



Invitation to Tender No. 26-033
Regional Landfill Supply and Install of Intermediate Cover Liner

Information for Tenderers

The Regional District of Nanaimo, hereinafter referred to as the "Regional District", invites Tenders for Regional Landfill Supply and Install of Intermediate Cover Liner.

Brief description of the project: Supply and install an intermediate cover liner at the regional landfill

- a) Supply rollstock linear low-density 40 mil liner or greater
- b) Install liner on slopes with 33% grade and complete with welded seams including mobilization and de-mobilization

The work is requested to be completed by November 30, 2026.

Tenders are to be submitted **via email** in PDF format with "26-033 Supply and Install of Intermediate Cover Liner" as the subject line to Jane Hamilton at jhamilton@rdn.bc.ca bearing the name of the firm bidding on or before on or before **3:00:00 p.m. local time on the September 2, 2026** (the "Tender Closing"). The Owner will not be responsible for any technological delays. It is the Tenderer's sole responsibility to ensure their Tender is received when, where and how it is specified in this document. Tenders received in any other manner will not be accepted.

There will be one scheduled, optional Site visit on August 19, 2026 at 13:00. The Site address is 1105 Cedar Rd, Nanaimo BC, V9X 1K9. High Visibility Vest and Steel Toed Boots are required.

All enquiries related to this Tender are to be directed in writing to, Jane Hamilton at jhamilton@rdn.bc.ca

Tenders will not be opened in public. The Regional District will endeavor to post unverified bid results by 10:00 a.m. the business day following the Tender Closing.

Each Tender Form received from a Tenderer must be accompanied by a **verifiable digital E-Bid Bond** in the amount equal to TEN PERCENT (10%) of the TOTAL AMOUNT OF TENDER and a **verifiable digital Consent of Surety** as defined by the Surety Association of Canada. <https://suretycanada.com/SAC/Surety-Bonds/E-Bonding.aspx>



The successful Tenderer will be required to submit a 50% Labour & Materials Bond and a 50% Performance Bond.

Tenders must remain valid for sixty (60) days following the closing time and date.

The Owner reserves the right to reject any or all tenders, to accept the tender deemed most favourable in the interests of the Owner. The lowest or any tender may not be accepted.



Regional District of Nanaimo

Invitation to Tender No. 26-033

Regional Landfill Supply and Install of Intermediate Cover Liner

Issue Date: August 12, 2026

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SPECIFICATIONS

Section 00300

Refer to Section 1.2 for written specifications.

Appendix A - Site Plan

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END OF SECTION

PART 1 INVITATION**1.1 INVITATION TO TENDER**

The Regional District of Nanaimo (the “Regional District”) invites tenders for Regional Landfill Supply and Install of Intermediate Liner Cover.

1.2 DESCRIPTION OF WORK

- Supply roll stock linear low-density 40 mil geomembrane liner or greater, including freight to Site, for an estimated coverage area of 22,000m².
- Install liner on areas directed by RDN staff with the potential for slopes up to 33% grade, including mobilization and de-mobilization of labour crew and supplies.
- All seams between rows of liner to be sealed with welding.
- Any liner penetrations will need to be completed and sealed. Liner penetrations may include 4” to 12” pipes, and 4’ manholes barrels. Assume approximately 10 penetrations (final count to be confirmed).
- RDN staff will be responsible for subgrade preparation.
- RDN will provide machine operators and equipment to assist with the deployment of the liner as needed.
- It can be assumed the liner will not be backfilled and must meet a lifespan of up to 15 years before being removed.

1.3 TENDER SUBMISSION

- 1.3.1 Tenders will be submitted **via email** in PDF format with “26-033 & Regional Landfill Supply and Install of Intermediate Liner Cover” as the subject line to Jane Hamilton at jhamilton@rdn.bc.ca bearing the name of the firm bidding on or before on or before **3:00 p.m. local time on the September 2, 2026** (the “Tender Closing”). The Owner will not be responsible for any technological delays. It is the Tenderer’s sole responsibility to ensure their Tender is received when, where and how it is specified in this document.
- 1.3.2 Electronically submitted Tenders will be deemed to be successfully received at the time as posted on the incoming email on the RDN’s server.
- 1.3.3 Tenders received after the Tender Closing date and time will not be considered by the Regional District.
- 1.3.4 The submission of a Tender constitutes the agreement of the Tenderer to be solely responsible for all costs and expenses incurred by it in preparing and submitting its Tender, including any costs incurred by the Tenderer after the Tender Closing.

PART 2 TENDER DOCUMENTS

- 2.1 Documents may be viewed and obtained directly from the Regional District of Nanaimo website at www.rdn.bc.ca or the BC Bid website at www.bcbid.gov.bc.ca

PART 3 PRE-TENDER ENQUIRIES AND ADDENDA

- 3.1 Enquiries should be addressed to:

Jane Hamilton
Email: jhamilton@rdn.bc.ca

Please Note: The Project Manager named above is the only valid contact for enquiries. No explanation, interpretation, or clarification of the Tender Documents by any other person whatsoever shall bind the Regional District in the interpretation of the Tender Documents.

- 3.2 Any requests for explanations, interpretations or clarifications made by Tenderers should be submitted in writing to the Regional District at least seven (7) calendar Days before Tender Closing to allow enough time for a response.
- 3.3 If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion or revision of the Tender Documents is required then the Regional District will issue a written addendum. Notice of the issuance of a written addendum, and the issued written addendum, will be posted on the Regional District of Nanaimo website www.rdn.bc.ca/current-bid-opportunities and the BC Bid website www.bcbid.gov.bc.ca. It is the sole responsibility of all prospective Tenderers to check for any addenda prior to submitting their Tender.
- 3.4 All Addenda issued by the Regional District shall be incorporated into and become part of the Tender Documents.
- 3.5 If a Tenderer finds any errors, omissions, or discrepancies in the Tender Documents, it shall immediately notify the Regional District in writing.
- 3.6 No oral explanation, interpretation, or clarification of the Tender Documents by any person whatsoever shall bind the Regional District in the interpretation of the Tender Documents.

PART 4 INSPECTION OF SITE

- 4.1 It is the responsibility of the Tenderer to examine the Work Site before submitting a Tender. It is the Tenderer's responsibility to be familiar with and allow for all site conditions which might affect the Work and the Tender. The Regional District will not

grant, and the Tenderer will not be entitled to any additional payments or extensions of time due to site conditions which were or would have been reasonably foreseeable upon a proper inspection of the Work Site by the Tenderer.

- 4.2 The submission of a Tender by the Tenderer shall be deemed to be an acknowledgement that the Tenderer has relied and is relying on its own examination of the Work Site, and all other matters related to the completion of Work.
- 4.3 The Tenderer shall comply with all applicable regulations of the Workers' Compensation Board of British Columbia while attending the Work Site.

PART 5 COMPLETION OF TENDER DOCUMENTS

- 5.1 The Tenderer should complete the Tender Form in ink or in type.
- 5.2 All prices are to be in Canadian currency. Prices shall include all necessary costs including but not limited to supply, fabrication and finishing, conveyance and delivery to the Work Site, packing, crating, freight, cartage, shipping charges, unloading, installation, overhead, profit and all tariffs, duties, and taxes (excluding GST) unless otherwise indicated, including British Columbia Provincial Sales Tax. The applicable Federal Goods and Services Tax shall be shown as a separate item in the Tender Price.

PART 6 BID SECURITY

- 6.1 The Tenderer shall submit, with its Tender, a deposit in the form of **a verifiable digital bid bond (the "Bid Bond")** in favour of the Regional District of Nanaimo signed and sealed by the Tenderer and the Tenderer's Surety. The form of Bid Bond shall be in the form acceptable to the Regional District. The Bid Bond shall equal ten percent (10%) of the Tender Price. **A verifiable digital Consent of Surety** shall also be submitted with the Tender. <https://suretycanada.com/SAC/Surety-Bonds/E-Bonding.aspx>
- 6.2 The Regional District will retain the Bid Bond of the successful Tenderer until:
- (1) the successful Tenderer has executed the Agreement;
 - (2) the successful Tenderer has provided all bonding and documentation in accordance with Section 00100, Clauses 15.2 and 15.3.
- 6.3 All bonds and documentation required by Section 00100, Part 6 shall be issued by a company licensed to transact business in the Province of British Columbia. **All required bonds and documentation should be verifiable and in a digital format as defined by the Surety Association of Canada. <https://suretycanada.com/SAC/Surety-Bonds/E-Bonding.aspx>. Scanned photocopies and facsimiles, including those under seal, may result in the rejection of the Tender.**

PART 7 BID RIGGING

- 7.1 The Tenderer's attention is directed to the Competition Act which provides that bid-rigging as defined in the Act is an indictable offence punishable upon conviction by a fine or imprisonment or both.
- 7.2 The Tenderer shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the bidder has an interest in the bidder's tender and prepare the tender without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Tender for the same work.

PART 8 SOLICITATION

- 8.1 The Tenderer may not make any representations or solicitations to any director, officer, or employee of the Regional District with respect to the Tender either before or after submission of the Tender except as provided herein. If any director, officer, employee, agent sub-contractor, supplier or other representative of the Tenderer communicates with any director, officer or employee of the Regional District or any consultant engaged by the Regional District in connection with this Invitation to Tender about this Invitation to Tender, other than the person named under Part 3 – Pre-Tender Enquiries and Addenda, the Regional District shall have the unfettered right, regardless of the nature of the communication, to reject the Tender submitted by the Tenderer.

PART 9 CONDITIONS OF TENDER

- 9.1 Tenders which contain qualifying conditions or otherwise fail to conform to the requirements of the Tender Documents may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration Tenders which are non-conforming because they do not contain the content or form required by the Tender Documents or for failure to comply with the process for submission set out in this Section 00100.

PART 10 SUBMISSION OF TENDER

- 10.1 Tenders should be submitted **via email** in PDF format with "26-033 & Regional Landfill Supply and Install of Intermediate Liner Cover" as the subject line to Jane Hamilton at jhamilton@rdn.bc.ca bearing the name of the firm bidding on or before on or before **3:00 p.m. local time on the September 2, 2026** (the "Tender Closing").
- 10.2 All Tenders shall be signed by authorized officers in the case of the Corporate Firm and in the case of an individual partnership or non-incorporated organization, shall be signed and witnessed.
- 10.3 It is solely the responsibility of the Tenderer to ensure that it has obtained, prior to the Tender Closing, all Addenda issued by the Regional District.

- 10.4 The Regional District may not accept an amendment to a previously submitted Tender unless:
- (1) it is in writing;
 - (2) it is electronically received via email prior to the Tender Closing with the email entitled: "26-033 & Regional Landfill Supply and Install of Intermediate Cover Liner—Tenderer's Name".
 - (3) it indicates a change to a Tender already submitted; and
 - (4) it is signed by the person or persons who signed the original Tender.
- 10.5 Tenderers shall be solely responsible for the completion and delivery of Tenders and any amendments in the manner and time specified by Section 00100, Part 10. No extension of the Tender Closing will be given to accommodate Tenderers or amendments to Tenders that do not comply with the requirements of Section 00100, Part 10.

PART 11 VARIATION TO TENDER DOCUMENT

- 11.1 If the Tenderer wishes to propose any variations to the specifications and/or terms and conditions, it should submit the proposed variations to the contact person for enquiries as identified in Section 00100, Clause 3.1 at least seven (7) calendar Days before the Tender Closing, otherwise the variations may not be considered by the Regional District. The acceptability of any such variations will be at the Regional District's sole and unfettered discretion.
- 11.2 Requested variations should be submitted in sufficient detail to facilitate evaluation by the Regional District.
- 11.3 Approved variations will be incorporated in the specifications and/or terms and conditions by the issuance of Addenda posted on the RDN website and BC Bid website.
- 11.4 Unless otherwise expressly stated in the Tender, the Tenderer agrees to accept without reservation or amendment, the whole of the specifications and Tender Documents.
- 11.5 Variations to the specifications not submitted in accordance with 11.1 above will only be considered if they are: (a) submitted by the otherwise wholly compliant and lowest bidder; (b) in sufficient detail and in the same format as the original specification, including cost implications, to facilitate evaluation by the Regional District; and (c) acceptable to the Regional District. Variations to the specifications not submitted in accordance with 11.1 and not in accordance with (a), (b) and (c) above will not be considered.

- 11.6 If the Regional District stipulates a completion date herein, and the Tenderer is unable to commit to this date, the Tenderer may submit a Tender stating the Tenderer's best possible completion date (Section 00200 Schedule 3 - Tenderer's Proposed Construction Schedule). The acceptability of such completion date will be at the Regional District's sole and unfettered discretion and may be justification for rejecting the Tender.

PART 12 IRREVOCABILITY OF OFFER

- 12.1 The Tender submitted by the Tenderer shall be irrevocable and remain open for acceptance by the Regional District for a period of 60 Days from the Tender Closing, whether another Tender has been accepted or not. If at any time after 60 Days from the Tender Closing, the Tenderer has not revoked its Tender in writing, the Regional District may accept the Tender.
- 12.2 If a Tenderer, for any reason whatsoever, purports to revoke its Tender within 60 Days from the Tender Closing, or if for any reason whatsoever a successful Tenderer does not execute and deliver the Agreement in accordance with Section 00100, Clause 15.1, the Regional District, without limiting any other remedy it may have under the Tender Documents or otherwise, shall be entitled to:
- (1) exercise its rights under any Bid Bond and retain the amount payable to the Regional District under the Bid Bond as liquidated damages; or
 - (2) require the Tenderer to pay to the Regional District an amount equal to the difference between the Tender price of its Tender and any other Tender which is accepted by the Regional District, if such other Tender is for a greater price, plus the total of all costs, expenses, and damages, including legal fees on a solicitor and own client basis, incurred by the Regional District because of or related to such revocation or failure by the Tenderer.

PART 13 TENDER OPENING

- 13.1 **Tenders will not be opened in public.** The Regional District of Nanaimo will endeavour to make available the results of the Tender to Bidders by 10:00 a.m. the business day following the Tender Closing. The Regional District of Nanaimo wishes to thank all Tenderers for their effort in responding to this bidding opportunity.

PART 14 ACCEPTANCE AND REJECTION OF TENDERS

- 14.1 Notwithstanding any other provision in the Tender Documents, any practice or custom in the construction industry, or the procedures and guidelines recommended for use on publicly funded construction projects, the Regional District, in its sole discretion, shall have the unfettered right to:
- (1) accept any Tender;

- (2) reject any Tender;
 - (3) reject all Tenders;
 - (4) accept a Tender which is not the lowest Tender;
 - (5) reject a Tender even if it is the only Tender received by the Regional District;
 - (6) accept all or any part of a Tender; and
 - (7) award all or a portion of the Work to any Tenderer.
- 14.2 If a Tender contains a defect or fails in some way to comply with the requirements of the Tender Documents, which in the sole and unfettered discretion of the Regional District is not material, the Regional District may waive the defect and accept the Tender.
- 14.3 Awards shall be made on Tenders that will, in the opinion of the Regional District, give the greatest value based on quality, service and price. In determining what constitutes greatest value, the Regional District may consider its previous experience with the Tenderer. Without limiting the generality of the foregoing, the Regional District may consider: the quality of work; the timeliness of completion; the number, scope, and reasonableness of requested change orders; public impact; compliance with applicable health, safety, labour, and environmental laws; environmental and social practices; and the number and reasonableness of any claims. The Regional District's previous experience with the Tenderer regarding its competence and cooperation may also be taken into consideration in determining greatest value. The Regional District reserves the right to rely upon its records, references, and recollections in this regard. The Regional District may also obtain references other than those provided by the Tenderer and may use these references in determining greatest value.
- 14.4 The Regional District, in its sole discretion, reserves the right to reject the Tender in the event the Regional District determines, acting reasonably on the information available to it, that the Tenderer is in material non-compliance with, or has been convicted of a material offence or violation of, health, safety, labour or environmental laws. The Regional District's judgment in this regard will be final.
- 14.5 The Regional District will notify the successful Tenderer in writing that its Tender has been accepted (the "Notice of Intent to Award").
- 14.6 No information about an award of a contract will be given out between the time of opening and the time an award has been made.

PART 15 SUCCESSFUL TENDERER REQUIREMENTS:

- 15.1 The successful Tenderer should execute and deliver the Agreement to the Regional District within ten (10) business days after it has received the Agreement from the

Regional District such time limit being extended only with the written approval of the Owner.

15.2 The successful Tenderer should submit to the Regional District of Nanaimo the following original documentation (facsimile or photocopy copies not acceptable) within seven (7) business days of the notification of the successful Tender under Section 00100, Clause 14.5:

- (1) Original Performance Bond and Labour and Material Payment Bond (the "Bonds") each of which shall equal fifty percent (50%) of the Contract Price, issued by a Surety licensed to transact the business of suretyship in the Province of British Columbia, in favour of the Regional District, signed and sealed by the successful Tenderer and the Tenderer's Surety. The form of Performance Bond and Labour and Material Payment Bond shall be in a form acceptable to the Regional District. The Performance Bond shall encompass the Warranty and Guarantee period and shall, in any event, be in effect for no less than two (2) years from the date of issuance of the Notice of Acceptance.
- (2) A certificate of General Liability insurance pursuant to "CCDC 41 – CCDC Insurance Requirements (2020)" with the Regional District of Nanaimo named as additionally insured.
- (3) A Workers' Compensation Board Clearance Letter of Clearance indicating good standing and remittance up to date.

15.3 The successful Tenderer shall not commence the Work until it has received a Notice to Proceed issued by the Regional District.

PART 16 AWARD OF CONTRACT

16.1 All contracts require the approval of the appropriate Regional District authority prior to award. Where a contract requires the approval of the Regional District's Board prior to award, the total price of any Tender and the reason for selecting the successful Tenderer may be released at a regular meeting of the Regional District's Board or a Committee of the Board.

16.2 Notwithstanding Clause 18.1(4) below, the Regional District reserves the right to release to the public the total price of any Tender, regardless of whether it was identified by the Tenderer as confidential. By submitting a Tender, each Tenderer consents to the release of the total price and, where applicable, information disclosable under the Act that is relevant to the selection of the successful Tenderer, to provide transparency in relation to expenditures of this type.

PART 17 FORM OF CONTRACT

17.1 The successful contractor will be expected to enter a CCDC2-2020 Stipulated Price Contract as amended herein in the "Supplementary General Conditions" section 00500.

PART 18 CONFIDENTIALITY AND SECURITY

18.1 The following conditions apply:

- (1) The Tender Documents, or any portion thereof, may not be used for any purpose other than submission of Tenders; and
- (2) The successful Tenderer must agree not to divulge or release any information that has been given to it or acquired by it on a confidential basis while carrying out the Work or performing its services.
- (3) It is the Regional District's policy to maintain confidentiality with respect to all confidential information related to the Tender, but the Tenderer acknowledges and agrees that the Tender becomes the property of the Regional District and any confidential information disclosed by it to the Regional District may be subject to a request for public disclosure under *the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165*, as amended from time to time (in this Clause and Clause 17.2, the "Act").
- (4) The Tenderer acknowledges that the Act provides an exemption from disclosure for information as specified in Section 21 of the Act. Accordingly, if any information supplied to the Regional District fits within Section 21 of the Act, the Tenderer must specifically advise the Regional District and request the Regional District not to disclose that information, however confidentiality cannot be guaranteed.

PART 19 DISCLAIMERS/LIMITATIONS OF LIABILITY

- 19.1 Neither acceptance of a Tender nor execution of an Agreement shall constitute approval of any activity or development contemplated in any Tender that requires any approval, permit, or license pursuant to any federal, provincial, regional district or municipal statute, regulation, or bylaw. It is the responsibility of the Contractor to obtain such prior commencement of the Work.
- 19.2 The Regional District, its directors, officers, servants, employees, agents, and consultants expressly disclaim all liability for representations, warranties, express or implied or contained in, or for omissions from this Tender or any written or oral information transmitted or made available at any time to a Tenderer by or on behalf of the Regional District. Nothing in this Tender is intended to relieve a Tenderer from forming its own opinions and conclusions in respect of this Tender.

- 19.3 Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, because of participating in this Invitation to Tender, and by submitting a Tender each Tenderer shall be deemed to have agreed that it has no claim.

PART 20 SUSTAINABLE PURCHASING PRACTICES

- 20.1 It is the Regional District's policy to ensure that procurement decisions for the supply of goods, services and construction consider economic considerations, as well as the Tenderer's environmental and social practices. The Regional District expects that each Tenderer has and will comply with internationally recognized labour conventions and recommendations of the International Labour Organization (ILO), of which Canada is a member, and any applicable legislation pertaining to workplace safety, health, labour and employment, human rights, and the environment. In Canada this includes but is not limited to the latest editions of the following: *Corruption of Foreign Public Officials Act* (Canada), *Human Rights Code* (BC), *Employment Standards Act*, *Workers Compensation Act* (BC), *Canadian Environmental Protection Act*, *Fisheries Act* (Canada), *Transportation of Dangerous Goods Act* (BC), *Transportation of Dangerous Goods Act*, (Canada), *Environmental Management Act* (BC).

PART 21 PRIME CONTRACTOR

- 21.1 The successful Contractor shall be deemed to be the Prime Contractor within the meaning of Part 3, Division 3, Section 118(1) of the Workers Compensation Act. The successful Contractor must be qualified and willing to assume this responsibility.

PART 22 HOURS OF WORK

- 22.1 No work shall be performed under the Contract between the hours of 6:00 p.m. and 7:00 a.m. of the following day or on Sundays, or statutory holidays except as authorized in writing by the Regional District at the Regional District's sole discretion.

PART 23 CONFLICT OF INTEREST

- 23.1 The Tenderer declares that it has no financial interest, directly or indirectly in the business of any third party that would be or be seen to be a conflict of interest in carrying out the services. It warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder, has any financial or personal relationship or affiliation with any elected official or employee of the Regional District or their immediate families which might in any way be seen by the Regional District to create a conflict.

PART 24 LITIGATION CLAUSE

24.1 The RDN may, in its absolute discretion, reject a Tender, if the Tenderer, or any officer or director of the Tenderer 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 Bid Call.

In determining whether to reject a Tender under this clause, the RDN will consider whether the litigation is likely to affect the Tenderer's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Tenderer 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 Tenderer.

PART 25 TENDER IRREGULARITIES

25.1 The Regional District may accept or waive a minor and inconsequential irregularity, or where practicable to do so, the Regional District may, as a condition of bid acceptance, request a Tenderer to correct a minor and inconsequential irregularity with no change in bid price. The determination of what is, or is not, a minor and inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a bid, shall be at the Regional District's sole discretion. The RDN reserves the right to correct any mathematical extension errors.

END OF SECTION

PART 1 TENDERER'S NAME

This Tender for Tender No. 26-033 Supply and Install of Intermediate Cover Liner, is hereby submitted by:

Company Name of Tenderer (please print)

Address of Tenderer

Telephone Number of Tenderer

Email Address of Tenderer

GST Registration Number

Authorized Signature

Date

Print Name

(the "Tenderer")

PART 2 TENDER DOCUMENTS

2.1 The Tender Documents for this Contract include the following:

- (1) All documents listed in Section 00001, Table of Contents
- (2) Addenda

PART 3 TENDERER'S DECLARATIONS

3.1 The Tenderer declares that it has read and understood and agrees to be bound by the Tender Documents.

- 3.2 The Tenderer declares that it has fulfilled and complied with all those obligations and requirements under the Tender Documents which are required to be fulfilled by the Tender Closing.
- 3.3 The Tenderer confirms, represents, and warrants that all information which it has provided or will provide to the Regional District is true and accurate in every respect.
- 3.4 If the Tender is accepted by the Regional District, the Tenderer shall commence the Work within 7 calendar Days of issuance of Notice to Proceed from the Regional District, unless the Notice to Proceed states otherwise.
- 3.5 The Tenderer agrees to be designated to be the Prime Contractor within the meaning of Part3, Division 3, Section 118(1) of the Workers Compensation Act and is qualified and willing to assume this responsibility.

PART 4 SCHEDULES

- 4.1 The immediately following Schedules, namely:

Schedule 1 - Schedule of Prices

Schedule 2 - Tenderer's Experience

Schedule 3 - Tenderer's Proposed Construction Schedule

shall form part of the Tender Documents.

- 4.2 The information contained in the Schedules may be used by the Regional District to assess the Tenderer's ability to perform the Contract and may be considered by the Regional District in its decision to award the Contract.
- 4.3 All prices are to be shown in Canadian currency.

SCHEDULE 1 - QUANTITIES AND PRICES

- 4.4 The Tenderer hereby submits a lump sum price as required by the specifications and agrees that this price will be used for payment of work through approved Progress Payments. Any Extra Work will require a change order procedure. The Tenderer agrees that the prices quoted shall remain in force until the date of completion of the Contract.
- 4.5 The Tenderer confirms that the Tender Price includes all necessary costs including but not limited to supply, fabrication and finishing, conveyance and delivery to Site, packing, crating, freight, cartage, shipping charges, off-loading, installation, construction, drafting charges, labour, overhead, profit, etc. and all tariffs, duties and taxes unless otherwise indicated, including British Columbia Provincial Sales Tax. The applicable Federal Goods and Services Tax shall be shown as a separate item to the Tender Price.
- 4.6 The Tenderer shall, within 7 Days of receipt of notice from the Regional District, submit to the Regional District a full and complete breakdown of the Tender Price showing the value assigned to each part of the Work including an allowance for profit and overhead. In submitting the breakdown, the Tenderer shall certify that the value assigned to each part of the Work represents the estimate of the actual cost, including profit and overhead, of performing that part of the Work. The Tenderer agrees that the progress of the Work will be measured by the Regional District or its authorized representative, whose decision will be final.

SCHEDULE 1 - QUANTITIES AND PRICES...continued

STIPULATED LUMP SUM PRICING

DESCRIPTION	PRICE (\$)
STIPULATED LUMP SUM PRICE	
GOODS AND SERVICES TAX @ 5%	
TOTAL PRICE	

The TENDER PRICE stated above will be used to compare submitted Tenders and to establish low bidder. The Regional District reserves the right to check the above extensions and additions and to make corrections as necessary. In the event a correction is made by the Regional District the corrected figure shall prevail and be used as the Tender Price in the Tenderer's Offer.

SCHEDULE 2 - TENDERER'S EXPERIENCE

The successful contractor or team must be regularly engaged in the Work described in the Tender Documents. The team must have completed three similar projects in the last 5 years. The following is a list of references that demonstrate the Tenderer's successful performance in comparable work. References should be similar in size, type and scope to the Work described in the Tender Documents.

1. Project Name: _____
Project Location: _____
Contract Sum: _____
Date Start: _____ Date Complete: _____
Owner Name: _____ Contact Ph. No.: _____
Project Engineer: _____ Contact Ph. No.: _____
Key Subcontractors
Used: _____

2. Project Name: _____
Project Location: _____
Contract Sum: _____
Date Start: _____ Date Complete: _____
Owner Name: _____ Contact Ph. No.: _____
Project Engineer: _____ Contact Ph. No.: _____
Key Subcontractors
Used: _____

SCHEDULE 2 - TENDERER'S EXPERIENCE...continued

3.	Project Name:			
	Project Location:			
	Contract Sum:			
	Date Start:		Date Complete:	
	Owner Name:		Contact Ph. No.:	
	Project Engineer:		Contact Ph. No.:	
	Key Subcontractors Used:			

SCHEDULE 3 - TENDERER’S PROPOSED CONSTRUCTION SCHEDULE

The following is the schedule of the major phases of Work which the Tenderer intends to follow if awarded the Contract. The Tenderer shall complete the following proposed construction schedule. (Please indicate time proposed to be taken in form of bars). Assume date of Notice of Intent to Award of September 2, 2026.

Key Tasks	September				October				November			

END OF SECTION

1.2 DESCRIPTION OF WORK

- Supply roll stock linear low-density 40 mil geomembrane liner or greater, including freight to Site, for an estimated coverage area of 22,000m².
- Install liner on areas directed by RDN staff with the potential for slopes up to 33% grade, including mobilization and de-mobilization of labour crew and supplies.
- All seams between rows of liner to be sealed with welding.
- Any liner penetrations will need to be completed and sealed. Liner penetrations may include 4" to 12" pipes, and 4' manholes barrels. Assume approximately 10 penetrations (final count to be confirmed).
- RDN staff will be responsible for subgrade preparation.
- RDN will provide machine operators and equipment to assist with the deployment of the liner as needed.
- It can be assumed the liner will not be backfilled and must meet a lifespan of up to 15 years before being removed.

Appendix A – Site Plan



1105 Cedar Rd. Nanaimo, BC, V9X 1K9

- **Red line indicates the approximate tarp area.**

END OF SECTION

The successful contractor will be expected to enter a CCDC2-2020 Stipulated Price Contract as amended herein in the “Supplementary General Conditions” section 00500 is included here by reference only.

END OF SECTION



SUPPLEMENTARY CONDITIONS TO CCDC2 – 2020 STIPULATED PRICE CONTRACT

Project Name: Regional Landfill Supply and Install of Intermediate Cover Liner

These Supplementary Conditions modify and amend the CCDC 2 – 2020 – Stipulated Price Contract between the parties and form a part of the *Contract*. In the event of any conflict between the provisions of any of the other *Contract Documents* and any provision of these Supplementary Conditions, the provision contained in these Supplementary Conditions shall govern.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

1. In Article A-5.2.1, replace subsections (1) and (2) with the following:

“(1) 2% per annum above the prime rate.”

DEFINITIONS

2. In the definition of ‘Contract Documents’, add the words “in writing” immediately after “...between the parties”.
3. In the definition of ‘Change Order’, delete the words “prepared by the Consultant and”.
4. Add the following definitions:

“Force Majeure Event

Force Majeure Event means an event that occurs after the effective date of this *Contract*, is not caused by and is beyond the reasonable control of the party claiming the *Force Majeure Event* and could not be prevented or overcome by the exercise of due diligence by the party claiming the *Force Majeure Event*. *Force Majeure Events* include adverse weather occurring of a magnitude having a statistical reoccurrence that is less frequent than 1-in-25 years, collective bargaining disputes, earthquake, epidemic or pandemic, explosion, fire, flood, landslides or similar geotechnical events, and lightning, but do not include lack of funds or escalation in prices of material unless such escalation in prices is caused by one of the listed *Force Majeure Events*.”

“Milestone Dates

Milestone Dates means any date specified in the *Contract Documents* for completion of the *Work*, or a portion of the *Work*, including the date for *Substantial Performance of the Work* and date for attainment of *Ready-for-Takeover*.”

GENERAL CONDITIONS

5. In GC 1.1.5.1, move “Supplementary Conditions” to the top of the list, such that it appears above “the *Agreement* between *Owner* and *Contractor*”.
6. Delete the contents of GC 1.1.10 entirely and insert the word "Reserved".
7. In GC 2.2.11, add the following after the last sentence:

“The failure of the *Consultant* to exercise its authority under this GC 2.2.11 shall not relieve the *Contractor* of its obligation to perform the *Work* in accordance with the *Contract*.”
8. Add new GC 2.2.19 as follows:

“2.2.19 Provisions contained in GC 2.2.1 through GC 2.2.18 are only intended to create rights and responsibilities as between the *Owner* and *Contractor*. Nothing in GC 2.2.1 through GC 2.2.18 is intended to create any rights as between the *Owner* and *Consultant* or as between the *Consultant* and *Contractor*.”
9. Add new GC 2.3.8 as follows:

“2.3.8 For clarity, any review or inspection of the *Work* shall be for the *Owner’s* benefit only and shall not relieve the *Contractor* of its obligation to perform the *Work* in accordance with the *Contract*.”
10. Delete the contents of GC 3.4.1.1 entirely and insert the following:

“.1 prepare and submit to the *Owner* within ten (10) *Working Days* after the date of execution of the *Agreement*, a construction schedule to the reasonable satisfaction of the *Owner* that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their interrelationship to demonstrate the *Work* will be performed in conformity with the *Contract Time* including meeting all *Milestone Dates*;
11. Add new GC 3.4.2 – GC 3.4.4 as follows:

“3.4.2 Time shall be of the essence in this *Contract*.

3.4.3 The *Contractor* shall perform the *Work* in such a manner that progress of *Work* is consistent with the construction schedule, and all *Milestone Dates* are met.

3.4.4 A failure by the *Contractor* to meet GC 3.4.3 shall be deemed to be a default to which the provisions of GC 7.1.2 to GC 7.1.6 (inclusive) apply.”
12. Delete the contents of GC 5.1 entirely and insert the word "Reserved".

13. Add the following at the end of GC 5.2.7:

"If the Owner reasonably believes that the Contractor has not paid, or is likely not to pay, Subcontractors duly owed payments in a timely manner, the Owner may demand and the Contractor must provide a breakdown of each application for payment, whether past or future, indicating what portion of the amount claimed under that application of payment is attributed to which Subcontractor."

14. In GC 5.3.1.1, replace the last instance of "Owner" with "Consultant".

15. Add the following as new GC 5.3.2:

"5.3.2 To the extent of payment received by the Contractor on account of work by Subcontractors, Contractor shall: (i) within seven (7) calendar days of receiving such payment, pay each of its Subcontractors the amount to which Subcontractor is entitled.

The Contractor shall indemnify, defend and hold harmless the Owner from and against any claims, damages, suits or losses the Owner may suffer as a result of the breach of the Contractor's obligation under the preceding sentence or a payment made by the Owner in reliance on an inaccurate or false statutory declaration required under GC 5.2.7. The amount of payment by the Owner in reliance on a false or inaccurate statutory declaration shall be deemed not to have been due to the Contractor, and the Owner may recover such amounts by setting off against any future payments due to the Contractor."

16. Add the following as new GC 5.3.3:

"5.3.3 As a further condition of payment, there shall be no liens or other encumbrances registered against title to any part of the Place of the Work or any property of the Owner arising from or connected with the Work, other than those caused by non-payment by the Owner. In the event that a lien or encumbrance has been registered, the Contractor shall take all steps necessary, including the payment of alternate security into a court of competent jurisdiction, to have such lien or encumbrance immediately discharged. No further payments shall be made while such lien or encumbrance remains registered."

17. Delete the contents of GC 5.4.2 entirely and insert the word "Reserved".

18. Add new GC 5.4.7 as follows:

"5.4.7 Prior to Substantial Performance of the Work and in addition to the lien holdback, a deficiency holdback shall be established for Work determined by the Consultant to be defective or incomplete (the "Deficiency Holdback"). The Consultant shall establish the

amount of the *Deficiency Holdback* at 150% of the estimated cost to rectify the defective work and can finish incomplete *Work* using the services of another contractor or the *Owner's* own forces. No part of the *Deficiency Holdback* shall become payable to the *Contractor* until all of the defective *Work* is corrected and all of the *Work* is complete. If the defective or incomplete *Work* is not corrected or completed within a reasonable time as determined by the *Consultant*, then all or a portion of the *Deficiency Holdback* as determined by the *Consultant* may be retained by the *Owner* to be applied against the cost suffered by the *Owner* to correct or complete the *Work*."

19. In GC 5.5.3, replace "*Owner*" with "*Consultant*".
20. In GC 5.7.1, after "No payment by the *Owner*", add "or certification by the *Consultant*".
21. Add new GC 6.1.3 and 6.1.4 as follows:
 - 6.1.3 Subject to GC 6.1.4, the *Contractor* shall not be entitled to rely on any oral representation, site meeting discussion, site meeting minutes or other communication except for a *Change Order* or *Change Directive* before proceeding with a change to the *Work*.
 - 6.1.4 In an emergency where it is impractical to issue a *Change Order* or *Change Directive*, as determined by the *Consultant*, the *Consultant* may issue an oral direction that the *Contractor* shall follow. In such event the *Consultant* shall issue a *Change Directive* at the first opportunity upon the *Owner's* approval.
22. In GC 6.5.3.3, replace .1 through .4 with "a *Force Majeure Event*,".
23. Add new GC 6.5.6 - GC 6.5.7 as follows:
 - "6.5.6 If the *Work* is not progressing in a manner that meets the construction schedule and it appears reasonably likely that one or more *Milestone Dates* will not be achieved, the *Owner* may, in its sole discretion, request the *Contractor* by *Notice in Writing* to provide a recovery plan that demonstrates what measures the *Contractor* shall undertake and how such measures will enable the *Contractor* to comply with GC 3.4.3. The *Contractor* shall submit such recovery plan within 10 *Working Days* after receiving a written from the *Owner*. For certainty, the request for a recovery plan under this paragraph shall not entitle the *Contractor* to any extension of the *Contract Time* or modification of *Milestone Dates*.
 - 6.5.7 The *Contractor* shall implement the measures outlined in the recovery plan described in GC 6.5.6 at its own cost.

24. Add new GC 7.1.7:

“7.1.7 If the conditions for the *Owner* to give *Notice in Writing* under GC 7.1.4 have been met, the *Owner* may require the *Contractor* by *Notice in Writing* to temporarily suspend the performance of *Work*, or any portion thereof. Provided the *Contractor* has not corrected the pertinent default or otherwise complied with its obligations set out in GC 7.1.3, such suspension may continue for a continuous period of 30 calendar days, during which any additional cost incurred by the *Contractor* shall be borne by the *Contractor*. If the *Owner* gives *Notice in Writing* to *Contractor* to cease the suspension, the *Contractor* shall immediately commence performance of *Work*.”

25. Delete the contents of GC 7.2.3.1 entirely and insert the word “Reserved”.

26. Delete GC 8.3.8.

27. In GC 9.1.3, after “the *Owner’s* property” add “, the property of others at the *Place of Work*”.

28. Add the following sentence at the end of GC 9.4.1:

“The *Contractor* shall be the “prime contractor” under the *Workers Compensation Act*, RSBC 2019, c 1, for the *Place of the Work* and fulfill all the obligations of the “prime contractor” under the said statute, including by ensuring that the activities of any employers, workers and other persons at the *Place of the Work* relating to occupational health and safety are coordinated and by doing everything that is reasonable possible to establish and maintain a process that shall ensure compliance with that statute and regulations thereunder.”

29. Delete GC 9.4.5 entirely.

30. Delete all paragraphs under GC 11.1 and insert the following:

“11.1.1 Without restricting the generality of GC 13.1 INDEMNIFICATION, the *Contractor* shall obtain and pay for the following insurance coverages:

- .1 Commercial General Liability providing coverage with a limit of not less than \$10,000,000 million inclusive per occurrence for bodily injury and property damage on an all-risk basis. This insurance will include the *Owner* as additional insured with respect to liability arising out of the operations of the *Contractor*.
- .2 Motor-vehicle insurance providing coverage to a minimum of \$5,000,000 million against third-party liability for bodily injury and property damage for each motor-vehicle owned or operated by the *Contractor* in connection with this *Contract*.
- .3 Course of construction insurance (Builder’s Risk) providing coverage to a minimum of 100% of the *Total Contract Price* covering all materials, property, structures, and

equipment purchased for or forming part of the *Work*, while in transit or storage and during construction, erection, installation and testing until completed and handed over and accepted by the *Owner*. The coverage shall include as a protected entity, the *Owner*, the *Consultant*, and each *Subcontractor* who is engaged in the *Work*. The coverage will contain a waiver of subrogation against all protected entities except where a loss is deemed to have been caused by or resulting from any error in design or any other professional error or omission.

- .4 The *Contractor* is responsible for Equipment Breakdown (Boiler and Machinery) Insurance.

11.1.2 Unless specified otherwise, the *Contractor* shall maintain the insurance coverages listed in 11.1.1 from the date of commencement of the *Work* until the date of final certificate for payment.

11.1.3 The *Contractor* shall provide the *Owner* with proof of insurance in a form acceptable to the *Owner* prior to the commencement of the *Work* and upon request of the *Owner* for the duration of this *Contract*.

11.1.4 If the *Contractor* hires a sub-contractor to perform any of the *Work*, the *Contractor* shall, in turn, require such sub-contractor to maintain insurance coverages under the same terms listed in 11.1.1.

11.1.5 The *Contractor* shall be responsible for any deductible amounts under the policies of coverage and insurance.”

- 31. Add new GC 11.2 as follows:

“GC 11.2 CONTRACT SECURITY

11.2.1 The *Contractor* shall, before execution of the *Agreement*, provide to the *Owner* the following security:

- .1 a performance bond, in the form of CCDC 221 or an equivalent format reasonably acceptable to the *Owner* and in the amount of 50% of the *Total Contract Price*; and
- .2 a labour and material payment bond, in the form of CCDC 222 or an equivalent format reasonably acceptable to the *Owner* and in the amount of 50% of the *Total Contract Price*.”

- 32. Add new GC 12.1.1.9:

.9 All the *Work*, including the resolution of any known defects or deficiencies, is completed, except those items which may arise under GC-12.3 – WARRANTY.

- 33. In GC 12.3.1, replace “one year” with “two years”.



34. In GC 12.3.6, replace “one year” with “two years”.
35. In GC 13.1.1.1(1), replace “negligent acts or omissions” with “the negligent acts, omissions, or willful misconduct”.
36. In GC 13.1.2.2, delete its contents entirely and insert the following:
 - “.2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the *Contract Price*.”

END OF REVISED SUPPLEMENTARY CONDITIONS

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: December 14, 2020

1. General liability insurance shall be with limits of not less than \$10,000,000 per occurrence, an aggregate limit of not less than \$10,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Manned Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$10,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. Unmanned aerial vehicle liability insurance with respect to owned or non-owned aircraft (if used directly or indirectly in the performance of the *Work*), shall have limits of not less than \$5,000,000 per occurrence or accident for bodily injury, death and damage to property or such amounts as required by any applicable law or regulation.
5. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
6. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy including hot testing and commissioning.
7. Contractors' equipment insurance coverage written on an "all risks" basis covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
8. Contractors' Pollution liability insurance shall have limits of not less than \$5,000,000 per occurrence for bodily injury, death and damage to property.

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