REGIONAL DISTRICT OF NANAIMO

REQUEST FOR PROPOSALS No. 23-048

Melrose Terrace Reservoir Replacement Project

ISSUED: August 1, 2023

CLOSING DATE AND TIME:
Submissions must be received on or before:
3:00 PM (15:00 hrs) Local Time on August 31, 2023

Submissions and Questions are to be directed to:
Rocky Chowdhury, M.Sc., P.Eng.
Project Engineer, Water Services
Email: rchowdhury@rdn.bc.ca

Questions are requested at least five (5) business days before the closing date.

Proponent's Non-Mandatory Information Meeting:
Date: August 10, 2023
Time: 10:00am – 11:00am (Local time)
Location: 3853 Melrose Rd, Qualicum Beach, BC V9K 2M9.

Proposals will not be opened in public

1. Instructions to Proponents

1.1 Closing Date/Time/Submission Method
Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on August 31, 2023.

Submission Method:

By Email: In PDF format with "23-048: Melrose Terrace Reservoir Replacement**"** as the subject line at this electronic address:

rchowdhury@rdn.bc.ca

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions.

Submissions received in any other manner will not be accepted.

1.2 Amendment to Proposals
Proposals may be amended in writing and sent via email to the RDN contact person identified on the cover page on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

1.3 Addenda and Questions & Answers
If the RDN determines that an amendment or questions & answers are required for this RFP, the RDN will post the Addendum on the RDN (https://www.rdn.bc.ca/current-bid-opportunities) and BC Bid (https://bcbid.gov.bc.ca/) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all amendments are included prior to submitting their final Proposal submission.

1.4 Withdrawal of Proposals
The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to the RDN contact person identified on the cover page on or before the closing.

1.5 Unsuccessful Vendors
The Regional District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time. Proponents must submit the request for debriefing within 15 calendar days after the RFP result is notified to the Proponent.

2. INTRODUCTION

The purpose of this Request for Proposal is to solicit submissions from qualified firms to replace the potable water reservoir at the Melrose Terrace Water Service Area.

The work includes demolishing the existing bolted steel reservoir and design, material supply and construction of a new bolted steel reservoir.

The work is intended to be completed between October 2023 – April 2024.

3. BACKGROUND

The 153 m^3 (33,656 Imp. gallon) potable water reservoir that serves the Melrose Terrace water service area residents is a bolted steel reservoir that was built in early 1990's. This reservoir is located at – **3853 Melrose Rd, Qualicum Beach, BC V9K 2M9**. The reservoir is in very poor condition. A condition assessment report in 2016 estimated 1-3 year of remaining service life with no repair and 5-10 years of remaining service life with repairs. RDN intends to replace this existing reservoir with a new bolted steel reservoir.

4. SCOPE OF SERVICES

The scope of services include, but not limited to:

1. Design and construction of a bolted steel reservoir and foundation as per –

    a) ANSI/AWWA D103, Factory-Coated Bolted Carbon Steel Tanks For Water Storage.
    b) ANSI/AWWA D104, Standard for Automatically Controlled, Impressed-Current Cathodic Protection for the Interior Submerged Surfaces of Steel Water Storage Tanks.
    c) ANSI/AWWA D106, Standard for Sacrificial Anode Cathodic Protection Systems for the Interior Submerged Surfaces of Steel Water Storage Tanks.
    d) British Columbia Building Code.
    e) National Building Code of Canada.
    f) ACI SPEC-301-16 Specifications for Structural Concrete
    g) Interior tank materials shall be in compliance with NSF/ANSI 61, Drinking Water System Components – Health Effects.

2. The following features shall be considered in the design of the new reservoir –

    - The new bolted steel reservoir size shall be minimum 20,000 Imp. Gallon.
    - The new reservoir shall be either epoxy coated or glass fused to steel bolted steel reservoir.
    - The existing reservoir is 33,656 Imp. Gallon and approximately 6.5m diameter. The new reservoir will be located within the same footprint as the existing reservoir.
    - The new reservoir shall have concrete conical bottom floor.

- The internal piping configuration of the new reservoir will be kept same as the existing reservoir, except the elevation of the outlet pipe to the pump station which will be raised by approx. 0.5 m from its current elevation.

- Other accessories such as ladders, safety devices, roof openings, vent etc. will be installed as per the available standard.

- Soil investigation was not carried out considering there is already an existing reservoir at this location, which will be replaced with a similar or smaller size reservoir.

3. Facilitate the Island Health construction permit application by providing the necessary documents and obtain the permits.

4. Demolish the existing bolted steel tank reservoir, dispose of the demolished material and clean up the site. Ensure that RDN staff has set up temporary tank and it is operational before demolishing the existing reservoir.

5. Submit the detailed and stamped engineered drawings of the bolted steel reservoir and the foundation to RDN for approval before placing order for materials.

6. Coordinate with RDN material testing contractor for testing concrete or any other material during and after construction.

7. Conduct hydro test on the reservoir to check leakage after erection of the reservoir.

8. Disinfect the reservoir as per ANSI/AWWA C652, Disinfection of Water Storage Facilities, conduct bacterial testing, and submit the test results to the RDN.

9. Attend meetings as required throughout the design and construction.

10. Proponent must be the "Prime Contractor" as defined in the Worker Compensation Act and accordingly shall be in-charge of overall site safety during the project construction.

5. DELIVERABLES AND OUTCOMES

The followings are the deliverables –

1. Signed and sealed design drawings of a minimum 20,000 Imp. gallon bolted steel reservoir (either Epoxy coated or glass fused to steel), its foundation, and accessories.
2. All necessary permit required for this reservoir construction.
3. Demolish the existing reservoir and clean up the site.
4. Construct the new reservoir including foundation, internal pipes and other accessories.

6. BUDGET

The project budget is $237,500 + G.S.T.

7. CONTRACT SECURITY

If the *Owner* delivers a written notice ("*Notice of Intent to Award*") by which the *Owner* accepts the proposal, the proponent will, within 15 *Days* of receipt of the written *Notice of Intent to Award,* deliver to the *Owner*:

- a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the total Proposed Price, covering the performance of the Work including the Contractor's obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;
- a "clearance letter" indicating that the proponent is in Worksafe BC compliance; and
- a copy of the insurance certificates as specified in, Section 8 – Insurance, indicating that all such insurance coverage is in place.

8. INSURANCE

Proponent at it's own expense, carry with insurance companies and under policies of insurance acceptable to and approved by the RDN the following insurance with limits not less than shown below –

a. Automative liability insurance (Owned and non-owned units)
Limits: Bodily injury and property damage – inclusive each accident $5,000,000.
The contractor shall, at the contractor's expense, throughout the term of the contract, maintain such insurance as required under the Insurance (Motor Vehicle) Act of British Columbia. The Contractor will provide the RDN with a Certificate of Insurance, ICBC form No. APV 47, for owned or leased vehicles as evidence of third-party motor vehicle insurance coverage.

b. Commercial General Bodily Injury and Property Damage Liability Insurance
Limits: Bodily Injury and Property Damage – Inclusive $5,000,000
The insurance shall include Proponent's Contingent liability and Constractual Liability of sufficient scope to include the liability assumed by the Proponent under the terms of the contact and Completed Operations Liability. The policy shall include the "Regional District of Nanaimo" as additional insured with a cross liability clause. Any property damage deductible shall be for the account of the contractor and shall not exceed $10,000 for any occurrence.

c. Course of Construction Builders' Risk Insurance

Coverage on an "All Risks" baisis in the amount of not less than the amount of the Contract Price; subject to a deductible provision of the Contactor's account not exceeding $10,000 each loss. Coverage to include "Regional District of Nanaimo" as additional insured.

d. Insurance on Contractor Supplied Equipment
Equipment rented or owned by the Contractor to its full insurable value.

9. REFERENCE/BACKGROUND INFORMATION

The following reference information is included as part of this RFP package –

a. 2016 Melrose Reservoir Inspection Report,
b. Melrose site layout,
c. Supplementary General Condition for CCDC14-2013 Design Build Stipulated Price Contract.

10. PROPOSAL SUBMISSION AND EVALUATION

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the following information.

Please include with your proposal:

a) Corporate background, history, areas of expertise and practice of any corporate sustainability;

b) At least two but no more than 5 references involving similar work. The references of the highest ranked proponent may be contacted for confirmation.

c) Specify the proposed warranty period for the new reservoir. Provide the manufacturer's warranty for the reservoir and warranty for the workmanship.

d) Specify the size, shape and dimension of the proposed reservoir.

e) Specify whether the proposed bolted steel reservoir will be epoxy coated or glass fused to steel type. Provide an explanation on how the proposed reservoir type (i.e. epoxy coated or glass fused to steel) would provide best value to the owner (RDN) for potable water storage and comment on their durability and future maintenance frequency.

f) Proposed schedule of the work.

Proposals will be evaluated on the following basis 40% Technical, 60% Financial.

The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price. i.e. Score = Min Cost/Cost x Fee Points.

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The RDN may evaluate proposals on a comparative basis by comparing one proponent's proposal to another proponent's proposal. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contain any financial or commercial terms that are unacceptable to the RDN.

The selection committee may proceed with an award recommendation or the RDN may proceed to negotiate with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

11. *PROPOSED PURCHASE CONTRACT* Any supplemental SGC

The RDN's preferred form of Contract is CCDC14-2013 Design Build Stipulated Price Contract. Proponents should carefully review this form of Contract with attached Supplementary General Conditions. Should any vendors request that RDN consider revisions to the form of Contract, Proponents should include any clauses of concern in their proposal submission and suggest replacement language.

12. GENERAL CONDITIONS

12.1. No Contract

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

12.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

12.3 Acceptance and Rejection of Submissions

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

12.4 Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

12.5 Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

12.6 Litigation Clause

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

(a) any other contract for works or services; or
(b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.

12.7 Exclusion of Liability

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

12.8 Ownership of Proposals

All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

12.9 Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.

WESTERN TANK & LINING LTD.

YOUR CONTAINMENT **SPECIALISTS** SINCE **1985**

March 10, 2016

File: BC16-REP01-RDN

Regional District of Nanaimo
6300 Hammond Bay Rd.
Nanaimo BC
V9T 6N2

Attention: Dave Welz, Chief Operator

Project: Melrose Reservoir Inspection

On March 2, 2016 Western Tank and Lining Ltd. (WTL) attended the Melrose reservoir to perform an inspection on the interior and exterior of the bolted tank. This report will go into further detail of the items inspected, and our recommendations. We will also include budgetary numbers for repair and replacement of the reservoir.

ITEMS INSPECTED BY WTL:

1) Exterior and interior of roof;
2) Exterior and interior of walls;
3) Interior deck structure;
4) Interior piping;
5) Interior floor;
6) Interior ladder; and
7) Access hatches.

It was determined the tank was manufactured by Columbia TecTank (CST) out of Parsons Kansas. The installation date was determined to be in the early 1990's. With this information the approximate age of the tank is between 20 to 26 years old.

OBSERVATIONS:

1a. Exterior Roof: Condition - Good.

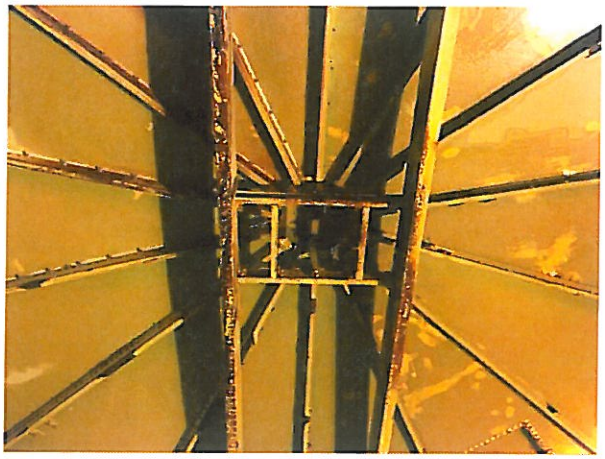




- Minor paint defects.

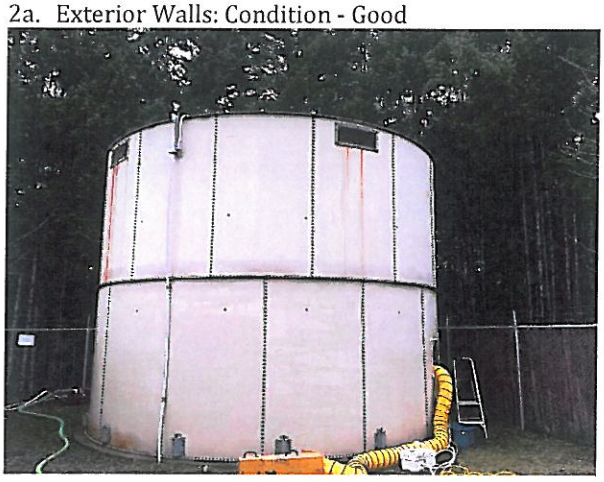
1b. Interior Roof: Condition - Poor





- Major paint and corrosion areas.

2a. Exterior Walls: Condition - Good





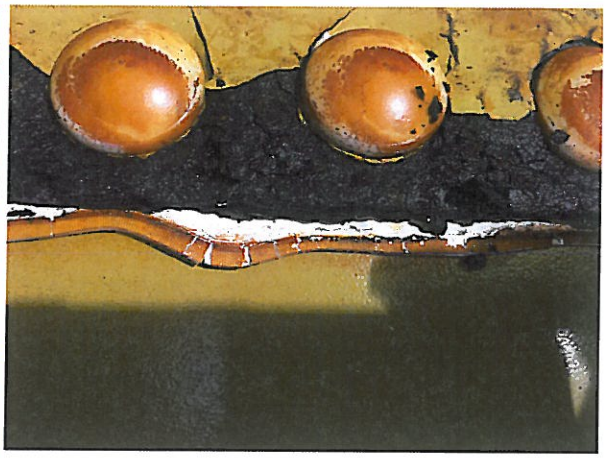
- Minor paint defects.

2b. Interior walls: Condition - Poor (Vapour zone) / Fair (Liquid zone)



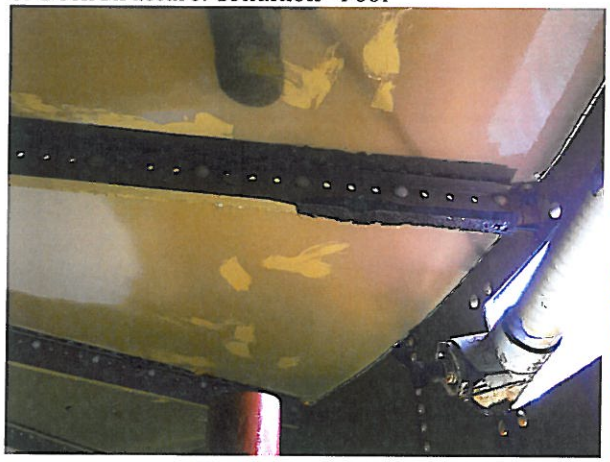
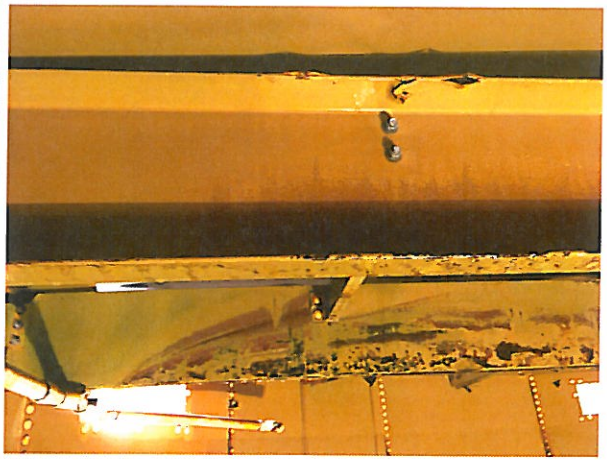


2b. Interior walls continued:

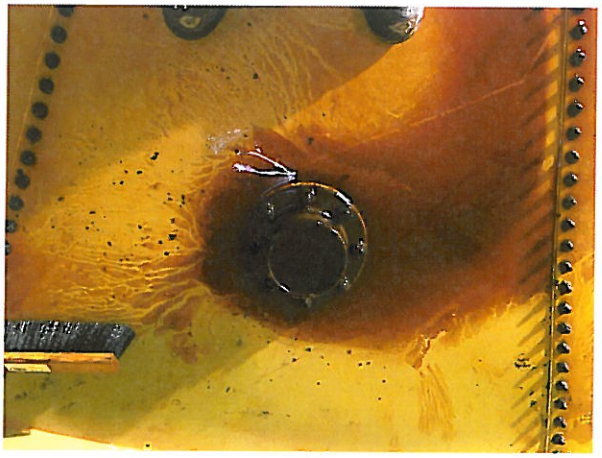
- Major paint and corrosion issues.

3. Deck structure: Condition - Poor

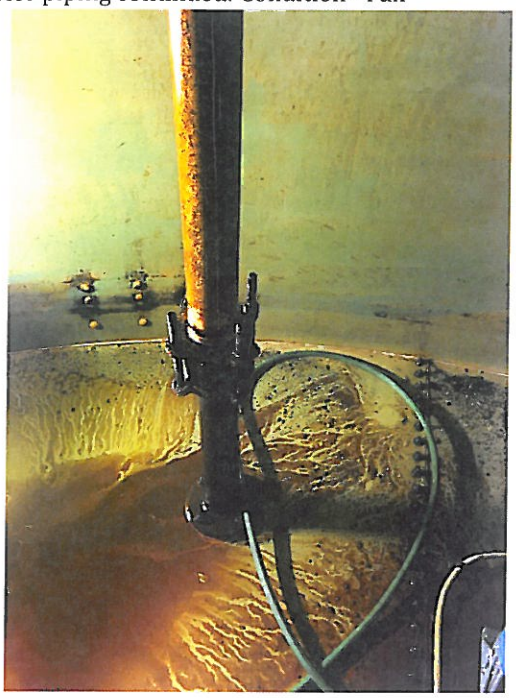



- The two main support beams have minor paint and corrosion issues. The secondary roof plate stiffeners have major paint and corrosion issues.

4. Interior piping: Condition - fair

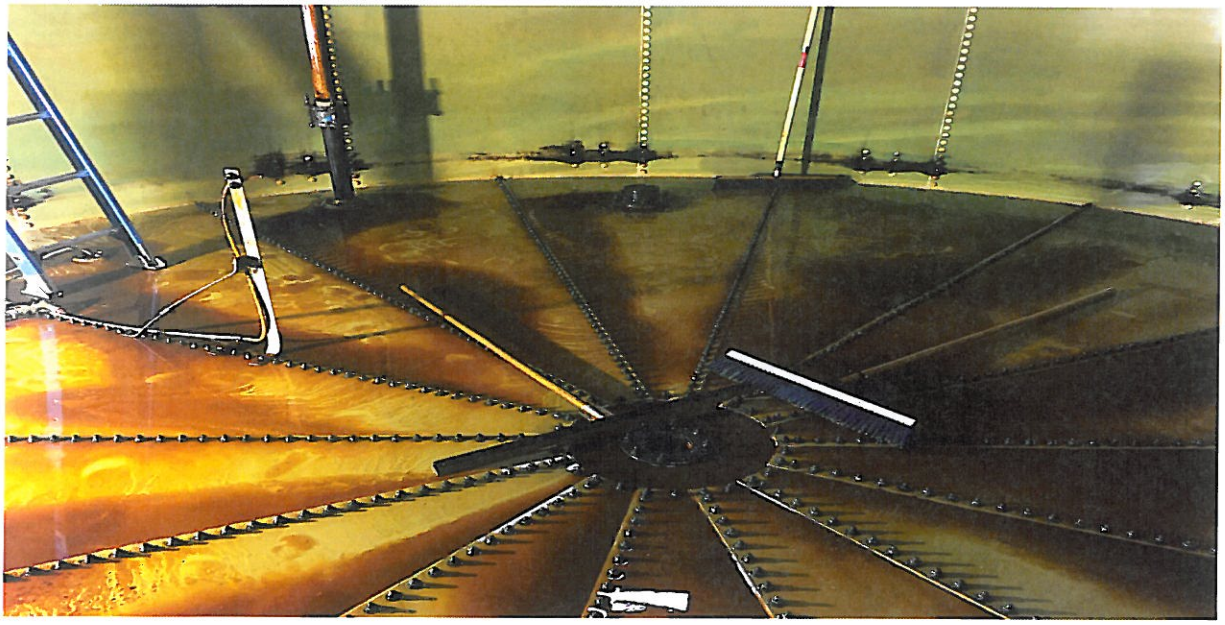
4. Interior piping continued: Condition - Fair





- Surface corrosion on flanges, with major corrosion on Robar couplers.

5. Interior floor: Condition - Fair



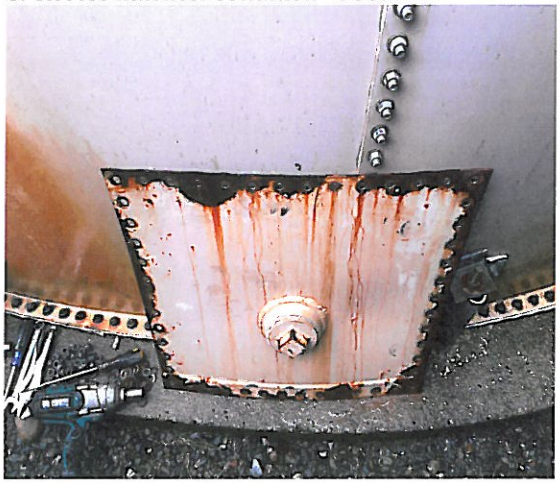
- Minor hardware corrosion.

6. Interior ladder: Condition - Poor



- Major coating and corrosion issues.

6. Access hatches: Condition - Poor





- Major coating and corrosion issues.

RECOMMENDATIONS:

The overall condition of the internal liquid zone of the tank is fair. Where we saw the most corrosion issues was on the interior vapour zone. WTL recommends action is taken immediately, to stop further advancement of the current corrosion. WTL believes the RDN has 1-3 years of service life left, before a failure of the vapour

portion of the tank could occur. If repair work is done on this tank, service life could be extended by 5-10 years. The overall condition of the exterior is fair to good, with only minor touch-up repairs required.

CONCLUSION:

Please note that all estimations are approximate, and utilize my experience in the field. Attached, I have included a replacement budget, along with a repair budget to extend the service life. The vapour zone corrosion issues are extensive. The repair work done will not in all cases fix the corrosion, but will stop the corrosion from progressing any further. As repair work is extensive, WTL advises that the replacement of the deck structure, will be money not well spent by the RDN, as cost will run in line with the replacement costs.

Should you have any questions please don't hesitate to contact the undersigned.

Thank you for allowing WTL to submit this inspection report, and we look forward to working with the RDN further on this matter.

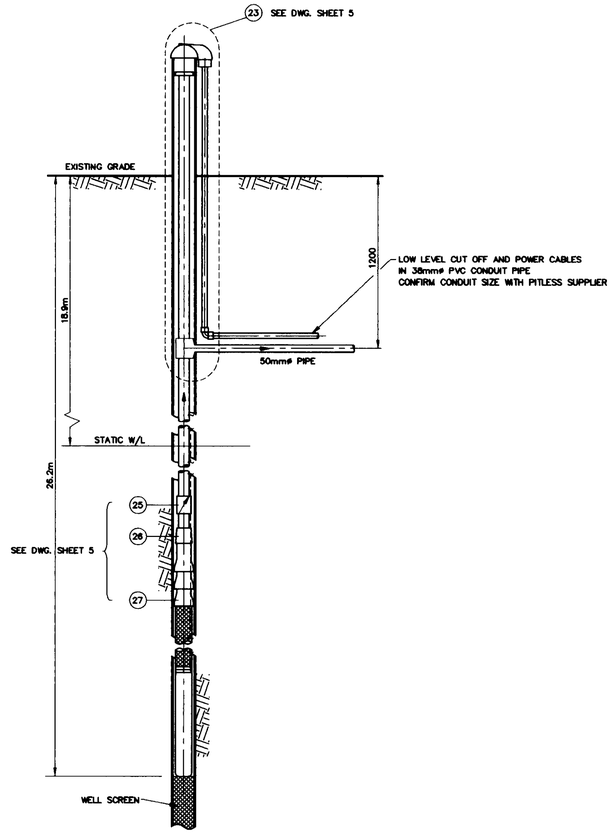
Regards,



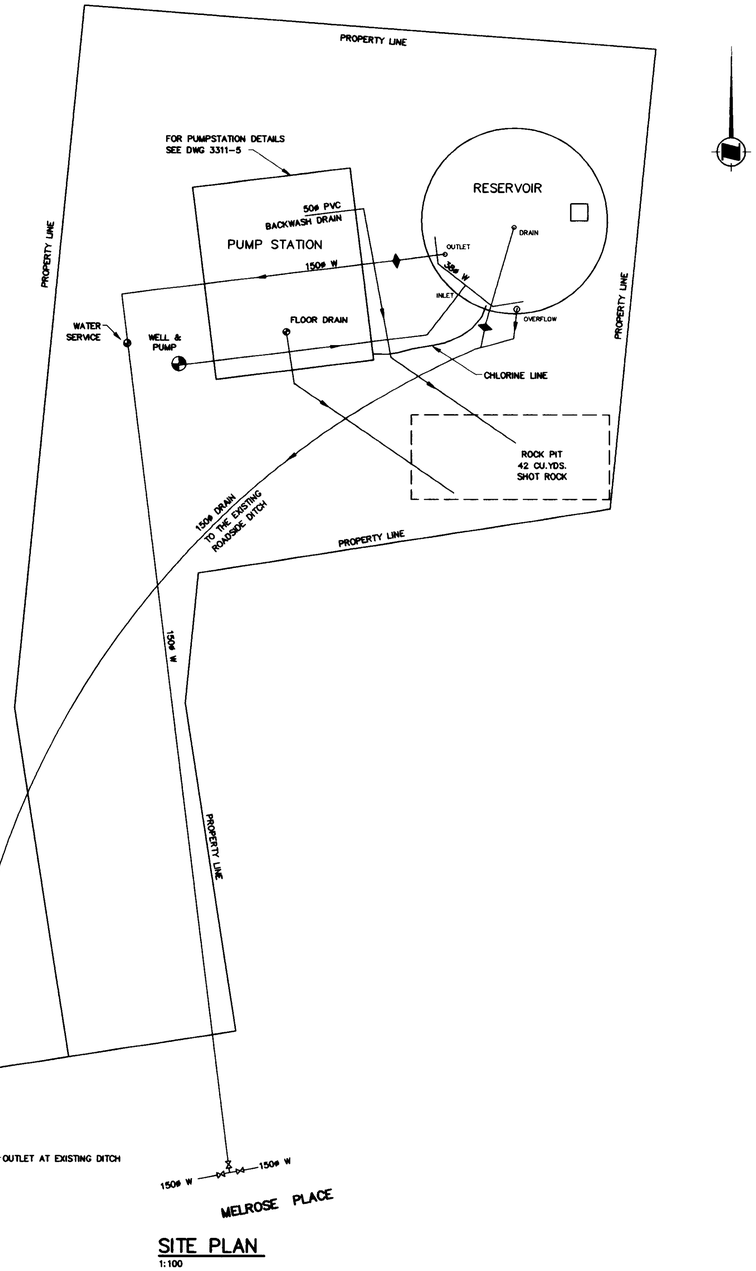
Micah Cohen
Project Manager
Western Tank and Lining Ltd.

Attachments:

1. Replacement Budget
2. Repair Budget



WELL DETAIL
1:20



SITE PLAN
1:100

DWG NO.	REFERENCE DRAWINGS	DATE

No.	DATE	REVISIONS	BY	APPROVED
B	MAY 1995	ASBUILT	BLL	
A	NOV.14/94	PITLESS CONDUIT REVISED – ISSUED FOR TENDER	BLL	

KPA **KPA ENGINEERING LTD** consulting engineers
VICTORIA VANCOUVER COURTENAY

SHB ENTERPRISES LTD.
MELROSE ROAD SUBDIVISION
SITE PLAN AND DETAILS

DESIGNED JC WY	DRAWN DA BLL
DATE NOV. 1994	SCALE AS NOTED
CHECKED	FILE 3311
APPROVED	
DWG NO. 3311-4	REV B

CANCEL PRINTS BEARING EARLIER LETTER

CCDC 14 – 2013 Design-Build Stipulated Price Contract

Supplementary General Conditions

GC 3.4 OTHER CONSULTANT, SUBCONTRACTORS, AND SUPPLIERS

3.4.1 – Add:

".5 maintain good order and discipline among the Subcontractor's employees engaged on the Work and shall ensure that the Subcontractor shall not employ on the Work anyone not skilled, experienced, capable, and qualified to perform the Work."

GC 3.11 NON-CONFORMING DESIGN AND DEFECTIVE WORK

3.11.2 – Delete item in its entirety and replace with the following:

"If for any reason, including poor workmanship, defective Products or materials, and damage to completed Work, the Owner, or its appointed representative rejects Work because it fails to conform to the Contract Documents, then the Design-Builder shall at the Design- Builder's expense promptly remove such Work from the Place of the Work and replace it in accordance with the requirements of the Contract Documents. Such remedial Work shall include any re-testing reasonably required to establish that the completed Work complies with the Contract Documents. This provision applies to all materials, Products, and portions of the Work whether or not incorporated into the Work as a whole."

New GC 3.11.5 - Add:

"The Design-Builder shall complete the deficient and incomplete Work speedily and at the discretion and convenience of the Owner. Acceptance of the Work or occupancy of the Project, or any portion thereof, by the Owner or the Consultant, shall not relieve the Design-Builder from the obligation of correcting deficiencies which are missed at the time of drawing up the list of deficient and incomplete items."

NEW GC 3.12 CLEAN-UP

New GC 3.12.1 – Add:

"The Design-Builder shall ensure the worksite remains free of all rubbish, waste, debris and waste products at the end of each business day"

New GC 3.12.2 – Add:

"The Design-Builder shall remove all equipment, barricades, hoarding, temporary bracing, walkways, temporary services, and surplus materials, and leave the worksite in a condition satisfactory to the Owner."

New GC 3.12.3 – Add:

"The Owner shall have the right to back charge cleaning to the Design-Builder if not done by the Design-Builder within 24 hours of written notice to clean."

New GC 3.12.4 – Add:

"The Owner shall have the right to back charge the Design-Builder for cost of damage to the site in relation to transportation in and out of the site caused by the Design-Builder or any Contractor, agent, employee or licensee of the Design-Builder, or by any other person or company authorized by the Design-Builder to be on the site, in the event such damage is not repaired by the Design-Builder before final payment."

GC 5.7 FINAL PAYMENT

5.7.4 – Revise "5 calendar days" to "30 calendar days"

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 – Delete item in its entirety and replace with the following:

"The Design-Builder shall protect the Work and the Owner's property and property adjacent to the Place of the Work from damage which may arise as a result of the Design-Builder's operations under the Contract, and the Design-Builder shall be responsible for such damage as provided for in the Contract."

NEW GC 9.1.5 – Add:

"Security at the Place of the Work during non-working hours will be solely the responsibility of the Design-Builder. The Owner will not be liable for any loss or damage of any kind except as provided for in GC. 11.1 INSURANCE."

GC 10.1 TAXES AND DUTIES

10.1.2 – At the end of the paragraph, add:

"The Design-Builder shall not be entitled to overhead and profit mark-up due to any such increase. The Design-Builder must provide a detailed breakdown of additional taxes if requested by the Owner, in a form satisfactory to the Owner. Profit and overhead shall not be included in the increase or decrease of costs incurred by the Design-Builder due to changes in the aforementioned taxes and duties."

GC 12.5 WARRANTY

New GC 12.5.9 – Add:

"Any Product, material or equipment requiring excessive servicing during the warranty period (or free maintenance period if applicable) shall be considered defective and the warranty (or free maintenance period) shall be deemed to take effect from the time the excessive servicing defect has been corrected."

REGIONAL DISTRICT OF NANAIMO

New GC 12.5.10 – Add:

"The Design-Builder shall, upon correction of any defects which it is obligated to correct, extend its warranty for the Work which has been corrected, and for any related Work which the corrections have affected, for a period of six months from the time of delivery of a certificate of acceptance by the Owner of the corrected Work, or until the end of the original Contract warranty period, whichever is longer."