
**Replacement of Victoria Ave East Bridges over Pilot Butte Creek and Victoria Ave
Widening
Contract No. 2435**

Sealed Tenders marked "**Replacement of Victoria Ave East Bridges over Pilot Butte Creek and Victoria Ave Widening Contract No. 2435**" using the submission label (Appendix B) will be received by the City of Regina at the 5th Floor, Purchasing Branch or Main Floor, Ambassadors Desk at City Hall, 2476 Victoria Avenue, P.O. Box 1790, Regina, Saskatchewan, S4P 3C8, no later than **2:00 P.M. Central Standard Time, May 20, 2015.**

The major items of work are as follows:

I – Bridge Replacements

- Remove the timber bridge on Victoria Avenue eastbound over Pilot Butte Creek;
- Remove the concrete bridge on Victoria Avenue westbound over Pilot Butte Creek;
- Meet all regulatory requirements for working in the creek;
- Install concrete box culverts in place of the two (2) bridges;
- Maintain traffic on Victoria Avenue with staged construction (two (2) lanes);
- Asphalt driving surface; and
- Approach guardrails and bridge rails.

II – Victoria Avenue Widening and Overlay

- Widen Victoria Avenue eastbound and westbound to three (3) lanes;
- Maintain traffic on Victoria Avenue during construction; and
- Mill and pave existing eastbound and westbound lanes.

III – Eastgate Drive Right In/Right Out (separate price)

- Remove the timber bridge on Eastgate Drive over Pilot Butte Creek;
- Remove asphalt roadway from Coleman Crescent to the east side of Pilot Butte Creek;
- Construct sidewalk on the east side of Coleman Crescent across removed Eastgate Drive;
- Create right in/right out off of Victoria Avenue westbound to connect with Eastgate Drive on the east side of Pilot Butte Creek with Pedestrian Sidewalk; and
- Regrade and seed using hydraulic seed mulch.

On **May 11, 2015, 3:00 P.M., C.S.T.**, a pre-tender meeting will be held at **City Hall, Main Floor in the Larry Schneider Board Room, 2476 Victoria Avenue, Regina Saskatchewan** for the purpose of responding to questions by bidders.

Tenders must be accompanied by a bid security in the form of a Bid Bond or certified cheque in the amount of 10% of the tendered price, payable to the City of Regina and a Consent of Surety to furnish a Performance Bond and Labour and Materials Payment Bond each in the amount of 50% of the tendered price.

This project is partially funded by the Ministry of Highways and Infrastructure through the Urban Highway Connector Program (UHCP).

The lowest or any tender will not necessarily be accepted.

Bid results will be posted to Sasktenders.

Gloria L. Bechtold, CPPB
Coordinator of Purchasing

**Replacement of Victoria Ave East Bridges over Pilot Butte Creek and Victoria Ave
Widening
Contract No. 2435**

1.0 Submission of Tenders

Submit a tender on the tender form provided using submission label (Appendix B) which is clearly marked “**Replacement of Victoria Ave East Bridges over Pilot Butte Creek and Victoria Ave Widening - Contract No: 2435**” to:

City of Regina, City Hall
Main Floor, Ambassadors Desk or 5th Floor, Purchasing Branch
2476 Victoria Avenue
P.O. Box 1790
Regina, Saskatchewan
S4P 3C8

The tender must be received by the Coordinator of Purchasing no later than 2:00 P.M. Central Standard Time on **May 20, 2015**. Tenders received after the stated closing time will be rejected.

Bidders must submit a completed Form of Tender on the form provided. Any alteration to the pre-printed sections of the Form of Tender, or any condition or qualification placed on the tender shall be a direct cause for disqualification.

No change to the tender will be considered unless received in writing prior to the time specified for receipt of tenders.

Facsimile tenders will not be considered. Facsimile changes will be accepted if received before close of tenders. The facsimile number for the office of the Coordinator of Purchasing is (306) 352-1581.

The Owner will not be responsible for receipt of illegible faxes or failed attempts to submit tender changes by facsimile.

Bidders may withdraw their unopened tender after submission to the Owner if such request is received in writing prior to the time specified for receipt of tenders.

The time of tender closing shall be determined according to the Owner's clock, whether accurate or not.

Bids may not be modified or withdrawn within 60 calendar days after tender closing, unless otherwise provided.

The bid results will be posted to the Sasktenders website immediately following the closing date and time.

2.0 Completed Tender

A completed tender submission shall consist of the following:

- (a) a completed Form of Tender;
- (b) a bid security in the form of a certified cheque in the amount of 10% of the Total Tender Price or a Bid Bond acceptable to the Owner for the same amount; and
- (c) a Consent of Surety covering the furnishing of a Performance Bond and Labour and Materials Payment Bond each in the amount of 50% of the Total Tender Price.

3.0 Contract Documents

For the purposes of interpretation of the Contract Documents, all activities or actions required by the General Conditions, Special Provisions and the Project Specifications are the responsibility of the Contractor unless specifically indicated otherwise.

It is the responsibility of the Bidder to become familiar with all stated requirements in the Contract Documents, such as special provisions, insurance coverage, permits and licences and associated costs, prior to preparing and submitting a bid.

The Contract Documents, including the Project Specifications, are subject to periodic review and revision.

No oral interpretations will be made to any Bidder as to the meaning of any of the Contract Documents or to modify any of the provisions of the Contract Documents. Requests for interpretation may be faxed or emailed to:

City of Regina, Purchasing Branch
Attn: Tammy Moyse
Fax: (306) 352-1581
Email: purchasingbranch@regina.ca

4.0 Examination and Site Investigation

Prior to tendering, all Bidders, including prospective Subcontractors, are responsible for becoming fully acquainted with the nature of the Work and the Place of Work. No claims will be considered after the submission of tenders that there was any misunderstanding with respect to the conditions imposed by the Contract Documents.

If a Bidder discovers discrepancies in, or apparent omissions within the Contract Documents, or if there is doubt as to their meaning or intent, the Bidder must immediately notify the Engineer.

5.0 Addenda

Any interpretation, correction or change to the Contract Documents will be made by Addenda. Interpretations, corrections and changes made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections or changes.

Each Bidder shall ascertain, prior to submitting their tender, that they have received all Addenda issued and shall acknowledge their receipt on the Form of Tender.

The Addenda will become an integral part of the Contract Documents.

6.0 Signing of Tenders

If the Bidder is a corporation, the tender shall bear the signature of its duly authorized proper officers in such manner as to bind the corporation.

If the Bidder is not incorporated, the tender shall bear the duly witnessed signature of the Bidder, provided that if the Bidder is a partnership. The tender shall bear the duly witnessed signatures of all necessary partners or officers of such partnership in such manner as to bind the Bidder.

7.0 Bid Security

Each tender shall be accompanied by a bid security in a sum equivalent to 10% of the Total Tender Price, either in the form of a certified cheque or Bid Bond, in a form acceptable to the Owner. If an unsuccessful Bidder submits a certified cheque, it will be returned after the award is made. If a successful Bidder submits a certified cheque, it will be returned after the execution of the contract and delivery of the required bonds. However, if the successful Bidder does not execute the contract or furnish the required bonds, the Owner may cash the cheque and apply the proceeds in an amount sufficient to cover the difference between the amount of the bid of the successful Bidder and the amount for which the Owner contracts with another party to perform the work, if the latter amount is in the excess of the former.

Included in these Contract Documents is an example of a Bid Bond. The Bidder must supply a bond in a similar form or in a form containing the same or more stringent obligation on the part of the Surety and Bidder and acceptable to the Owner.

The Bidder's provision of the Bid Bond to the City and the contents of the Bid Bond in no way limits the Bidder's obligations to the City and the City reserves any rights and remedies provided or available at law or in equity against the Bidder.

Original Bid Bonds must be provided with the Tender submission. Facsimiles of the Bid Bond will not be accepted.

8.0 Consent of Surety

Each tender shall be accompanied by a Consent of Surety. The Surety Company must be authorized to issue Surety Bonds in the Province of Saskatchewan. The Surety Company is subject to the approval of the City Solicitor. The Consent of Surety must state that the

Surety Company will furnish a Performance Bond and a Labour and Materials Payment Bond each in the amount of 50% of the Total Tender Price, if the Contract is awarded to the Bidder.

Included in these Contract Documents are examples of Consent of Surety, Performance Bond and Labour and Materials Payment Bond. The Bidder must supply a Consent of Surety in a similar form or in a form containing the same or more stringent obligation on the part of the Surety and Bidder and acceptable to the Owner.

Original Consent of Surety must be provided with the Tender submission. Facsimiles of the Consent of Surety will not be accepted.

9.0 Quantities

Quantities shown in the Form of Tender are estimates and indicate only the general magnitude of the Work. The quantities are not in any way guaranteed. The Owner reserves the right to increase or decrease quantities or eliminate items from the Work. The Owner reserves the right to eliminate items at the time of award of Contract.

10.0 Unit Prices

The Bidder must complete every Payment Item in the Form of Tender. Where quantities are not given enter unit prices only. Unit prices stated in the Form of Tender will be used as the basis for calculating additions, deductions, alterations and the value of progress payments.

The Bidder must in the unit prices include costs of all applicable taxes, licenses, and all municipal, provincial or federal charges in connection with the Contract, except the Federal Goods and Services Tax (GST) as specified in Section 01025- Measurement and Payment.

11.0 Total Tender Price

Calculation of the Total Tender Price will be based on the totals of the estimates of quantities multiplied by their individual unit prices plus the totals of all lump sum items tabulated as presented in the Form of Tender.

If there is a mathematical discrepancy between the unit price multiplied by the quantity and the extended price in any tendered Payment Item, the unit price will be deemed to be correct and the Owner may correct the extended price. Where an extended price is provided but the unit price is not, the Owner may divide the extended price by the estimated quantity in the Form of Tender to arrive at a unit price. Such unit price will be used for the purposes of tender evaluation and for the Contract, if awarded.

Where the Bidder has made a mathematical error or errors in the Payment Items in the Form of Tender, the unit prices and the lump sum prices shall be binding on the Bidder.

12.0 Alternate Construction Methods

Where construction methods are specified, Bidders must submit a Total Tender Price using those methods. If a Bidder proposes to use methods other than those specified in addition to the base bid, the Bidder must submit a full description of the proposed alternate together with applicable Total Tender Price and/or completion time variation in the Form of Tender. Provide all information, documentation and technical detail required to assess the alternate with the Tender. The Engineer will evaluate the proposed alternate following the opening of tenders.

No modification will be approved for the time for completion of the Work as offered in the Form of Tender if an alternate method is used unless an additional time requirement is specifically reserved by the Bidder with his proposal for that alternate.

The Engineer reserves the right to accept or reject all or any alternate methods proposed.

13.0 Alternate Product

Bidder may submit tenders based on the use of alternate Product subject to the conditions set out in this article.

Product manufacturers or their authorized representatives must submit applications for approval of alternates to the Engineer not less than seven (7) calendar days prior to the tender closing date, unless otherwise specified. Applications received outside of the specified period will not be considered.

A separate application is required for each specific Product being proposed as an alternate. Application must be in writing and make clear reference to the Section number where the item is specified. With each application for approval submit at least four (4) complete copies of specifications and drawings fully describing the alternate Product. Illustrative catalogue pages alone are not acceptable submissions and will be rejected without review.

The Engineer reserves the right to accept or reject all or any alternate Product offered. Brand names and figure/model numbers of Product specified are acceptable to the Engineer and require no further approval.

If alternate Product is approved for the purposes of the tender, an addendum will be issued.

14.0 Tender Evaluation

In addition to the Total Tender Price and the Form of Tender, submitted tenders may be evaluated on the basis of the qualifications, related experience, past performance and business practices of the Bidder and named General Contractor and Subcontractors. Resources proposed to be used for the Work will be assessed with respect to ability to perform the Work in an effective and appropriate manner.

15.0 Confidentiality

The Owner acknowledges that tender packages will contain financial, commercial, scientific, technical or labour relations information regarding the Bidder that is submitted in confidence as contemplated by Section 18 of *The Local Authority Freedom of Information and Protection of Privacy Act*. The Owner undertakes to maintain confidentiality of the information submitted, other than the total cost of the bid submitted. Notwithstanding the foregoing, in the event the bid submitted is accepted by the Owner, the Bidder acknowledges that the Form of Tender will form part of the final contract for construction, which is a public document under *The Cities Act*.

16.0 Award

Notification of acceptance of a Tender will be provided only by a Notice of Award signed by a duly authorized representative of the Owner.

The Owner reserves the right to:

- Reject any or all tenders received in response to this tender call;
- Seek clarification from Bidders who respond to this tender call;
- Verify the validity of the information supplied in any tender;
- Waive or modify procedural and administrative irregularities due to honest or unintentional mistakes as identified in tenders received, after discussion with the Bidder;
- Negotiated with the Bidder(s) responding to this tender call, consistent with the objectives stated;
- Cancel this tender call at any time for any or no reason. If cancelled, the City is not responsible for any costs incurred by the Bidder(s); and
- Accept the tender that appears to be in the best interest of the City.

Further, tenders which are incomplete, illegible or obscure in any way or that contain un-called for irregularities of any kind may be deemed informal or non-compliant and may be rejected.

17.0 Execution of Contract and Commencement of Work

The successful Bidder shall execute the Contract and commence Work within 14 calendar days of the date of issue of the Notice of Award. However, Work may not commence at the Place of Work until such time as:

- (a) the contract is executed;

- (b) the required proof of current Insurance, Bonds and Worker's Compensation Board Letter of Good Standing or Term Clearance have been submitted to and approved by the Owner; and
- (c) the Engineer has issued a Notice to Proceed.

**Replacement of Victoria Ave East Bridges
over Pilot Butte Creek and Victoria Ave Widening
Contract No. 2435**

1. Bid Results

The bid results will be posted to the SaskTenders website immediately following the closing date and time.

2. Contract Schedules

The following Schedules contained in Appendix A shall be submitted by the successful bidder prior to the pre-construction meeting at the request of the Owner:

Schedule C	Subcontractors and Product Suppliers
Schedule I	Schedule
Schedule J	Supervision

3. Award Date

The award date is anticipated to be before June 1, 2015. Should the award date be later than June 1, 2015, an equivalent extension to the completion date will be provided.

4. Award

The Contract shall be awarded on the basis of the Owner's consideration of Total Tender Price only or the Owner's consideration of any combinations of the Total Tender Price, Separate Prices, and Alternate Prices.

5. Separate Prices

Separate Prices are listed in the Form of Tender and must be provided by Bidders. Failure to include the Separate Prices will cause the Bid to be rejected as non-compliant.

Separate Prices are quotations for items of work and are not included in, nor form part of the Total Tender Price.

Separate Prices shall not include GST but shall include overhead, profit and PST.

If accepted by the Owner, the Separate Prices will be added to the Total Tender Price and become part of the work with all the requirements and conditions of the Contract applicable hereto. The Owner will decide whether to include the work of the Separate Prices prior to issuing the Notice of Award.

6. Alternate Prices

Alternate Prices are listed in the Form of Tender and must be provided by Bidders. Failure to include the Alternate Prices may cause the Bid to be rejected as non-compliant.

Alternate Prices shall not include GST but shall include overhead, profit and PST.

If accepted by the Owner, the Alternate Prices will be added to or deducted from the Total Tender Price and become part of the Work with all the requirements and conditions of the Contract applicable thereto. The Owner will decide whether to include the work of the Alternate Prices prior to issuing the Notice of Award.