CITY OF PORT ALBERNI



RFP Tender No. 024-21

CITY OF PORT ALBERNI PUBLIC SAFETY BUILDING RENOVATIONS

Closing Date:

January 13, 2022 @ 2:30 pm local time

Mandatory Site Visit:

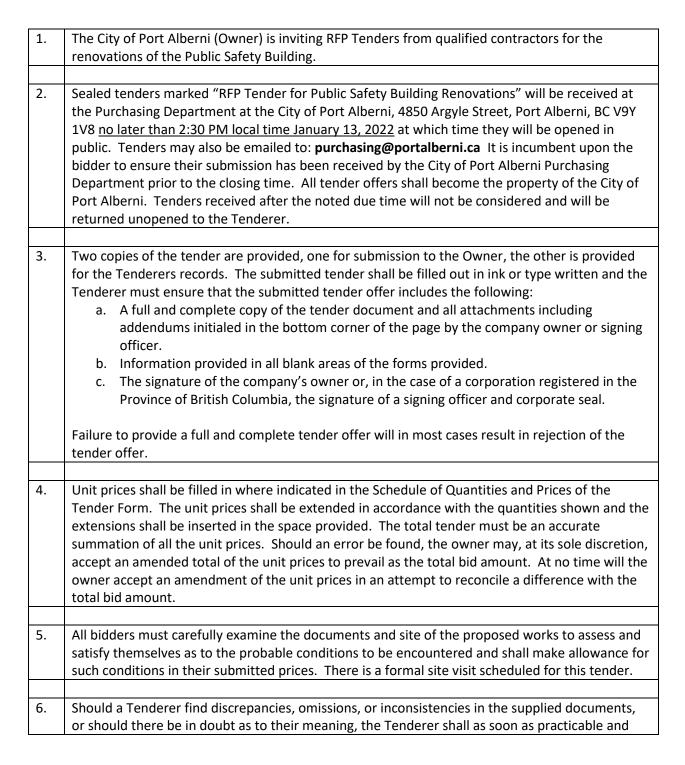
December 21, 2021 @ 11:00 am Meet at Public Safety Building 3075 3rd Avenue

Construction Deadline

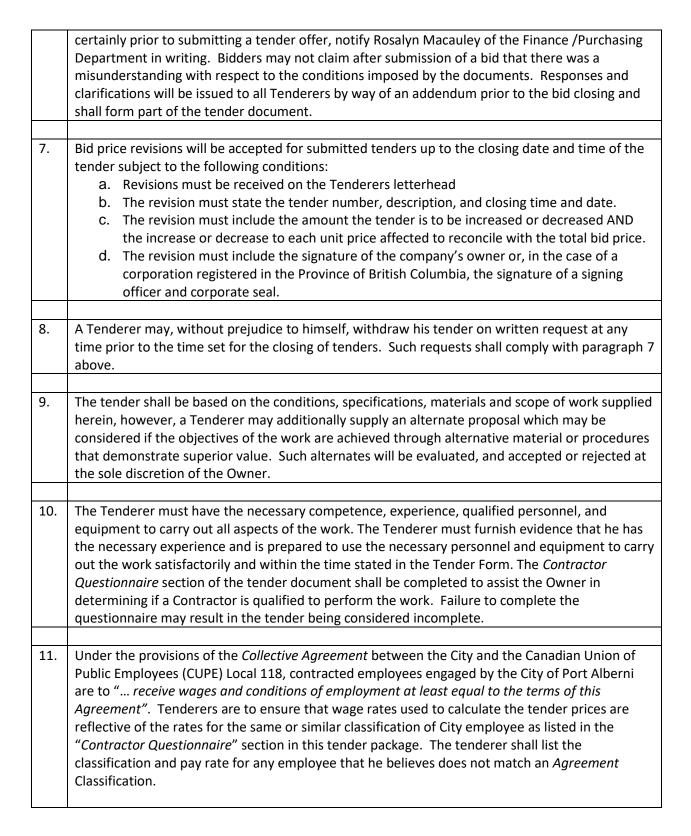
May 30, 2022



A. INSTRUCTIONS TO TENDERERS









	The City may request a random check of wages paid to employees. Failure to adhere to the confirmed wage rates will affect a breach of contract. The City may withhold funds equal to the value of wages not paid and until such time that parity is paid to the Contractors employees.
12.	All prices tendered are to be in Canadian funds and shall include all applicable sales tax, duty, customs and brokerage fees, and handling and freight fees to the jobsite. Taxes shall be included in the price unless requested as a separate line item in the Tender Form.
13.	The working language of the City of Port Alberni is English and all offers must be in English.
14.	Tenderers are to direct all communications related to this tender to the following staff. For technical specifications and to view the jobsite contact: Rob Kraneveldt, Manager of Facilities-, 250-720-2511 or rob_kraneveldt@portalberni.ca For any inquiries regarding the tender documents or process please contact: Kelly DeClercq 250-720-2847 or purchasing@portalberni.ca

B. GENERAL CONDITIONS

1. Offer Acceptance and Rejection

The Owner will evaluate all tender offers received and decide of which Contractors are qualified to do the work after consideration of the following criteria:

- a. The Contractors ability and capacity to complete the work within the delivery schedule.
- b. The Contractors history and ability to effectively manage the type of work specified.
- c. The Contractors history with respect to work quality, timeliness, safety record, and ability to accommodate changes in the work.
- d. The Contractors ability to recruit and retain qualified workers and employ qualified sub trades.
- e. The Contractors financial stability and solvency.
- f. The Contractors ability to warranty the work.

The Owner reserves the right to reject the lowest or any offer if after consideration, the City concludes that the Contractor is not qualified to do the work and/or cannot do the work and perform the contract in a satisfactory manner.

Tender offers are irrevocable and open for acceptance for a period of ninety (90) days after the closing date.

2. Award

Upon selecting the Contractor and offer that presents the greatest value, the Owner will issue, in writing, a Purchase Order to the successful Contractor. This purchase order will be given as soon



	as possible following the evaluation process and Council approval (if required). The completed tender offer form, including all terms, addendums, and attachments, upon acceptance by the City of Port Alberni, by the issuance of a purchase order, shall form a contract between the
	successful Contractor and the City of Port Alberni.
3.	Budget Approval
	Proceeding with an award of this tender is subject to available funding and budget approval.
4.	<u>Cancellation</u>
	The City of Port Alberni reserves the right to cancel this tender at any time and for any reason and will not be responsible for loss, damage, cost or expense incurred or suffered by the Tenderer as a result of cancellation.
5.	Work Safe BC And Safe Work Procedures
	In submitting an offer, the Contractor agrees to assume all of the responsibilities of a Prime Contractor as outlined in the <i>Work Safe BC</i> Act and Regulations. The Contractor shall provide <i>Work Safe BC</i> coverage for all workers on his payroll and shall provide their <i>Work Safe BC</i> Registration Number in their response. The Contractor and Subcontractors shall indemnify and save harmless the City from any and all liability whatsoever that might result from the Contractor's failure to pay <i>Work Safe BC</i> Board assessments or any other assessment or taxation that arises out of the Contractor's providing the service under this agreement.
6.	General Liability Insurance
	Prior to proceeding with any work, the successful Contractor shall at its own expense provide to the City a comprehensive general liability insurance policy in an amount not less than five million dollars all-inclusive together with a standard non-owned automobile liability and statutory conditions endorsement. The insurance shall be maintained during the continuance of the work and shall insure both the contractor and the City and shall contain a cross-liability clause and shall not be capable of cancellation unless 30 days' notice is first given to the City. A certified copy of the policy shall be deposited with the City.
7.	Business License
	The successful Contractor and any Subcontractors must have a current City of Port Alberni Business License. The business license must be obtained prior to commencing the work and a copy provided to Rob Kraneveldt, Manager of Facilities Operations.
8.	Injury or Damage to Persons or Property



	harmless the City from any and all liability whatsoever and against any and all actions, damages, liens, claims and demands of every nature and kind arising out of the performance by the Contractor or his employees, officers or agents of this agreement.
9.	Permits and Regulations
	The successful contractor shall at his own expense, obtain all permits, certificates and licenses required by law for the performance of the work and shall comply with all Federal, Provincial and City Laws and Regulations and affecting the execution of the work.
	The City has taken out a Demolition Permit
10.	Price Validity and Escalation
	The prices provided in the Tender offer shall be held firm throughout the tender acceptance period of three (3) months and upon award for the duration of the work. No claim for escalation of labour rates, material pricing, equipment rental or other costs will be considered. Increases in unforeseen tax rate increases will be compensated by the owner upon receiving a properly documented claim.
11.	Documentation Primacy The written terms of this document, addendums, and attachments shall govern in any dispute between the Owner and Contractor. No verbal agreement or conversation made or had at any time with any officer, agent, or employee of the Owner shall affect or modify any of the terms or
	obligations herein stated.
12.	<u>Performance</u>
	The successful Contractor's performance will be monitored and evaluated. This information shall then be taken into consideration in any future tender awards, as may be in the best interest of the Owner.
13.	Capacity of the Contractor
	The parties hereto agree that the Contractor, and any agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Owner.
14.	<u>Dismissal of Contractor</u>



In the event the Contractor, at any time, fails to comply with the provisions of this Contract to the satisfaction of the Owner, the Owner shall immediately become empowered to dismiss and discharge the Contractor from any further execution of the Contract.

15. **Communication**

The contractor shall immediately inform the Owner of conditions that will affect the contractor's ability to perform the contract as specified. The contractor shall furthermore provide the Owner with the name and contact numbers of the following individuals:

- Project superintendent
- Alternate superintendent
- Company owner, General Manager or Regional Manager

The aforementioned individuals must make themselves available to the Owner without unreasonable delay during regular business hours and provisions to leave a message by voicemail or e-mail shall be available to the Owner. At no time shall the contractor delay a communication with the Owner for more than 24 hours.

16. **Assign, Lease or Sublet**

The Contractor shall not assign, lease, sublet or otherwise delegate the Agreement without the written consent of the Owner.

17. **Payment Terms**

All invoices paid as a result of this tender will be paid as per the Owner's standard payment terms "net 30 days".

Pay Schedule

30% Upfront for project initiation and materials

30% Progress Inspection

30% Progress Inspection

10% Upon Final completion and Final Inspection

18. Confidentiality

The Owner is subject to the *Freedom of Information and Protection of Privacy Act* [FOIPPA]. That Act creates a right of access to records in the custody or under the control of the Owner, subject to the specific exceptions in the right set out in the Act. The Owner will receive all proposals submitted in response to this RFP in confidence, including for the purposes of S.21 of the Act. Due to right of access to information created by that Act, the Owner does not guarantee that information contained in any proposals will remain confidential if a request for access in respect of any proposal is made under the Act.



C. SPECIFICATIONS

PART 1 - GENERAL

1.0 Background Information

This facility will serve as a Public Safety Building for the City of Port Alberni. Bylaw Services, Community Policing, RCMP members and other related agencies will utilize the facility. The facility will also be welcoming to the public with an accessible public washroom, a reception area to ask questions, or obtain additional public safety related services. Staff areas will include offices, a kitchenette, lunchroom/conference table, two staff washrooms and a storage room.

1.1 Description:

This section is designed to give a general overview of the scope of work only, but all specifications, instructions or placements will be laid out in the construction drawing details.

1.2 Drawing and Specifications

Digital copies of Architectural, Structural, Plumbing/HVAC and Electrical can be found here for download:

Box Account: https://portalberni.box.com/s/773j38bmao4a1u99vfolnw1nq7idfaib

If you have trouble accessing, please email rob_kraneveldt@portalberni.ca

Remove and Dispose

- Any remaining drywall or partition walls that are not retained in the drawings
- o All duct work, exhaust fans, HVAC equipment, rooftop units not retained in the drawings
- All electrical and lighting (interior and exterior) including in ceiling cavity
- Cap and bury unnecessary floor drains
- o Remove strapping on exterior walls
- Remove strapping on interior walls
- o Remove exterior upper siding
- Remove front canopy
- o Remove rear dormers
- o Remove existing front windows
- Remove existing two front doors
- Retain the rear three doors for refurbishment

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Construct (Roger's Space)

Roger's Communication will continue to temporarily occupy a portion of the intended storage room. Their equipment is crucial in routing 911 calls throughout the Valley. Currently their space is being separated with a partition wall and poly. We need to make the space more secure and meet fire code.

- o Partition wall
- o Tape and mud for fire
- Supply and install fire rated Door and lock (two keys).

The remainder of the storage room to be only finished to Fire Code (tape and mud) and any electrical and lighting. No flooring or paint.

Construct (Offices)

Four offices one with divisible accordion style vinyl partition wall

Construct (Washrooms)

- (x1) two-piece staff washroom
- (x1) three-piece staff washroom with custom shower
- (x1) accessible two-piece public washroom

Construct (Kitchenette)

White shaker style cabinets (upper and lower) with plastic laminate counter top Rough-in only for stove

Construct (Reception Counter)

Supply and install prefab reception counter / security wall Supply and install laminated glass wall

Door Access Electronics (FOB SYSTEM) and Security System

Door access hardware and software and the security alarm, need to be compatible with other City of Port Alberni sites. Contractor to consult with Porttech Security to confirm compatibility. The City of Port Alberni's Information Technology Department will also need to be involved in setting up the systems on the City of Port Alberni's network.

Surveillance System

Contractor to supply cameras only. Install will be wiring and box locations. System to be compatible with Axis Communications Security Systems. The City of Port Alberni Information Technology Department will setup and configure the system.

HVAC Controls

HVAC controls are required to be Delta Controls to ensure compatibility with other City of Port Alberni sites. Contractor to consult ESC Automation for supply and installation of HVAC controls.

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Door Hardware and Key System

The City of Port Alberni uses a Master Key system for its facilities designed by Camlock Industries. All key locked doors need to be compatible with and implement our Master Key System. Contractor to consult with Camlock Industries.

Toilet Paper, Paper Towel and Soap Dispensers

City of Port Alberni to supply toilet paper, paper towel and soap dispenser to ensure compatibility with our consumable products. Contractor to install.

Paint Schedule

City of Port Alberni to provide paint codes at project start.

1.2 Safety:

- o Provide and maintain temporary ladders required to perform work. Ladders to comply with all requirements of safety authorities having jurisdiction over work.
- Contractors must abide by the City of Port Alberni's Communicable Disease Plan.

1.3 Hazardous Material Reports:

Hazardous materials reports can be viewed or downloaded here:

Box Account: https://portalberni.box.com/s/i93hl7t255hrebn7gpyajglnpekwi1zv

If you have trouble accessing please email rob_kraneveldt@portalberni.ca

1.4 Site Condition:

 Site must be kept clean, safe and free of debris. It is permissible to have a lockable bin on site in the back parking area.



D. CONTRACT DOCUMENTS

1.0

- o City of Port Alberni Contractors Responsibilities Form (to be completed at Project start)
- Original Liability Coverage and Insurance Certificate naming Owner, Operator, and Consultant as additional insured.
- Original WorkSafe BC Clearance Letter confirming that Contractor has complied with requirements of Worker's Compensation Board.
- o A preliminary project schedule indicating Start-up and Substantial Completion dates.
- Copy of City of Port Alberni business license.
- o Construction Permit:- City of Port Alberni will apply for the building permit
- Contractor to arrange for all building inspections

E. SCHEDULE

- 1. Mandatory Site Visit December 21, 2021. 11:00am. Meet at Public Safety Building
- 2. Tender closes January 13, 2022 @ 2:30 pm
- 3. Construction work can proceed immediately upon award.
- 4. Construction Deadline May 30, 2022



F. CONTRACTOR QUESTIONNAIRE

The City of Port Alberni (the City) has a contractual obligation to CUPE Local 118 (the union representing the City's workers) that requires all contractors to pay their employees who are performing work for the City, a minimum of the same hourly rate as the City's workers are paid for performing similar work.

Prior to being awarded a contract to undertake work on behalf of the City, or being engaged to work for the City on an as and when basis, all contractors are required to sign this declaration certifying that they will pay to their employees hourly wages equal to or greater than those identified in the table below, when those employees perform work similar to the positions noted below.

l,(pri	int name), certify that I am an authorized representative of
	_ (the Contractor). As such, I certify that as a
, , ,	, or providing as and when required work for the City, o employees of the Contractor who perform work for the City, will rages identified in the table below, for performing work similar to

POSITIONS & RATES OF PAY					
POSITION	CITY OF PORT ALBERNI WAGE (2022)	CONTRACTOR-PAID WAGE (include where applicable or note as N/A)			
Maintenance Worker	27.98				
Labourer 1 (< 6 mo. exp.)	29.13				
Labourer 2 (> 6 mo. exp.)	30.91				
Concrete Form setter / Finisher	35.01				
Tradesperson (Red Seal)	37.34				
Chargehand (Trades)	39.68				

On behalf of the Contractor I hereby authorize the City to withhold up to 10% of the total value of the contract until such time as the City is satisfied that the Contractor has complied fully with the commitment noted above. If the City requests payroll records pertaining to the contract (or as and when work) the Contractor will provide such records as requested.



Signed for the Contr	actor:		x	
		(print name/ title)		(signature)
	 Date:			
	Date			
Signed for the City:			x	
		(print name/ title)		(signature)
	Date:			



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Provide three references for work performed in the past 12 months.

	Name and address of Company	Contact person and phone #	Name of project or description of work
1.			
2.			
3.			



H. SCHEDULE OF PRICES

Area	Price	GST	PST
Demolition	\$	\$	\$
Electrical	\$	\$	\$
Plumbing	\$	\$	\$
HVAC	\$	\$	\$
Materials	\$	\$	\$
Labour	\$	\$	\$
Remove and replace exterior vinyl siding (extra)	\$	\$	\$
Total	\$	\$	\$

Note: The City reserves the right to only proceed with all or part of the work listed to meet budget.



This tender is executed under seal at Port 2022.	Alberni this,
FOR INDIVIDUAL OR PARTNERSHIP SIGNED, SEALED AND DELIVERED in the presence of:	
NAME:	
	(Name of Company)
ADDRESS:	
	(Signature of Contractor)
OCCUPATION:	
	Position
FOR LIMITED COMPANY THE CORPORATE SEAL OF was hereunto affixed in the presence of:	
NAME:	
ADDRESS:	Authorized Signing Officer Position
OCCUPATION:	
	Authorized Signing Officer Position

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