

August 12, 2021

File No.: 1220-20

**TOWN OF SIDNEY
2021 TULISTA BOAT LAUNCH FLOAT TENDER
CONTRACT NO. 2021-015**

The Town of Sidney is interested in receiving quotes from firms specializing in supply and installation of boat launch floats to replace the Town's existing Tulista Boat Launch floats.

If your firm is interested in doing this work, please submit your quotations and general requirements electronically to tenders@sidney.ca with "**2021-015 2021 TULISTA BOAT LAUNCH FLOAT TENDER**" in the subject line. Email submissions should be submitted as one PDF virus-free file and no larger than 10 Mb.

Quotations submitted via mail should be in a sealed envelope, clearly marked Town of Sidney 2021 Tulista Boat Launch Float Tender, and addressed to the Director of Corporate Services, Town of Sidney, 2440 Sidney Avenue, Sidney BC, V8L 1Y7.

All quotations should be submitted before **2:00 pm local time Thursday, September 2, 2021**. Mailed quotations must be received by the Town before this time. Quotations will not be opened in public.

A pre-bid meeting will be held at the Tulista Boat Launch on Friday, August 20, 2021 at 9:30 am.

Please contact Mr. Brian Robinson, Manager of Public Works and Parks, at 250-655-5430 should you require additional information regarding this quotation.

Yours truly,

Jenn Clary, P.Eng, PMP,
Director of Engineering

Enclosure
c: B. Robinson



TOWN OF SIDNEY

2021 TULISTA BOAT LAUNCH FLOAT TENDER

CONTRACT NO. 2021-015

TOWN OF SIDNEY

2021 TULISTA BOAT LAUNCH FLOAT TENDER

CONTRACT NO. 2021-015

INSTRUCTIONS TO TENDERERS

1.0 Background Information

The Town of Sidney is requesting quotes to replace the Town's existing Tulista Boat Launch floats. The floats were originally installed in 2008 and are removed from the water annually for the winter months.

The new floats are to match existing, with the exception of floatation material. The existing floats contain Styrofoam floatation material, but the new floats are to contain encapsulated foam floatation to minimize the risk to the environment.

2.0 Scope

The scope of services for this contract is to supply and install replacements for the Town's existing Tulista Boat Launch floats and ramps, and disposal of the existing floats and ramps. All old material must be disposed of at an approved landfill location.

The complete float structure includes 18 sections that are 12 ft long and one section at the end that is 14 ft long. Two aluminum ramps should be supplied to replace the existing ramps. Details on the float members and ramps are included in section 3.0 Specification.

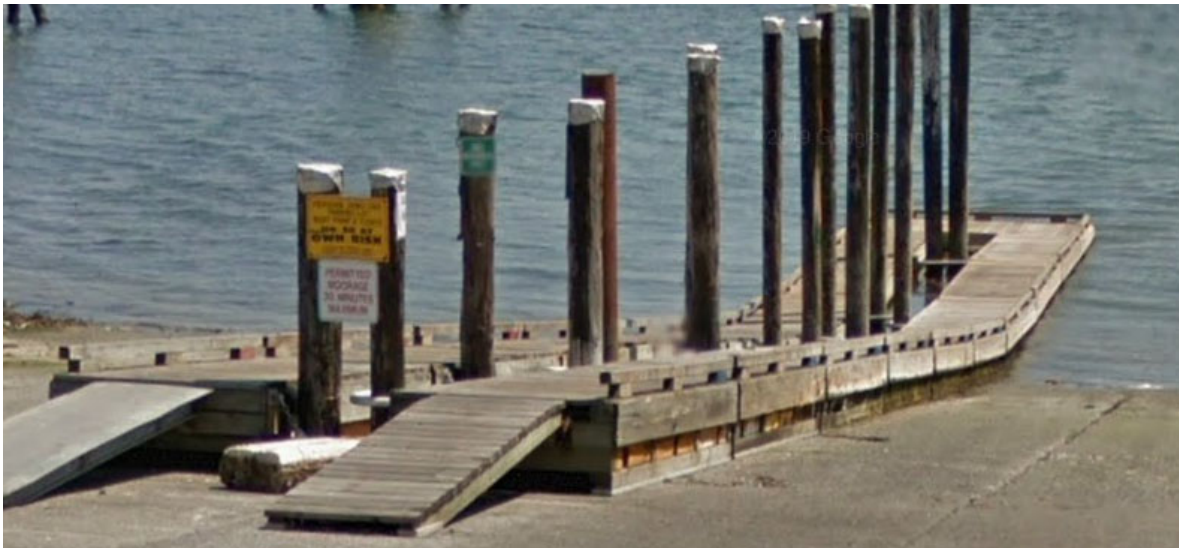


Figure 1: Existing Floats at Tulista Boat Launch (source: Google Maps 2015)

The Tulista Boat Launch is open to the public, and bidders are encouraged to inspect the existing floats on site. The address of Tulista Boat Launch is 9565 Fifth Street, Sidney, BC. A pre-bid meeting will be held at the Tulista Boat Launch on August 20, 2021 at 9:30 am.

INSTRUCTIONS TO TENDERERS CONT'D.

3.0 Specification

Work includes all labour, materials and equipment necessary to fabricate and install 19 new floats and two aluminum ramps. Floats are to be constructed using heavy-duty timber and be made to match the size and dimensions of the existing floats. All materials are to be new. Quality of materials and construction shall meet or exceed that of the existing floats. All cuts and penetrations of lumber to be re-treated. All floats and ramps are to be installed on site by the supplier, and the supplier is to provide as-built drawings of the floats.

All hardware is to be hot dipped galvanized.

Contractors must supply quality insurance including a minimum one-year written guarantee on workmanship and material.

The following list is not an exclusive list of all components. Additional materials may be required to construct the floats and ramps.

3.1 18 floats are to be 12 ft long and constructed using the following components:

Marine Treated Lumber:

4" x 6"	12'	4 pieces full dimension lumber (frame)
4" x 6"	5'	8 pieces full dimension lumber (frame)
4" x 4"	12'	1 piece (tie off rail)
2" x 12"	12'	2 pieces (side fascia)
2" x 6"	5'	25 pieces (deck boards)

Composite lumber:

2" x 6"	12'	2 pieces (under frame rub strips)
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Hot dipped galvanized hardware:

2 male and 2 female connection brackets. (connect floats together)

3/4" x 7" bolt	16 pieces (brackets)
3/4" x 4" bolt	20 pieces (brackets)
3/4" nut	24 pieces (brackets)
3/4" washer	24 pieces (brackets)
1/2" x 20" bolt	8 pieces (frame)
1/2" nut	8 pieces (frame)
1/2" washer	19 pieces (frame)
1/2" x 14" lag screw	3 pieces (tie off rail)
4" ardox nails	Of sufficient quantity to construct the floats (deck and fascia boards)

Encapsulated foam floats:

1' x 5' x 42 1/2"	3 pieces
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**Aluminum piling ring with mounting hardware to match size and material of existing.
1 per float (18 total)**

3.2 One float, for the end of the float structure, is to be 14 ft long and constructed using the following components:

INSTRUCTIONS TO TENDERERS CONT'D.

Marine Treated Lumber:

4" x 6"	14'	4 pieces full dimension lumber (frame)
4" x 6"	6'	8 pieces full dimension lumber (frame)
4" x 4"	14'	1 piece (tie off rail)
4" x 4"	5'	2 pieces (tie off rail)
2" x 12"	14'	1 piece (end fascia)
2" x 12"	6'	2 pieces (side fascia)
2" x 6"	6'	32 pieces (deck boards)
6" x 6"	10'	4 pieces full dimension lumber (used to connect the last three floats)
4" ardox nails		Of sufficient quantity to construct float (deck and fascia boards)

Hot dipped galvanized hardware:

1/2" x 20" bolt	8 pieces (frame)
1/2" nut	8 pieces (frame)
1/2" washer	40 pieces (frame and tie off rail)
1/2" x 14" lag screw	7 pieces (tie off rail)
1/2" x 12" lag screw	16 pieces (6" x 6" connection pieces)

Encapsulated foam floats:

1' x 6' x 50 1/2"	3 pieces
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- 3.3 Two aluminum ramps to match existing ramp dimensions, and of equal or better quality, with the addition of a zero lip ramp interface, are to be supplied:

Aluminum Ramps:

3' x 10' ramp	2 pieces
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4.0 Schedule of Work

The existing floats should be removed from the Tulista Boat Launch in late October 2021 as coordinated with the Town.

Unless directed otherwise by the Town, the new floats shall be installed at the Tulista Boat Launch during the last two weeks of April 2022.

The address of Tulista Boat Launch is 9565 Fifth Street, Sidney, BC.

5.0 Existing Site Conditions

Tenderers are required to examine carefully the site, the complete Tender Documents and all conditions affecting the work to satisfy themselves of the requirements and character, quality, quantity of work to be performed and materials to be furnished.

INSTRUCTIONS TO TENDERERS CONT'D.

6.0 Submission of Tenders

- 6.1 Submit on Tender Forms provided, with all underlined spaces filled in, sealed in a marked envelope addressed to Director of Corporate Services, Town of Sidney, 2440 Sidney Avenue, Sidney, B.C., V8L 1Y7 **or** via email to tenders@sidney.ca and received **before 2:00 p.m. local time, Thursday, September 2, 2021.**
- 6.2 Tenders received by the Town shall be held irrevocable and open for acceptance until 60 days have expired from the Tender closing date.
- 6.3 Tenders are to include :
- three project references of similar work for municipal, provincial or federal government or similar.
 - proof that the tenderer follows marine and environmental best practices.
- 6.4 Alterations, erasures, omissions or unauthorized conditions render Tenders informal and may cause their rejection.
- 6.5 The Town reserves the right to reject any or all Tenders or to accept any Tender or part of any Tender.

7.0 Subcontractors

Tenderers shall name proposed Subcontractors for sections of Work listed in the Tender Form.

8.0 General Conditions

- 8.1 Quotations shall be accompanied by an Undertaking of Liability Insurance on the form included herein and issued by an insurance company licensed to conduct business in the Province of B.C. The Undertaking of Liability Insurance shall be for those amounts and types of insurance specified on the form. Proof of Insurance must be filed with the Town of Sidney before commencement of work.
- 8.2 The Contractor shall indemnify, protect and save harmless the Town from and against all actions, damages, liens, claims and demands of every kind arising out of any wrongful acts or omissions of the Contractor.
- 8.3 The Contractor shall at their own expense, obtain all permits, certificates and licenses required by law for the work and shall comply with all federal, provincial and municipal laws, regulations and ordinances affecting the execution of the work.
- 8.4 Oral, telephone, or faxed Tenders or modifications to Tenders will not be accepted.
- 8.5 Additional information, revisions, clarifications or corrections made by the Town to the Tender Documents during the Tender period will be issued in the form of Addenda which will become an integral part of the Tender and shall be allowed for in the Tender Price.

INSTRUCTIONS TO TENDERERS CONT'D.

9.0 Worksafe BC Requirements

- 9.1** The successful Tenderer agrees that it is the Prime Contractor for the Services as defined in the Workers Compensation Act. The successful Tenderer will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the Workers Compensation Act.
- 9.2** The successful Tenderer will be required to meet with the Town's Representative on site to review and complete a Prime Contractor's Responsibility form (see Appendix A). As Prime Contractor, the successful Tenderer will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in Appendix A of this Contract, and the successful Tenderer will advise the Town immediately in writing if the name or contact number of the qualified coordinator changes.

10.0 Lowest Quotation Not Necessarily Accepted

The Town of Sidney reserves the right to waive all informalities, or reject any or all quotations or to accept the quotation deemed most favourable in the interest of the Town.

11.0 Holdback

Pursuant to the Builder's Lien Act (if applicable), a holdback in the amount of 10% of the contract price shall be withheld from the final payment for a period of 55 days following substantial completion of the work. The holdback will be released after this period upon a satisfactory review of the work by the Owner.

TOWN OF SIDNEY
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CONTRACT NO. 2021-015
UNDERTAKING OF LIABILITY INSURANCE

Town of Sidney
2440 Sidney Avenue
Sidney, BC V8L 1Y7

Dear Sirs:

We the undersigned (insert Insurance Company's Name)

_____ do hereby undertake and agree to cover the Contractor (insert Tenderer's name)

_____ in the amount of a minimum of Five Million (\$5,000,000.00) Dollars Comprehensive Liability Insurance, as more particularly outlined in Section 8.0 General Conditions and agree to:

- (a) Name the Town of Sidney and its employees as an additional insured;
- (b) State that such policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured; and
- (c) State such policy cannot be cancelled, lapsed or materially changed without at least thirty (30) days written notice to the Town of Sidney, delivered to the Director of Corporate Services at 2440 Sidney Avenue, Sidney, British Columbia.

The coverage provided by such insurance shall protect the Contractor, the Town of Sidney and its' representatives during the carrying out of the works and services specified in the Contract Documents.

Dated at _____, British Columbia, this _____ day of _____ 2021.

Yours truly,
(To be signed by Insurance Company)

TOWN OF SIDNEY
2021 TULISTA BOAT LAUNCH TENDER
CONTRACT NO. 2021-015
QUOTATION FORM

I/We hereby certify that I/we have read and fully understand the tender package for the Town of Sidney's 2021 Tulista Boat Launch Tender and hereby offer to enter into a Contract to do the described work.

To remove and dispose existing floats as per specifications

\$ _____

GST \$ _____

Total \$ _____

To supply and install 19 floats as per specifications

\$ _____

GST \$ _____

Total \$ _____

To supply and install two aluminum ramps as per specifications

\$ _____

GST \$ _____

Total \$ _____

Worker's Compensation Board No.: _____

Dated this _____ day of _____ 2021

Name

Address

Signature

Postal Code

Company

Email address

Telephone Number

APPENDIX A
PRIME CONTRACTOR DOCUMENTATION



TOWN OF SIDNEY

PRIME CONTRACTOR DOCUMENTATION

APPENDIX A

GENERAL INFORMATION

This document does not replace the Workers Compensation Act or OH&S Regulations

Section 118 of the Workers Compensation Act:

“multiple employer workplace” means a workplace where workers of 2 or more employers are working at the same time.

Note:

- Workers of one employer do not necessarily have to come in contact with workers of the other
- They do not have to be in the same place at the same time
- Workers’ activities could affect the health and safety of another employer’s workers. This is true even if the workers at the workplace are workers of the owner or contractor.

“prime contractor” means, in relation to a multiple-employer workplace,

- (a) the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or
- (b) if there is no agreement referred to in paragraph (a), the owner of the workplace.

The prime contractor of a multiple employer workplace must,

- Ensure that the activities of all employers, workers (including the owners), and other persons at the workplace relating to occupational health and safety are coordinated and
- Do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the WC Act and the Regulation in respect of the workplace.

Each employer of workers at a multiple employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer’s workers at that workplace.

For the sake of clarity, the following apply in determining whether there is a “multiple-employer” workplace:

- Two or more adjacent workplaces do not constitute a “multiple-employer workplace”, even though the activities at one place might affect the health and safety of workers at an adjacent workplace.
- In contrast, the workplace will generally be a “multiple-employer” workplace in the following situations:
 - Workers of different employers are present at the same time working on the different projects; or
 - Workers of different employers are present at the same time working on the same project.

In either case, the workplace would be considered a “multiple-employer” worksite.



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- In determining whether “workers of 2 or more employers are working at the same time”, the phrase “at the same time” will be given such fair, large and liberal construction as may best attain the objectives of section 118. “At the same time” does not mean that, at any precise point in time, there are workers of 2 or more employers present in the workplace. Rather, it means that, over an appropriate interval, there are workers of 2 or more employers present in the workplace, whether or not the 2 or more groups of workers are actually present together in the workplace at any precise point in time at all. The duration of the interval of time to be considered will depend upon the circumstances of the individual workplace.
- Whether the workers of the one employer come into actual contact with the workers of the other employer does not generally affect the determination of whether the workplace is a “multiple-employer workplace”. An employer, the employer’s workers and their activities could well affect the health and safety of another employer’s workers who come into the workplace later in the day or on another day, even though there may be no actual contact between the two groups of workers.

However, the degree to which the activities of the first employer and its workers affect the health and safety of the second employer’s workers will generally affect the determination of the responsibilities of the prime contractor and of the two employers under Part 3 and the regulations.

- Virtually all workplaces will be visited by workers of other employers. For example, workers may deliver or pick up mail, goods or materials or enter to inspect the premises. Short term visits of this type, even if regular, do not make the workplace a “multiple-employer workplace” for purposes of section 118(1).

The written agreement referred to in section 118(1) of the Act must be made available within a reasonable time if requested by a Board officer.

There can be only one “prime contractor” at a workplace at any point in time. If an owner enters into more than one agreement purporting to create a “prime contractor” for the same period of time, the owner is considered to be the prime contractor.



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PRIME CONTRACTOR DOCUMENTATION

Section 119 of the Workers Compensation Act:

Every owner of a workplace must:

- (a) provide and maintain the owner's land and premises that are being used as a workplace in a manner that ensures the health and safety of persons at or near the workplace,
- (b) give to the employer or prime contractor at the workplace the information known to the owner that is necessary to identify and eliminate or control hazards to the health or safety of persons at the workplace, and
- (c) comply with this Part, the regulations and any applicable orders.

Prime Contractor Qualified Coordinator OJ&S Regulations 20.3:

- (2) If a work location has overlapping or adjoining work activities of 2 or more employers that create a hazard to workers, and the combined workforce at the workplace is more than 5,
 - (a) the owner, or if the owner engages another person to be the prime contractor, then that person must:
 - (i) appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the location, and
 - (ii) provide up-to-date information as specified in subsection (4), readily available on site, and
 - (b) each employer must give the coordinator appointed under paragraph (a)(i) the name of a qualified person designated to be responsible for that employer's site health and safety activities.
- (3) The duties of the qualified coordinator appointed under paragraph (2)(a)(i) include:
 - (a) informing employers and workers of the hazards created, and
 - (b) ensuring that the hazards are addressed throughout the duration of the work activities.
- (4) The information required by subsection (2)(a)(ii) includes:
 - (a) the name of the qualified coordinator appointed under subsection (2)(a)(i),
 - (b) a site drawing, which must be posted, showing project layout, first aid location, emergency transportation provisions, and the evacuation marshalling station, and
 - (c) a set of construction procedures designed to protect the health and safety of workers at the workplace, developed in accordance with the requirements of this Regulation.



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PRIME CONTRACTOR DOCUMENTATION

PRE-CONSTRUCTION MEETING FORM

Date: _____ Meeting Location: _____

Firm Name _____ Contract #: _____

Prime Contractor: _____

Prime Contractor's Superintendent: _____

Town's Contract Representative: _____

AGREEMENT

The Prime Contractor:

- Acknowledges appointment as Prime Contractor defined by WorkSafe BC OH&S Regulations
- Sections 20.2 and 20.3, and in the Workers' Compensation Act, Sections 118 Clauses 1 and 2.
- Understands the Owners duties as defined in the Workers' Compensation Act, Section 119.
- Understands for any discrepancy establishing health and safety protocol, WorkSafe BC OH&S Regulation and/or the Workers' Compensation Act (Part 3) shall prevail.
- Acknowledges being informed of any known workplace hazards by the owner or owner's delegate, by signing attached "Existing Known Hazard Assessment" form.
- Shall communicate known hazards to any persons who may be affected and ensure appropriate measures are taken to effectively control or eliminate the hazards.
- Shall ensure all workers are suitably trained and qualified to perform the duties for which they have been assigned.
- Shall ensure or coordinate first aid equipment and services as required by WorkSafe BC OH&S Regulation.
- Shall coordinate the occupational health and safety activities for the project.
- Assumes responsibility for the health and safety of all workers and for ensuring compliance by all workers with the Workers' Compensation Act (Part 3) and WorkSafe BC OH&S Regulation.
- Understands any WorkSafe BC violation by the Prime Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the Municipality.
- Understands any penalties, sanctions or additional costs levied against the Prime Contractor will be the responsibility of the Prime Contractor.
- Accepts the following required documents shall be maintained and made available upon request from the Municipality and/or WorkSafe BC Prevention officer at the workplace.



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PRIME CONTRACTOR DOCUMENTATION

The documents required to be maintained and available by the Prime Contractor will include, but not be limited to:

- All notices which the Prime Contractor is required to provide to WorkSafe BC as per WorkSafe BC OH&S Regulation.
- Any written summaries of remedial action taken to reduce occupational health and safety hazards within the area of responsibility.
- All directives and inspection reports issued by WorkSafe BC.
- Records of any incidents and accidents occurring within the Prime Contractor's area of responsibility.
- Completed accident investigations for any incidents and accidents occurring within the Prime Contractor's area of responsibility.

On a construction workplace, these additional documents are required to be maintained and available by the Prime Contractor:

- Records of all orientation and regular safety meetings held between contractors and their workers, including topics discussed, worker names and companies in attendance.
- Written evidence of regular inspections within the workplace.
- Occupational first aid records.
- Worker training records.
- Current list of the name of a qualified person designated to be responsible for each subcontractor (employer's) site health and safety activities.
- Diagram of the emergency route to the hospital.

The following information must be provided to the Town's Contract Representative:

- WorkSafe BC Notice of Project
- WorkSafe BC Clearance Letter
- Prime Contractor's OH&S Safety Program
- Prime Contractor's OH&S Safety Program Document

First Aid Attendants: _____

Safety Supervisor: _____

Location of First Aid Station: _____

Signature of Prime Contractor: _____

Signature of Town's Contract Representative: _____



TOWN OF SIDNEY

PRIME CONTRACTOR DOCUMENTATION

EXISTING KNOWN HAZARD ASSESSMENT

Discussion between the Prime Contractor and the Town's Contract Representative

Date: _____ Meeting Location: _____

Prime Contractor: _____

Prime Contractor Representative: _____

- Town's Contract Representative to make the Prime Contractor aware of any known extraordinary pre-existing hazards peculiar to the contract.
- It is recognized the known pre-existing hazards identified may not be a comprehensive list and due caution is always required.
- Use additional pages if necessary.

Identified Extraordinary Hazards	Action required to eliminate or control hazards and ensure worker safety
Comment:	
Comment:	
Comment:	

Prime Contractor Representative (signature)

Town's Contract Representative (signature)

Prime Contractor Representative (printed)

Town's Contract Representative (printed)