

## Request for Quotes

### For 2023 Bear River Dike Repairs

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The District of Stewart (the District) intends to complete some dike maintenance and repairs. That scope will include primarily placement of new rip rap, working the existing rip rap, stump removal and similar work to improve the dike. The proposed 2023 project scope will occur along the west bank of the Bear River, starting at the downstream end of the dike improvements that were completed in 2018, as shown in Figure 1.

The District invites qualified Proponents to provide quotes related to completing work associated with dike spot repairs work. Work items identified in the Request for Quotes (RFQ) are anticipated to take place between 10 July 2023 and 30 September 2023.

Submissions must be delivered no later than 3 PM on Friday 16, June 2023, either at the District of Stewart office, located at PO Box 40 – 705 Brightwell Street Stewart BC V0T 1W0, or by email ([cao@districtofstewart.com](mailto:cao@districtofstewart.com)).

The intent of the RFQ is to obtain an understanding of costs associated with key project elements. It is the District's intent to select a preferred Proponent based on the results of the RFQ process.

Quantities indicated on the quotation form are preliminary estimates only and are not guaranteed. The work scope may be refined and could result in changes to estimated quantities or removal of items from the scope of work. It is also important to note that completing the work will be subject to the District receiving environmental approvals in time to complete the work.

Proponents are advised that they will need to:

- Be registered and in good standing with WorksafeBC;
- Be able and willing to assume the role of Prime Contractor at the work site for the duration of the project;
- Enter into a CCDC Unit Price contract with District for the project;
- Perform the work in accordance with project plans, specifications, and field directions to the satisfaction of the onsite project engineer (provided by the District);
- Ensure equipment working in and near the river is clean and uses Environmentally Friendly Lubrication (EFL).

All questions should be directed to the District Representative:

Rick Collins (Urban Systems Ltd.)  
[rcollins@urbansystems.ca](mailto:rcollins@urbansystems.ca)

Only email inquiries will be responded to.

## **INSTRUCTIONS TO PROPONENTS**

1. The proposed 2023 project scope is presently being refined by the District and will include dike repairs to the dike armour in the area shown in Figure 1. Quantities indicated on the quotation form are preliminary estimates only and are not guaranteed, thus the length of the dike repair work will depend on unit rates that are received and the actual costs as the work progresses. The work scope may be refined and could result in changes to estimated quantities or removal of items from the scope of work. It is also important to note that completing the work will be subject to the District receiving environmental approvals in time to complete the work. Environmental monitoring will be the responsibility of the District. The contractor will be responsible for any traffic control that may be required.
2. Quotes should be submitted in one of the following two methods:

Method 1: Deliver hard copy of Quote Submission Form in a sealed envelope clearly indicating:

### **2023 Bear River Dike Repairs**

To the following address:

District of Stewart  
PO Box 40 – 705 Brightwell Street  
Stewart BC V0T 1W0  
Attention: Todd Francis, CAO

Method 2: Email digital copy of Quote Submission Form with email subject line indicating:

### **2023 Bear River Dike Repairs**

To the following email address:

[cao@districtofstewart.com](mailto:cao@districtofstewart.com)

**SUBMISSIONS MUST BE DELIVERED NO LATER THAN  
3 PM on Friday 16, June 2023**

For both submission methods, a Quote amendment or revocation may be emailed to

[cao@districtofstewart.com](mailto:cao@districtofstewart.com)

Quote amendment or revocation by fax will not be accepted.

The Proponent shall be responsible for the delivery and receipt of the Submission. While the District and District Representative will undertake to handle Submissions submitted by email in a secure manner, the District cannot guarantee the confidentiality of the information provided.

If a Quote amendment or revocation is sent by email the Proponent assumes the entire risk that equipment and staff at the location referred to above will properly receive the email containing the amendment or revocation before the Submission deadline. An emailed Quote amendment or revocation will be deemed to be received before the Quote Closing time based on the time identified that the email was received within the email inbox. The District and District's Representative assumes no risk or responsibility whatsoever that any emailed Quote amendment or revocation will be received as required by this RFQ, and shall not be liable to any Quoter if for

any reason an email is not properly received.

3. This is an RFQ and is not a tender call. This RFQ is an invitation to treat. It is not an offer. The District does not intend for this RFQ to create any obligations between the District and any Proponent and no contractual, tort, or other legal obligation of any kind is created or imposed on the District by this RFQ or by the submission of any Quote or by consideration of, or failure or refusal to consider, any Quote by the District. No contractual or other legal obligations will be created between the District and any Proponent until and unless a written Agreement is executed between the District and a Proponent for the provision of the Contracting Services. Without limiting the foregoing, the use of mandatory or prescriptive language in this RFQ in relation to future acts of the District is intended only to describe the District's present intention, is not intended to express contractual intention, and if relied upon by a Proponent is relied upon at that Proponent's own risk. If there is anything in this RFQ that is inconsistent with this paragraph, this paragraph prevails.
4. By submitting a Quote, a Proponent acknowledges that it has read and understood the requirements of this RFQ. A Proponent is solely responsible for investigating and satisfying itself on every aspect of the Contracting Services. By submitting a Quote, a Proponent will be deemed to have satisfied itself on all such matters.
5. All questions and requests for clarification relating to the RFQ process and/or identification of any errors or omissions in the RFQ documents should be directed to the District Representative. Information about this RFQ from any other source is not official and should not be relied on. Inquiries and responses may be recorded and may, at the District's discretion, be retained in confidence or distributed to all other Proponents.
6. The District Representative may explain, interpret, clarify, change, amend, or correct this RFQ by issuing an Addendum or Addenda to Proponents. Addenda will be in writing and may be sent by the same medium used to distribute the RFQ. All Addenda issued by the District shall be incorporated into and become part of the RFQ documents. A Proponent is solely responsible to ensure that it has received a complete RFQ as listed in the Table of Contents and a copy of any Addenda. Submission of a Quote constitutes a representation by a Proponent that it has verified receipt of a complete RFQ, including any Addenda. Each Quote will be deemed to be made on the basis of the entire RFQ and any Addenda.
7. Any Proponent, or other party, by responding to this RFQ will be solely responsible for its own expenses and bears the sole risk and liability for any expense, damage, loss, or liability incurred by it, including loss of opportunity and loss of profits or potential profits, in connection with its consideration of and response to this RFQ. By submitting a Quote, the Proponent absolutely waives any right, or cause of action against the District, its officers, directors, employees, or agents by reason of the District's failure to accept the Quote submitted by the Proponent, whether such right or cause of action arises in contract, negligence, bad faith, or otherwise.
8. The Proponent acknowledges and agrees that the submission of the Quote documents by the Proponent is subject to the *Freedom of Information and Protection of Privacy Act* and, as such, the District may be required to disclose any or all of the contents of the quote package under such Act.

## **EVALUATION PROCESS AND CRITERIA**

- 1.** The District, in its absolute and sole discretion, and according to its own judgment of its best interest, having regard for the greatest value that can be obtained on overall quality, service, and price, reserves the full right to reject any or all Quotes for any reason whatsoever and continue its evaluation of one or more of the other Quotes.
- 2.** The District retains a separate right to waive irregularities of a minor or technical nature. This right does not, in any way, waive the requirement of the proponents to submit a Quote in proper form as required by the RFP.
- 3.** The District may utilize the input and opinions of any third parties as it is deemed appropriate in its absolute discretion to assist the District in its evaluation of the Quotes.
- 4.** Throughout the evaluation of the Quotes, the District, in its sole discretion, may request additional written clarifications and or supplemental information from selected Proponents, as it deems appropriate, to more thoroughly evaluate the Quotes.
- 5.** The District reserves the right to not consider the lowest total cost Quote, even though financial cost is an important criteria, if, for example, a combination of other factors makes another Quote more attractive based on the District's determination of what provides the best value and overall benefit to the District.
- 6.** The decision of the District in all matters relating to the evaluation of a Quote will be final.
- 7.** The CCDC 4 Unit Price Contract 2011 will be used to form the Agreement Between Owner and Proponent. Appendix A details the insurance requirements that the successful proponent will be required to obtain.
- 8.** The Agreement Between Owner and Proponent will require a 15% hold back, of any amounts due until Substantial Performance of the work is achieved.
- 9.** In the event that a single Quote is received, the District reserves the unfettered right to determine the next step, which may include, but not be limited to, collapsing or re-issuing this RFQ, negotiate with the sole proponent, or pursue a different selection process altogether.
- 10.** The District reserves the right to discontinue negotiations with the preferred Proponent or any Proponent at any time if the District concludes that it is unlikely that an Agreement for the Project will be entered into within 14 days of the selection of the preferred Proponent or such other period acceptable to the District, or that such Proponent is not working diligently to achieve an Agreement or otherwise.
- 11.** The District reserves the right to discontinue this RFQ for any reason whatsoever.

**Workplace Safety & Insurance Act**

By accepting the work, the Successful Proponent accepts all responsibilities of Prime Contractor as outlined in the Workers' Compensation Act, and Worksafe BC OH&S Regulation. Any Worksafe BC OH&S violation by the Prime Contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the District. Any penalties, sanctions or additional costs levied against the District, as a result of the actions of the Prime Contractor are the responsibility of the Prime Contractor.

## 2023 BEAR RIVER DIKE SPOT REPAIRS - SPECIFICATIONS

### Riprap

Spot repairs to the riprap armour may require that some of the existing ripraps be removed, temporarily stockpiled, and replaced.

- Ministry of Transportation and Infrastructure Class 500 Riprap will be used, and will be approved by an appropriately qualified Professional Engineer or Geoscientist (to be supplied by the District)
- Rock gradation (Percentage Larger than given rock mass (kg))
  - 85% larger than 50 kg
  - 50% larger than 500 kg
  - 15% larger than 1500 kg
- Nominal final thickness of 1,200 mm, as measured at right angles to the slope.
- Final riprap slope to be at 2H:1V (25°).
- Rock shall be hard durable angular quarry rock of a quality that will not disintegrate on exposure to water or the atmosphere.
- Rocks shall be evenly graded, approximately the stipulated sizes, and individual rocks shall have a thickness greater than one-third of their length and none shall have a mass greater than five times that of the specified class mass.
- Rock volumes may be increased at the toe of the riprap slope, depending on the site specific conditions.

### Clean 100 mm Minus Filter Rock

Prior to approval for use, dike filter rock will need to be approved by an appropriately qualified Professional Engineer or Geoscientist (to be supplied by the District). Generally, dike filter rock shall meet the following criteria:

- Particle size to be between approximately 25 mm and 100 mm in diameter
- Filter gravels shall be placed a minimum of 0.25 m thick where new rock is being placed over native (i.e. dike fill material)

### Dike Road Access – Traffic Control and Vehicle Access

The Work will occur north of where Dike Road runs along the top of the dike. Therefore, closure of the road shall not occur during completion of the work, except for temporary traffic disruptions to allow equipment and materials to access the site.

Stockpiling of materials in a manner that will block the flow of traffic will not be allowed. Equipment will not be stored on site in a manner that blocks traffic.

#### GENERAL

1.1 Give minimum 7 days notice prior to commencement of the Work.

1.2 Comply with stated requirements regarding closure of Dike Road and provide necessary signage, barriers, guards, lights, or watchmen as may be necessary in best interests of public.

All costs involved in respect of above requirements will be deemed to be included in the Contract Price.

1.3 Traffic accommodation and temporary construction signing is the sole responsibility of the Contractor.

#### PROTECTION OF PUBLIC TRAFFIC

2.1 Comply with requirements of Acts, Regulations, and By-Laws in force for regulation of vehicle and pedestrian traffic or use of roadways upon or over which it is necessary to carry out work or haul materials or equipment.

#### INFORMATIONAL AND WARNING DEVICES

3.1 Meet with the District prior to commencement of the Work to prepare list of signs and other devices required for Project.

3.2 Provide and maintain signs and other devices required to indicate construction activities or other temporary and unusual conditions resulting from the Work.

3.3 Supply and erect signs, delineators, barricades, and miscellaneous warning devices as specified by Provincial highways ministry publications.

3.4 Maintain traffic control devices in use checking signs daily for legibility, damage, suitability and location. Clean, repair or replace to ensure clarity and reflectance.

3.5 Remove or cover signs which do not apply to conditions existing from day to day.

**2023 BEAR RIVER DIKE REPAIRS QUOTE SUBMISSION FORM – Page 1 of 5**

To: District of Stewart  
PO Box 40 – 705 Brightwell Street  
Stewart BC V0T 1W0

We, the undersigned, having examined the RFQ documents for the above-named project, including Addendum Number(s) \_\_\_\_\_, hereby offer to perform the work in accordance with the RFQ documents, for the Unit Price set out in the Schedule of Prices. The Unit Prices are in Canadian dollars. It is understood that:

- a) The quantities in the Schedule of Prices are estimated and may vary,
- b) The Unit Prices and actual quantities used will form the basis for payment of the Contract Price,
- c) The total amount of our bid is the estimated Contract Price, which is the sum of all unit price extensions, including any lump sum, and allowance items,
- d) The extensions of unit prices and addition of unit price extensions, including any lump sum and allowance items, will be checked by the Consultant and where arithmetical errors are discovered, the Unit Prices will be considered as representing our intentions, and the Unit Price extensions and total amount of our bid will be corrected accordingly.

We, the undersigned declare that:

- a) We agree to perform the Work within the required completion time specified in the Bid Documents,
- b) We have arrived at this bid without collusion with any competitor,
- c) This bid is open to acceptance by the Owner for a period of 30 days from the date of bid closing, and
- d) All bid form supplements called for by the Bid Documents form an integral part of this bid.



**2023 BEAR RIVER DIKE REPAIRS QUOTE SUBMISSION FORM – Page 2 of 5**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Email: \_\_\_\_\_

Mobile Phone Number: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_

GST Number: \_\_\_\_\_ WCB Number: \_\_\_\_\_

Name of Insurance Company/Agent: \_\_\_\_\_

Insurance policy number: \_\_\_\_\_

CGL Coverage Amount: \_\_\_\_\_

**SCHEDULE OF PRICES:**

Final quantities are expected to vary. Some items may not be included in final work plan.

Item No.	Description	Estimated Quantity	Unit Price (include PST)	Sub-total (include PST)
1	Supply and transport of riprap that meets the enclosed specifications.	1,000 Cubic meters	\$ /m <sup>3</sup>	
2	Supply and transport of granular dike filter rock that meets the enclosed specifications.	200 Cubic meters	\$ /m <sup>3</sup>	
3	Placement of delivered riprap (Item 1) and dike filter rock and reworking of existing riprap with a Class 7 (30.84 – 39.92 Tonne) hydraulic excavator. Includes: <ul style="list-style-type: none"> <li>▪ Operator (including any living out costs)</li> <li>▪ Bucket and Thumb</li> <li>▪ Mobilization/demobilization costs</li> <li>▪ Environmentally Friendly Lubrication</li> </ul>	100 Hours	\$ /hr	
4	Standby rate: Class 7 (30.84 – 39.92 Tonne) hydraulic excavator.	10 Hours	\$ /hr	
9	Site/crew supervisor. Includes: <ul style="list-style-type: none"> <li>▪ Any living out costs</li> <li>▪ Pick-up truck/fuel</li> <li>▪ Automatic level</li> <li>▪ Computer</li> <li>▪ Mobilization/demobilization costs</li> </ul>	100 Hours	\$ /hr	
10	Project administration and startup: <ul style="list-style-type: none"> <li>▪ Worksafe BC notice of project,</li> <li>▪ Issuance of bonding and insurance,</li> <li>▪ General project administration,</li> <li>▪ Provision/operation of a portable toilet,</li> <li>▪ Supply of necessary safety crew, vehicles, and equipment as per Worksafe BC requirements.</li> </ul>	Lump Sum	/LS	
<b>Sub-Total</b>				
<b>GST</b>				
<b>Total</b>				

**EQUIPMENT AND MATERIAL INFORMATION**

Examples of similar project experience in the past 5 years (e.g. flood protection, rock armour placement, dike upgrade):

Project name	Project Owner	Location	Approx. value of civil works contract	Date completed
1.				
2.				
3.				
4.				
5.				

Lead Excavator Operator's Name: \_\_\_\_\_

Lead Excavator Operator's Number of Years of Experience: \_\_\_\_\_

Riprap Rock source:

Supplier's name: \_\_\_\_\_

Description of geographic location of source: \_\_\_\_\_

\_\_\_\_\_

Granular Dike Fill source:

Supplier's name: \_\_\_\_\_

Description of geographic location of source: \_\_\_\_\_

\_\_\_\_\_

**ADDITIONAL EQUIPMENT INFORMATION**

Attach a list of all your available equipment. Include the following information:

1. Equipment type
2. Make/Mode
3. Year
4. All found hourly rate



End of 2018 Dike Repairs  
2023 Dike Repairs to continue  
south (downstream) of this  
location

Figure 1: Location of Dike Repairs

Image source: Google Earth

75 Albert Street  
Suite 400  
Ottawa, Ont. K1P 5E7

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

Tel: (613) 236-9455  
Fax: (613) 236-9526  
info@ccdc.org

**CCDC 41**  
**CCDC INSURANCE REQUIREMENTS**

**PUBLICATION DATE: JANUARY 21, 2008**

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
  - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
    - Asbestos
    - Cyber Risk
    - Mould
    - Terrorism

Association  
of Canadian  
Engineering  
Companies

Canadian  
Construction  
Association

Construction  
Specifications  
Canada

The Royal  
Architectural  
Institute of Canada