# INVITATION TO TENDER QUESNEL BALL FIELD ENHANCEMENT PROJECT

#### **GENERAL INSTRUCTIONS TO BIDDERS**

## 1.0 Closing Time:

The City of Quesnel will receive bids from qualified contractors for the above noted project no later than 2:00 p.m., local time, Wednesday July 30, 2025 to:

City of Quesnel 410 Kinchant Street Quesnel, B.C. V2J 7J5

Any bid received after the Closing Time will not be considered.

#### 2.0 Submission of Bids:

Bids shall be submitted on the Form of Tender provided and enclosed in a sealed envelope, addressed to the City of Quesnel and clearly marked "Quesnel Ball Field Enhancement Project".

Bids shall be for the work in its entirety and partial or incomplete submissions will not be considered. A completed Schedule of Quantities and Prices Form shall be included with the bid submitted. Each bid shall be dated, shall show the full legal name and business address of the bidder, and shall be signed with the signature of the person or persons authorized to bind the bidder. The name of each signature shall be typed or clearly imprinted below each signature.

#### 3.0 Contractors Qualifications:

Bidders may be required after the opening to submit evidence of their resources, and their ability to carry out the work.

#### 4.0 Examination of Documents and Site Conditions:

Before submitting a bid, the bidder shall carefully examine the contract documents and all addenda thereto issued and the site of the work, and shall fully inform himself as the existing conditions and limitations which may influence his bid.

Any failure to fully investigate the sites of the work or the foregoing conditions, shall not relieve the bidder from responsibility for estimating

properly the difficulty or cost of successfully performing the work. Neither the City of Quesnel nor any of its representative or agents, assume any responsibility for any understanding or representation made by any of his representative or agents, during or prior to the awarding of the contract.

## 5.0 Omissions and Discrepancies:

Should the Bidder find discrepancies in, or omissions from, the drawings, specifications, or other documents, or should the intent or meaning of the documents appear unclear or ambiguous to the bidder, the bidder should at once forward to the City of Quesnel a written request for correction, clarification or interpretation before submitting his bid. The bidder making such a request will be solely responsible for its timely receipt by the City of Quesnel. All such requests must be received not later than five (5) calendar days before the Closing Time. Replies to such inquiries may be made in the form of Addenda to the Contract Documents.

### 6.0 Addenda

Addenda may be issued during the bidding period. All addenda become part of the Contract Documents.

The City reserves the right to modify the terms of this Invitation to Tender at any time at its sole discretion. Such modifications will be communicated to all bidders through formal addendums.

Bidders should be advised that the City currently posts all competitive bids and any resulting addendums on the BC Bid website <a href="www.bcbid.ca">www.bcbid.ca</a>
Where in its sole discretion it considers it to be necessary, the City will issue Addenda to amend any portion of this Invitation to Tender by posting them on the BC Bid website. Such Addenda will become a part of the Tender document and will supersede prior information.

It is the sole responsibility of Bidders to access the BC Bid website to determine if any addendums have been posted, and to download them.

#### 7.0 Insurance Policies:

The successful bidder shall provide the City with evidence that the required policies of insurance as outlined in the Contract Documents have been obtained by the bidder.

#### 8.0 Indemnity:

Notwithstanding the providing of insurance coverage by the Bidder, the Bidder hereby agrees to indemnify and save harmless the City of Quesnel, its officers, agents, servants and employees and each of them from and

against claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the negligent activities of the Bidder, its servants, agents, and sub-Contractors, in providing the services and performing the work of this Contract, excepting always liability arising solely out of the negligent act or omission of the City.

## 9.0 Sub Contractors:

Each bidder shall submit with his bid the name and business address of each Sub-Contractor whom he intends to use to perform work or to render service to the bidder during the course of the Contract. The selection of work pertaining to each named Sub-Contractor must be given and the information recorded on the Bid Form.

## 10.0 Acceptance or Rejection of Bids:

The lowest or any Tender will not necessarily be accepted.

The City of Quesnel reserves the full right to, in its sole discretion, and according to its own judgment of its best interest:

- a. reject any or all bids for any reason whatsoever or cancel the tender
- b. waive any technical or formal defect in a Bid and accept that Bid;

In no event shall the City be liable for a Bidder's cost of preparing a Bid. The City will not be liable to any Bidder for any claims, whether for costs, damages incurred by any Bidder in preparing the Tender, loss of anticipated profit in connection with the Contract, or any other matter whatsoever.

The City's intention is to award this Tender to the bidder that submits the lowest priced tender as indicated on the Form of Tender and that complies with all of the requirements in this tender. Bidders must be able to demonstrate they can commence the project promptly and be finished by October 31, 2025.

The City of Quesnel will notify the successful Bidder in writing.

The City reserves the right, at its sole discretion, to negotiate modifications of the terms with any Bidder, after the time of the closing, prior to accepting a Bid and entering into a contract for the work. Such negotiations may be with those Bidders who, in the City's opinion, have the most advantageous Bids, and the City may negotiate with several Bidders simultaneously. The City may have such negotiations with only

one or some of the Bidders but shall not be required to or obligated to have such negotiations with any Bidder, or to offer modified terms to any Bidder. The City shall not incur any liability whatsoever to any Bidder as a result of such negotiations or modifications.

#### 11.0 General Instructions:

- 11.1 Project details are provided in the following documents and drawings included in the bid package:
  - 22-0282 Quesnel Ball Field Enhancement PH1 R.F. Binnie and Associates
  - 22-0282 Quesnel West Fraser Timber Park Technical Specs
  - Appendix A Supplementary Conditions RFB
- 11.2 The successful bidder shall furnish all labour, materials, tools, and equipment to complete the work specified herein.
- 11.3 The bidder, in submitting his/her bid, warrants he/she shall comply with all Provincial and Municipal laws, rules, and regulations, shall obtain all required permits, and ensure all required inspections are completed as specified.
- 11.4 The bidder shall carry out the work in accordance with Local Jurisdiction codes and standards or, where such code or standard does not exist, shall carry out the work consistent with standard industry practices. All material shall be new and comply with relevant C.S.A. Standards.
- 11.5 Prior to commencing the work, the successful bidder shall provide evidence of compliance with the requirements of the Worker's Compensation Board. The bidder shall ensure that all rules and regulations contained in the Workers Compensation Act are adhered to and that all fees in respect thereof have been paid in full. The successful bidder shall ensure that all aspects of safety training are documented for all employees involved with this project.
- 11.6 The bidder shall, upon acceptance of the tender, obtain and pay for Comprehensive Public Liability Insurance to the value of two million dollars (\$2,000,000). Such insurance shall remain in force and effect for twelve (12) months following acceptance of the work by the City and naming the City of Quesnel as an additional insured. Certified copies of the insurance shall be provided to the City in a timely manner and before commencing the work.

11.7 The bidder shall provide and maintain liability insurance in respect to owned licensed vehicles subject to limits of not less than three million dollars (\$3,000,000.00).

#### 12.0 Conditions and Hours of Work

12.1 The Contractor shall complete the work in a prompt and efficient manner. Work shall be completed by October 31, 2025.

### 13.0 Contact Information:

Jeff Norburn Director of Community Services City of Quesnel 410 Kinchant Street, Quesnel BC, V2J 75J, Telephone: (250) 991-7479

jnorburn@quesnel.ca