as details of the Harewood Creek connection point.
- Reservoir survey to include confirmation of bottom of reservoir 10 metres in each direction of centre of spillway.
- Develop Digital Terrain Model (DTM) for AutoCad base plans.

■ Permitting. Activities which are required in order to obtain the required permits for construction of the project have been commenced and will be carried out in parallel with the design and site investigation work. This work will be carried out collaboratively between staff from Golder and from the City.

■ Detailed design.

- If necessary, revise spillway alignment based on geotechnical information.
- Finalize geotechnical, hydrotechnical and structural design.
- Detailed drawings, contract documents and specifications. These will be prepared in a phased manner in order to expedite construction, as described below.

■ Lower Dam instrumentation. As outlined in previous reports (Golder 2014), as part of the remediation work, structural instrumentation will be installed in the existing (open) boreholes that have been drilled in the concrete core of the Lower Dam. This instrumentation will be designed and installed as part of this current work.

■ Tendering and construction.

It is currently anticipated that the site investigation work will be carried out in two stages. The work commenced on August 6 with the test pit investigation, which was described previously. The second stage of investigation will be a drilling investigation which is expected to be completed in the week of August 17, using a drill rig provided by Foundex Explorations Ltd.

The site investigation will be followed by detailed design and preparation of design and construction drawings. As discussed below, the design work will be carried out in parallel with the construction, which will require the submission of the design documents in a phased manner.

4.0 DESIGN AND CONSTRUCTION SEQUENCING

The design assumptions for the auxiliary spillway are discussed in the Letter Report along with key aspects related to the construction of the auxiliary spillway. As noted in the Letter Report, the ideal construction window is during the drier season from July to October. As the use of this full construction season is no longer feasible for construction this year, the project will be expedited to maximize the use of the remaining period of dry weather.

In order to be able to expedite the initiation of construction, a construction contractor will be engaged prior to completion of site investigation and design. Thereafter, the design and construction will be separated into two separate phases, thereby allowing some of the construction to start prior to the detailed design completion. Detailed planning of this phased construction is not yet complete, but it is currently envisaged that the design will be completed as follows;

- The first phase of design and construction is anticipated to include mobilization, access preparation, site clearing and excavation work. The design of these elements of the project is expected to be completed on or about the first week of September.
- The second phase is expected to consist of concrete forming and concrete placement, drainage and backfill, landscaping, plug removal and reinstatement. The design of these elements of the project is expected to be completed on or about the first week of October.

5.0 PROPOSED SUBMISSIONS

In order to provide future design submissions to the Province of BC in a timely manner, it is proposed that these submissions be completed in parallel with the overall project design as described above. With that in mind, it is proposed that the design submission to the Province of BC is also completed in a two phased process as follows;

- The first phase submission is anticipated to include updated general arrangement drawings, site clearing and excavation drawings and an accompanying preliminary design report. Given that the site investigation is anticipated to be completed by August 21, it is expected that this submission would be completed on or about the first week of September.
- The second phase is expected to consist of structural design drawings, backfill and drainage drawings and final grading and site re-instatement drawings, together with a detailed design report. It is expected that this submission would be completed on or about the first week of October.

6.0 CLOSURE

We trust that the information provided herein meets your present requirements. Should you have any questions regarding the above, please do not hesitate to contact us.

GOLDER ASSOCIATES LTD.



Jenna Girdner, B.Sc. Eng.
Geotechnical Group



Bruce Downing, P.Eng.
Principal, Senior Geotechnical Engineer

JG/BRD/kn

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7.0 REFERENCES

BC Ministry of Forest, Lands and Natural Resource Operations, 2015. Letter to the City of Nanaimo "Middle Chase River Dam and Lower Chase River Dam – Replacement Order", dated April 29, 2015.

Golder Associates Ltd. 2014. Report on "Colliery Dams– Remediation Options", August 2014.

Golder Associates Ltd. 2015. Letter Report on "Colliery Dams, Nanaimo BC Lower Dam – Development of Design Alternatives", July 8, 2015.



Request for Tender No. 1670

CHASE RIVER DAMS – AUXILIARY SPILLWAY

Issue date: August 11, 2015

Closing Date and Time:

Tenders must be received prior to:

3:00 pm (15:00 hrs) Pacific Time, August 24, 2015

Closing Location:

Purchasing Department

2020 Labieux Road

Nanaimo, B.C., V9T 6J9

Questions and Inquiries are to be sent to:

Stephen Ricketts

Construction Manager

Email: stephen.ricketts@nanaimo.ca

Telephone: (250) 756-5329

Tenders will not be opened in Public immediately after closing



INSTRUCTIONS TO TENDERERS

ARTICLE 1. TENDER

Sealed tenders clearly marked "**Tender 1670 Chase River Dams – Auxiliary Spillway**" will be received by the Manager of Purchasing & Stores up to 3:00 p.m. local time, August 24, 2015 at the Purchasing office, City of Nanaimo, 2020 Labieux Rd, Nanaimo, BC, V9T 6J9. Tenders will be opened in the Purchasing Department, immediately after the closing time. Tenders will not be opened in public. The wall clock in the Purchasing Department is the official time piece.

ARTICLE 2. SCOPE OF WORK

Tenders are invited from qualified and experienced Contractors to construct an auxiliary spillway for the lower Chase River Dam. Background project information can be found at:

<http://www.nanaimo.ca/EN/main/departments/Engineering-Public-Works/CollieryDamProject.html>

Work will be completed on a cost plus basis using a CCDC3-1998 Cost Plus Contract. The written specifications and drawings for this work have been developed by the City's consultant, Golder and Associates and will be provided as work proceeds.

The City is under order by the Comptroller of Water Rights to be substantially completed by November 15, 2015. The Comptroller order can be found at:

<http://www.nanaimo.ca/assets/Departments/Engineering~Public~Works/Water~Supply/Publications~and~Forms/20150409-Chase-Dams-Order.pdf>

ARTICLE 3. EXAMINE

The Tenderer must carefully examine the Contract Documents and the site of the proposed works, judging for and satisfying himself as to the probable conditions to be encountered. Should a Tenderer find discrepancies in, or omissions from the drawings or other documents, or should he be in doubt as to their meaning, he should, prior to submitting his tender, notify the City in writing. The Tenderer may not claim, after the submission of a tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

The Tenderer's attention is drawn to any addenda which may be issued prior to the time of tender closure.

No verbal agreement or conversation made or had at any time with any officer, agency or employee of the Owner or the Engineer shall affect or modify any of the terms or obligations herein stated, nor deemed to be any representation of warranty.

ARTICLE 4. SUBMISSION METHODS

Use one of the following methods below to submit your tender:



1. Via email at the only acceptable email address: purchasinginfo@nanaimo.ca
All email submissions must be less than 8MB
2. Via hard copy: One (1) hard copy in a sealed envelope delivered to the Purchasing Department, 2020 Labieux Road, Nanaimo, B.C., V9T 6J9
3. Via facsimile at the only acceptable facsimile number: (250)756-5327

It is the Bidder's sole responsibility to ensure their Tender is received prior to the posted closing date and time. Bidders are strongly encouraged to call the Purchasing Department at 250-756-5319 to ensure receipt prior to the posted closing date and time.

ARTICLE 5. FEDERAL AND PROVINCIAL SALES TAXES

All Fees are to exclude any applicable Value Added Taxes, unless otherwise noted.

ARTICLE 6. TENDER PRICING

Prices shall be filled in where indicated on the Tender Form.

ARTICLE 7. REVISIONS TO TENDER

Any revision to the tender by the Tenderer must be in writing properly executed and received by the Manager of Purchasing and Stores at the closing location before the closing time. Revisions can be submitted in person to the Purchasing Department, 2020 Labieux Road, by email: purchasinginfo@nanaimo.ca or facsimile at 250.756.5327.

Multiple Revisions

Where a Tenderer submits multiple revisions, each revision should be numbered sequentially by the Tenderer. Unless the Tenderer clearly stipulates to the contrary on the face of the revision, each successive revision will nullify and replace any previous revision to the identified item or tender price.

Unclear or Ambiguous Revisions

If in the opinion of the City, any revision is unclear, ambiguous as to meaning or intent, that revision will be disregarded and the original tender pricing, or the tender pricing determined by consideration of any other revisions will prevail. The City, its employees and agents will not assume any responsibility for timely receipt of any revisions.

The Tenderer assumes all responsibility for the timely and effective delivery of any faxcom transmission. The City will make reasonable efforts to ensure that the faxcom receiving equipment is in good working order but has no responsibility to ensure that the equipment is able to receive transmissions in an accurate or timely manner.

ARTICLE 8. TENDER SIGNING

The tender must be executed by an authorized signatory in a position to legally bind their Company to the information contained in the Tender Form.



ARTICLE 9. TENDER WITHDRAWAL

A Tenderer may, without prejudice to himself, withdraw his tender on written request received by the Manager of Purchasing and Stores any time prior to the time set for the closing of tenders.

ARTICLE 10. TENDER REJECTION

.1 The City of Nanaimo reserves the right to reject any or all tenders, or accept other than the lowest tender and to accept the tender which it deems most advantageous to the City of Nanaimo.

.2 To determine whether a Tenderer is best qualified to do the work, the information provided in the Tenderer's Questionnaire will be evaluated based on the criteria as described in Schedule A.

.3 The City of Nanaimo may reject a tender if:

- a) After investigation and consideration, the City concludes that the Tenderer is not qualified to do the work and/or cannot do the work and perform the Contract in a manner satisfactory to the City of Nanaimo.
- b) A tender contains qualifying conditions or otherwise fails to conform to these Instructions to Tenderers.
- c) A tender is incomplete, is considered incomplete in the Instructions to Tenderers, is obscure or irregular, which has erasures or corrections in the Tender Form, in which prices are omitted or are unbalanced, or which has an insufficient or irregular surety.
- d) The City of Nanaimo may, in its absolute discretion, reject a Tender submitted by Tenderer if the Tenderer, or any officer or director of the Tenderer is or has been engaged either directly or indirectly through another corporation in a legal action against the City of Nanaimo, its elected or appointed officers and employees in relation to:
 - (a) any other contract for works or services; or
 - (b) any matter arising from the City of Nanaimo's exercise of its powers, duties, or functions under the Local Government Act or another enactment

within five years of the date of this Call for Tenders.

In determining whether to reject a tender under this clause, the City of Nanaimo will consider whether the litigation is likely to affect the Tenderer's ability to work with the City of Nanaimo, its consultants and representatives and whether the City of Nanaimo's experience with the Tenderer indicates that the City of Nanaimo is likely to incur increased staff and legal costs in the administration of this contract if it is awarded to the Tenderer.

e) The City of Nanaimo, however, may at its sole discretion elect to retain for consideration a tender which is non-conforming because it does not contain the content or form required by these Instructions to Tenderers or because a Tenderer has not complied with the procedures set out in the Instructions to Tenderers provided that the Tenderer complies substantially with the Instructions to Tenderers.

.4 The City may reject all tenders if for any reason the City considers to be in its best interest to do so, including without limitation for any of the following reasons;

- a) the lowest tender that the City considers otherwise acceptable is higher than the funds budgeted or otherwise available for the project;



- b) the City decides not to proceed with the project or to defer the project;
- c) if only one bid is received, then the tender will be reissued unless a financial analysis indicates that the sole bid represents a good value for the taxpayers ; or
- d) the City is delayed in obtaining, or is unable to obtain, all approvals or consents it considers necessary, whether required by law or otherwise.

.5 The City of Nanaimo reserves the right to consider and to reject any tender or all tenders without notice to a Tenderer or Tenderers and without permitting a Tenderer to provide additional information.

.6 In no event will the City of Nanaimo be responsible for a Tenderer's costs of preparing or submitting a tender.

ARTICLE 11. AWARD

Awards shall be made based on the evaluation criteria in **Schedule A**.

The Owner will, following receipt of an acceptable tender, issue in writing a Notice of Award to the successful Tenderer. This notice will be given as soon as possible following the closing of tenders and unless otherwise agreed to by the Tenderer, not later than sixty (60) days following the closing of tenders.

ARTICLE 12. FORM OF AGREEMENT

The form of agreement will be CCDC3 - 1998 Cost Plus Contract as amended by the supplementary conditions negotiated between the parties.

ARTICLE 13. NO CLAIM FOR COMPENSATION

Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, and by submitting a bid each Tenderer shall be deemed to have agreed that it has no claim.

ARTICLE 14. SOLICITATION OF COUNCIL MEMBERS

"If a member of Council, or a person who was a member of Council in the previous six months has a direct or indirect interest in the contract, then the Tenderer shall report this to Council in accordance with Section 107 of the *Community Charter* upon being notified of the award of the contract.

The Tenderer warrants and represents that it has not received any information or a record from any Council member or former Council member contrary to Section 108 of the *Community Charter*." The successful Tenderer will be required to direct all communications related to their contract through the appropriate staff members as set out in Article 9 and Article 21 of the General Conditions of Contract.

ARTICLE 15. CONSTRUCTION SCHEDULE

Time is of the essence for this contract. To facilitate completion, scheduled work is approved outside the noise bylaw requirements. See Article 19 of these Instructions to Bidders.



The City is under order by the Comptroller of Water Rights to be substantially completed by November 15, 2015.

ARTICLE 16. WORKSAFEBC

1. The Tenderer is advised the workplace may have the following known operations and/or site conditions that could present a potential hazard to workers and other persons at the workplace. Other hazards may exist.

- | | | |
|-------------------------|-------------------|------------------------|
| - Energized Equipment | - Confined Spaces | - Tree Removal |
| - Underground Utilities | - Excavations | - Mobile Equipment |
| - Hazardous Materials | - Blasting | - Overhead Power Lines |

The successful Tenderer is designated as the Prime Contractor and shall fulfill the **Prime Contractor** responsibilities as defined in:

- WorkSafeBC *Occupational Health and Safety Regulation*, Notice of project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;
- Workers Compensation Act* (BC), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2); and
- General Requirements, Section 3.10 WorkSafe BC.

The Prime Contractor will be required to coordinate the safety of all workers on the work site, including their employees, their subcontractors, City work crews and their contractors, and private utilities, (BC Hydro, Telus, Shaw and FortisBC).

Prior to commencing work, the successful Tenderer will be required to forward a copy of their current OH&S Safety Program document, WorkSafeBC Notice of Project, WorkSafeBC Clearance Letter and City issued Prime Contractor Forms.

ARTICLE 17. LOCAL PREFERENCE

Preference shall be given to suppliers located within the Regional District of Nanaimo where quality, service, and price are equivalent.

ARTICLE 18. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

All documents submitted to the City will be held in confidence by the City, subject to the provisions of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act*.

ARTICLE 19. HOURS OF WORK

Tenderer is advised extended work hours may be required for this project.

ARTICLE 20. ARCHAEOLOGY

Tenderer is advised the worksite has potential for archaeological findings. A draft report is available from Madrone Environmental Services Ltd. Millennia Research was present during the geotechnical test holes to monitor the excavations. Millennia Research determined no further archaeological work is required.



ARTICLE 21. PERMITS

The City is applying for the necessary permits to complete the project.

ARTICLE 22. PROTESTS

1. Tenderer is advised protests against this project is anticipated. The main parking lot off Wakesiah Avenue will be the designated location for these protests.
2. The City has also received notice of potential actions to delay and/or inhibit the contractor's ability to complete the work.

SCHEDULE A

EVALUATION CRITERIA

Tenders will be evaluated on the following criteria:

Tender Evaluation Criteria	Point Value	X Rating	Total Score
Corporate Qualifications	20		
Corporate Experience	20		
Project Plan/Methodology	20		
Superintendent	20		
Fees	20		
Total	100		

RATING	DESCRIPTION
5	Exceeds Expectations, Proponent clearly understands the requirement, Excellent Probability of success
4	Somewhat Exceeds Expectations,
3	Meets Expectations, Proponent demonstrates a good understanding of the requirement. Good probability of success
2	Somewhat meets Expectations, Minor weakness and/or deficiencies. Fair probability of success
1	Does not meet expectations, does not demonstrate a good understanding of the requirements, low probability of success
0	Non compliant, response indicates a complete misunderstanding of the requirements, very low probability of success.

NOTES:

1. A score of ZERO (0) on ANY of the Rated Criteria items MAY result in disqualification of a Submission.
2. These are the ONLY factors which will be used to evaluate the submission.
3. The highest scoring or any submission will not necessarily be accepted.
4. The lowest price proposal will receive a rating of 5. Other proposals will receive reduced ratings based on the proportion higher than the lowest price. i.e. Rating = (Min Cost x 5)/Cost

The selection committee will proceed with an award recommendation for Council's approval and the City will attempt to negotiate a final agreement with the highest ranked Contractor with the intent of finalizing an agreement. If the parties, after having negotiated in good faith are unable to conclude a formal agreement, The City and the Contractor will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the City may, at its discretion, contact the Contractor of the next highest rated Tender and attempt to conclude a formal agreement with it, and so on until a contract is concluded.



GENERAL TERMS AND CONDITIONS

Business License

The successful Contractor must have a current City of Nanaimo Business License or Inter-Community License prior to the commencement of any work.

Competency and Qualifications

The successful contractor must have the necessary competence, experience, qualified personnel and equipment to carry out all aspects of the work of the Contract. The successful Contractor will employ properly licensed, trained and unimpaired workers throughout the duration of the contract. Failure to do so could result in termination. Copies of certifications may be requested by the City. Smoking is permitted in designated areas. Alcohol and Drug consumption is not permitted on City property

Governing Law

This agreement shall be governed by the laws of the Province of British Columbia.

Correspondence

Both parties shall designate one person from their respective organizations to be primarily responsible for coordinating contractual and financial matters.

Force Majeure (Act of God)

Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God or to any other cause beyond its control, except labour disruption.

In the event Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

Should the Force Majeure event last longer than 30 calendar days, the City may terminate this Agreement immediately by written notice to the Contractor without further liability, expense, or cost of any kind.

Dispute Resolution

Where any dispute arises out of or in connection with this agreement, either party may request the other party to appoint senior representatives to meet and attempt to resolve the dispute either by direct negotiations or mediation. Unresolved disputes may be submitted for final resolution by arbitration administered by the British Columbia International Commercial Arbitration Centre under its "Shorter Rules for Domestic Commercial Arbitration" in Vancouver, British Columbia, Canada. Alternatively, the Parties may agree, within 30 days of request by a party for final resolution, to submit the dispute for final resolution by arbitration in another manner.

**Conflict of Interest**

The contractor declares that it has no financial interest, directly or indirectly in the business of any third party that would be or be seen to be a conflict of interest in carrying out the services. It warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

Independent Contractor

The Contractor shall be, and in all respects be deemed to be, an independent contractor and nothing in this *Agreement* shall be construed to mean that the Contractor is an employee of the *City* or that any agency, joint venture or partnership exists between the *Contractor* and the *City*.

The *Contractor* shall be responsible for providing own employment insurance, WorkSafe BC coverage, business licence, income tax remittance and complying with any other applicable laws and regulations applicable to an independent contractor.

Irrevocability

Submissions will be irrevocable and remain open for acceptance by the City for a period of sixty (60) calendar days, after the closing time.

Permits, Regulations and Building Codes

Unless otherwise specified, the Contractor shall at his own expense, obtain all applicable permits, certificates, and licences required by law for the conduct of the work and shall comply with all Federal, Provincial and City Laws, Regulations, Building Codes and Ordinances affecting the execution of the work. The Contractor will be responsible for the coordination of all inspections required under the permits.

Site Maintenance and Clean up

The working area shall be maintained in an orderly manner and shall not be encumbered with equipment, materials or debris.

Assignment

The Contractor shall not assign any of its obligations without first obtaining the written consent of the Owner, which consent may be withheld at the sole discretion of the Owner.

Collusion

The bidder shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the bidder has an interest in the bidder's submission and prepare the submission without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Submission for the same work.

Utility Location

It is the responsibility of the Contractor to locate any utilities in the vicinity of any construction, exploration or investigation.

TENDER FORM

CITY OF NANAIMO

TO: Manager of Purchasing and Stores
City of Nanaimo
2020 Labieux Rd
Nanaimo, BC V9T 6J9

To Whom It May Concern:

The undersigned Tenderer, having carefully examined the Contract Documents and the locality of the proposed work, and having full knowledge of the work required and of the materials to be furnished and used, hereby agrees to provide all necessary materials, supervision, labour, and equipment and perform and complete all work and fulfill everything as set forth and in strict accordance with the Contract Documents and Addenda numbered *_____.

The under signed also agrees:

1. That the Owner is in no way obligated to accept this Tender. The lowest or any Tender will not necessarily be accepted.
2. That, should the Tender Form be improperly completed or be incomplete, the Owner shall have the right to disqualify and/or reject this Tender.
3. That this Tender is made without knowledge of the Tender prices to be submitted for this work by any other company, firm or person.
4. That this Tender is made without any connection or arrangement with any company, firm, or person submitting a Tender for this work.
5. That this Tender is made without any undisclosed connection or arrangement with any other company, firm, or person having an interest in this Tender or in the proposed Contract.
6. That this Tender is irrevocable for sixty (60) days after the closing date for receipt of Tenders, and that the Owner may at any time within such period accept this Tender whether any other Tender has previously been awarded or not, and whether notice of Award of another Tender has been given or not.

♦ To be Completed by the Tenderer

TENDER FORM

7. To execute a CCDC 3 – 1998 Cost Plus Contract and deposit with the Owner the insurance documents within ten (10) days of the date of the Notice of Award of the Contract, such time limit being extended only on the written approval of the Owner.
8. To commence and proceed actively with the work immediately following receipt of the Notice to Proceed, and to complete all work under the Contract.
9. To do all work called for in writing by the Owner and Engineer and to accept as full compensation therefore, payment in accordance with the provisions of the CCDC 3 – 1998 Cost Plus Contract.
10. That payment for the work done will be made on the basis of the actual project costs properly documented in accordance with CCDC3 – 1998 Cost Plus Contract which shall be compensation in full for the work done under the terms of the Contract.
11. We agree to be designated as the Prime Contractor for this project per WorkSafe BC OH&S Regulations and have the necessary qualifications and are willing to accept the responsibilities as Prime Contractor for the project.

◆ To be Completed by the Tenderer

TENDERER'S QUESTIONNAIRE

We provide the following information in order that the Owner may judge our ability to fulfill the Contract requirements. Use additional paper if required.

Section 1: Corporate Qualifications

1. Clearly identify the Project Manager who will assume responsibility for successfully delivering the project and will serve as the City's main point of contact. Provide a brief description of the qualifications, skills, and expertise, and outline their role and responsibilities to ensure the successful delivery of this project. Provide a record of related performance and achievements of the nominated Project Manager. Use additional forms if necessary.

Name: _____

Years with Company: _____ Years of Experience: _____

Qualifications, skills, expertise: _____

Role, responsibilities: _____

Describe the experience of the Project Manager with projects of similar size and complexity.

2. Describe the availability, capacity and commitment of the dedicated Project Manager during the required time frame.

3. The anticipated working crew size for this project, including subcontractors, is estimated at:

a. For site preparation and clearing: _____ staff.

b. For excavation and channel construction: _____ staff.

c. Forming and construction of the concrete weir: _____ staff.

4. The following work will be subcontracted to the firms indicated below. All other work will be performed by our forces. Use additional forms if necessary. List only one Subcontractor for each sub-trade.

TRADE	NAME & ADDRESS OF SUBCONTRACTOR
CONCRETE	
SECURITY	
TRAFFIC CONTROL	
TREE REMOVAL	
ROCK REMOVAL	

5. Describe your current capacity to undertake this project .

6. Describe your Safety Program and the effectiveness of your safety management system. Describe any unique site specific safety considerations.

7. Describe the financial systems, staff, and work processes you have in place to manage the administration aspect of this project.

8. What unique technical capability or other resources does your firm have that would be valuable to this project?

9. Describe why the City should select your firm for the project.

Section 2: Corporate Experience

1. List previous projects completed by your company highlighting your company's ability to work on projects with a short completion date and the ability to meet project schedules. Provide project value, a brief description, project references and engineer of record. Use additional forms if necessary.

Project: _____ Owner: _____

Engineer: _____ Value: _____

Description: _____

Project: _____ Owner: _____

Engineer: _____ Value: _____

Description: _____

Project: _____ Owner: _____

Engineer: _____ Value: _____

Description: _____

2. List previous projects completed by your company on a cost plus basis. Provide project value, a brief description, project references and engineer of record.

Project: _____ Owner: _____

Engineer: _____ Value: _____

Description: _____

Project: _____ Owner: _____

Engineer: _____ Value: _____

Description: _____

Project: _____ Owner: _____

Engineer: _____ Value: _____

Description: _____

3. Describe lessons learned from past fast tracked projects that may be applied to this project.

4. Describe your firm's experience working with design teams where the final design is not yet completed. How has your firm added value to the project in these circumstances?

Section 3: Superintendent

1. Clearly identify the Superintendent and provide a description of the qualifications, skills, and expertise, and outline their role and responsibilities to ensure the successful delivery of this project. Describe their project work experience, with emphasis on their experience working on fast tracked projects. How will this individual provide value for the success of this project?

Name: _____

Years with Company: _____ Years of Experience: _____

Qualifications: _____

Role, responsibilities: _____

Projects listed under "Corporate Experience" completed by this superintendent:

How will this individual provide value to the success of the project?

Section 4: Project Plan/Methodology

The most recent design report regarding the auxiliary spillway and labyrinth construction, (City Council approved Option 2 Open Channel Option), is available on the City of Nanaimo website at:

[http://www.nanaimo.ca/assets/Departments/Engineering~Public~Works/Water~Supply/Publications~a nd~Forms/ATTACHMENT%20B%20\(Golder%20Report\).pdf](http://www.nanaimo.ca/assets/Departments/Engineering~Public~Works/Water~Supply/Publications~a nd~Forms/ATTACHMENT%20B%20(Golder%20Report).pdf)

1. Describe your understanding of the project scope of work, deliverables, and requirements for the project. Use additional forms if necessary.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no text or other markings on the paper.

2. Outline the key issues and constraints as the Tenderer understands them. Use additional forms if necessary.

[illegible]

3. Based on the preliminary design information, describe your firm's methodology from start to finish for addressing the required work outlining the major tasks and activities that need to be undertaken to meet the project completion timelines. Identify the critical path items and any City resources required to complete the work within your timelines.

4. What do you anticipate for site security for this project?

5. Where do you plan to dispose of any offsite excavated soil and other materials?

6. What hours do you plan to work in order to meet the substantial completion date?

7. What does the City need to provide to ensure your firm is successful?

Section 5: Fees (excluding Value Added Taxes)

1. Please provide the fixed percentage fees which include overhead and profit applicable to this project.

a) For BC Government Blue Book Equipment Rates:

The contractor's percentage fee, which excludes GST is _____ percent (____%) of the applicable "all found less operator" Blue Book rate as the cost of work accrues, (as Blue Book Rates include overhead and profit, 0% is acceptable).

b) For Personnel Hourly Rates:

The contractor's percentage fee, which excludes GST is _____ percent (____%) of the applicable hourly personnel rate as the cost of work accrues.

c) For All Other Project Costs, including subcontractors:

The contractor's percentage fee, which excludes GST is _____ percent (____%) of the cost of the work earned as the cost of work accrues.

2. Site security costs will be paid based on actual costs incurred plus applicable contractor percentage.

Please provide the following costs should work be delayed from civil disobedience:

- a. For equipment on site, the STANDBY RATE payable is _____ percent of the hourly rate for equipment to a maximum of eight (8) hours per day excluding weekends and statutory holidays.

If a work stoppage as a result of civil disobedience exceeds one week, how does the Tenderer propose to be compensated for equipment on site.

- b. For personnel scheduled to work, the STANDBY RATE payable is _____ percent of the hourly rate to a maximum eight (8) hours a day excluding weekends and statutory holidays.

If a work stoppage as a result of civil disobedience exceeds one week, how does the Tenderer propose to be compensated for the personnel on site:

4. We propose to place and use the following personnel on this project. Use additional forms if necessary.

The following rates shall form the basis of payment for hourly personnel hourly for this contract. Provide a rate for each occupation listed and the number of personnel to be dedicated to this project. List all other occupations to be used on the project not listed in the table below. Hourly rates listed shall not include overhead and contractor's profit.

LIST OF OCCUPATIONS	HOURLY RATE	HOURLY O.T. RATE**	NUMBER OF PERSONNEL
PROJECT MANAGER			
SUPERINTENDENT			
FOREMAN			
EQUIPMENT OPERATOR			
CONCRETE FINISHER			
LABOURER			
TREE FALLER			
FLAGGER			
SECURITY PERSON			
CLERICAL SUPPORT			

**Overtime rates will be paid in accordance with the BC Employment Standards Act.

The minimum rate of pay for all workers under this Contract or Sub-contract shall be as classified in the current Agreement between the City of Nanaimo and the Canadian Union of Public Employees, Local No. 401, or the employees actual rate of pay, whichever is higher. Failure to pay the CUPE rate may result in termination of the contract, suspension of payments or withholding of funds.

The hourly rate listed shall include all employee benefits, all small tools and equipment, signage and transportation required by the employee to perform the duties of the listed occupation and all applicable, provincial and municipal taxes, duties and charges. GST will be paid separately. Overhead and profit will be added to these rates as per the contractor's percentage fee provided in Section 5.1 b.

TENDER FORM

This Tender is executed at _____ this _____ day of _____, 2015.

Name of firm: _____

Address: _____

City/Postal Code: _____

SIGNED AND DELIVERED BY

Full Name of Company

Authorized Signing Officer Signature

Print Name

Position/Title

Authorized Signing Officer Signature

Print Name

Position/Title

NOTE: If the Tender is by joint venture, add additional forms of execution for each member of the Joint venture in the appropriate form or forms as above.