Form of Tender



Form of Tender

Tender No. 73618

Pavement Rehabilitation: Haversley, Seaforth & Charland

Summary

Name of *Contractor*: _____

 Tender Price (exclude GST):
 \$

 (FROM APPENDIX 1 OF FORM OF TENDER)

Tender submitted must be accompanied by a copy of the original 10% Bid Bond and will be received

> On or before 2:00 pm (local time) Tuesday, February 6, 2024

Instructions for Tender Submission

Tender submissions are to be consolidated into one (1) .pdf file and uploaded electronically through QFile, the City's file transfer service accessed at website: gfile.coguitlam.ca/bid

- 1. In the "Subject Field" enter: Tender Number and Name
- 2. Add consolidated Tender file in PDF format, and Appendix 1 in XLS format, and Send (ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete and was sent to the correct email address: bid@coquitlam.ca)

Tenderers are responsible to allow ample time to complete the Tender submission process. If assistance is required, phone 604-927-3037.

> THE CITY OF COQUITLAM 3000 Guildford Way Coquitlam, B.C. V3B 7N2

February 2024

Contract Name: Pavement Rehabilitation: Haversley, Seaforth & Charland Reference No. 73618

TO OWNER:

1 WE, THE UNDERSIGNED:

1.1 have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers, the City of Coquitlam Supplementary General Conditions, the City of Coquitlam Supplementary Contract Specifications, the specified edition of the "Master Municipal Construction Documents – General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:

(ADDENDA, IF ANY)

- 1.2 shall fully disclose any actual or potential conflicts of interest and existing business relationships we may have with the City, their elected or appointed officials or employees:
- 1.3 have full knowledge of the *Place of the Work*, and the *Work* required; and
- 1.4 have complied with the Instructions to Tenderers; and

2 ACCORDINGLY WE HEREBY OFFER:

- 2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and
- 2.2 to achieve *Substantial Performance* of the *Work* on or before **June 30, 2024** and
- 2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Appendix 1, the "*Schedule of Quantities and Prices*", plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes *GST*.

3 WE CONFIRM:

3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.

3.2 that we understand and agree that the owner is in no way obliged to accept this Tender.

4 WE CONFIRM:

- 4.1 that the following Appendices are attached to and form a part of this tender:
 - 4.1.1 the Appendices as required by paragraph 5.3 of the Instructions to Tenderers Part II; and
 - 4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers Part II.
 - 4.1.3 the Certificate of Compliance on the form provided in Appendix 7 of this Form of Tender.

5 WE AGREE:

- 5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of <u>60</u> calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another Tenderer is accepted by the *Owner*. If within this period the *Owner* delivers a written notice ("*Notice of Award*") by which the *Owner* accepts our tender we will:
 - 5.1.1 within **15** *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:
 - a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, 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*;
 - b) a "clearance letter" indicating that the Tenderer is in WCB compliance; and
 - c) a copy of the insurance policies as specified in SGC Section 24 indicating that all such insurance coverage is in place and;
 - d) a letter confirming the *Contractor* as "Prime Contractor" for the Contract as specified in SGC Section 21.2.1.
 - 5.1.2 within **2** *Days* of receipt of written "*Notice to Proceed*", or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and
 - 5.1.3 sign the Contract Documents as required by GC 2.1.

6 WE AGREE:

- 6.1 that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:
 - 6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or
 - 6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*,

then such failure or refusal will be deemed to be a refusal by us to enter into the *Contract* and the *Owner* may, on written notice to us, award the *Contract* to another party. We further agree that, as full compensation on account of damages suffered by the *Owner* because of

such failure or refusal, the *Bid Security* shall be forfeited to the *Owner*, in an amount equal to the lesser of:

- 6.1.3 the face value of the *Bid Security*; and
- 6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

7 OUR ADDRESS is as follows:

Phone	:					
Email:						
Attent	tion:					
This Te	ender is e	executed this	day of	, 20		
Contra	actor:					
(FULL I	LEGAL NA		ATION, PARTNERS	HIP OR INDIVIDUAL)	
(AUTH		GIGNATORY)				
		GIGNATORY)				
(AUTH	IORIZED :					
		DIGINATORT				
	ONFIRM:	MUNATORT)				
	ONFIRM:		Tax (GST) registr	ation status is as fol	lows:	
WE CO	ONFIRM:	ods and Services	-	ation status is as fol T Registration Num		
WE CO	DNFIRM : our Go	ods and Services	-			
WE CO	ONFIRM: our Go 8.1.1	ods and Services	n purposes, our G			
WE CO	ONFIRM: our Go 8.1.1	ods and Services for information	n purposes, our G			

(AUTHORIZED SIGNATORY)

8

Appendix 1

FORM OF TENDER

CONTRACT 73618

Pavement Rehabilitation: Haversley, Seaforth & Charland

SCHEDULE OF QUANTITIES AND PRICES

(see paragraph 5.3.1 of the Instruction to Tenderers)

(All prices and quotations including the Contract Prices shall Exclude GST)

(Should there be any discrepancy in the information provided, the City's original file copy shall prevail)

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ITEM NO.	MMCD Ref./ (SS)	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
16.00	32 12 13.1	ASPHALT TACK COAT				
16.01	(1.5.4)	Asphalt Tack Coat - Emulsified Asphalt	sq.m	850		
17.00	32 12 16	HOT-MIX ASPHALT CONCRETE PAVING				
17.01	(1.5.1)	Asphalt Pavement MMCD UC#1, 75mm	tonne	155		
	1.5.4	Extruded Asphalt Concrete Curb (Full Height and Letdown Height)	l.m.	50		
18.00	33 44 015	MANHOLES AND CATCHBASINS				
18.01	(1.5.3.3)	Catch Basin Frame and Grate Replacement & Adjustment (Provisional)	ea.	2		
	TREHABILITATION 31 22 16S					
19.00		RESHAPING GRANULAR ROADBED				
19.01	(1.4.1)	Reshaping Granular Roadbed	sq.m	3320		
20.00	31 24 13S	ROADWAY EXCAVATION, EMBANKMENT, & COMPACTION				
20.01	(1.8.10)	Common Excavation - Remove and Replace Unsuitable Subgrade (Provisional)	cu. m	180		
21.00	32 01 16.7S	COLD MILLING				
21.01	(1.5.4)	Full Depth Milling (Maximum 100mm Deep) (Including Removal of Granular/Native Materials)	sq.m	3320		
22.00	32 11 235	GRANULAR BASE				
22.00	(1.4.3)	19mm Minus Crushed Minus Granular Base	tonne	180		
22.01	(1.4.5)	19mm Minus Crushed Minus Granular Base - Gravel Shoulder (Provisional)	tonne	45		
22.02	(1.4.5)		tonne			
23.00	32 12 13.1	ASPHALT TACK COAT				
23.01	(1.5.1)	Asphalt Tack Coat - Emulsified Asphalt	sq.m	3320		
24.00	32 12 16S	HOT-MIX ASPHALT CONCRETE PAVING				
24.01	(1.5.1)	Asphalt Pavement MMCD UC#1, 75mm	tonne	611		
25.00	32 17 235	PAINTED PAVEMENT MARKINGS				
25.01	(1.5.3)	Supply & Install Thermoplastic Pavement Markings	l.s.	1		
26.00	33 44 01S	MANHOLE AND CATCH BASINS				
26.01	1.5.3.1	Replace Manhole Frame and Cover (Provisional)	ea.	6		
26.02	1.5.3.2	Replace Valve Box (Provisional)	ea.	5		

Total Tendered Price (exclude GST): (Transfer the amount to Form of Tender Summary Page 1)

Name of Contractor:

FORM OF TENDER

Contract 73618

Pavement Rehabilitation: Haversley, Seaforth & Charland

PRELIMINARY CONSTRUCTION SCHEDULE (See paragraph 5.3.2 of the Instructions to Tenderers)

INDICATE SCHEDULE WITH BAR CHART WITH CONSTRUCTION DURATIONS

Contractor To Specify a 2 Week (Maximum) Construction Window for Each Road												
Construction Activity	April			May			June					
2024	1	2	3	4	1	2	3	4	1	2	3	4
Haversley												
Seaforth												
Charland												

Substantial Completion Date: June 30, 2024

Proposed Disposal Site:

FORM OF TENDER

Contract 73618

Pavement Rehabilitation: Haversley, Seaforth & Charland

EXPERIENCE OF SUPERINTENDENT (See paragraph 5.3.3 of the Instructions to Tenderers)

Proposed Project Superintendent

List of Project Experience

PROJECT:	Dates:	
Work Description:		
Responsibility:		
Owner/Reference:	Phone No:	

PROJECT:	Dates:	
Work Description:		
Responsibility:		
Owner/Reference:	Phone No:	

PROJECT:	Dates:	
Work Description:		
Responsibility:		
Owner/Reference:	Phone No:	

FORM OF TENDER

Contract 73618

Pavement Rehabilitation: Haversley, Seaforth & Charland

CONTRACTOR'S COMPARABLE WORK EXPERIENCE

(See paragraph 5.3.4 of the Instructions to Tenderers)

PROJECT:	VALUE (\$:
OWNER:	Phone Number	
Work Description:		

PROJECT:	VALUE (\$):	
OWNER:	Phone Number:	
Work Description:		

PROJECT:	VALUE (\$):	
OWNER:	Phone Number:	
Work Description:		

PROJECT:	VALUE (\$):	
OWNER:	Phone Number:	
Work Description:		

FORM OF TENDER

Contract 73618

Pavement Rehabilitation: Haversley, Seaforth & Charland

<u>SUBCONTRACTORS</u> (See paragraph 5.3.5 of the Instructions to Tenderers)

Trade:	Tender Item:	
Work Description:		
Subcontractor:	Phone No:	

Trade:	Tender Item:	
Work Description:		
Subcontractor:	Phone No:	

Trade:	Tender Item:	
Work Description:		
Subcontractor:	Phone No:	

Trade:	Tender Item:	
Work Description:		
Subcontractor:	Phone No:	

Trade:	Tender Item:	
Work Description:		
Subcontractor:	Phone No:	

FORM OF TENDER

Contract 73618

Pavement Rehabilitation: Haversley, Seaforth & Charland

Bid Bond

NO. _____

\$_____

KNOW ALL MEN BY THESE PRESENTS THAT

As Principal, hereinafter called the Principal, and

As Surety, hereinafter called the Surety, are held and firmly bound unto

As Obligee, hereinafter called the Obligee, in the amount of

Dollars (\$) lawful money of

Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a written Tender to the Obligee, dated the ______ day of _____, 2024, for Contract ______

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall have the Tender accepted within sixty (60) days from the Closing Date of Tender and the said Principal will, within the time required, enter into a formal contract and give good and sufficient bonds to secure the performance of the terms and conditions of the Contract, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of six (6) months from the date of this Bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Attorney-In-Fact,		
this	day of	, 2024.
SIGNED, SEALE	D AND DELIVERED e of:	
))	PRINCIPAL
)	SURETY

FORM OF TENDER

Contract 73618

Pavement Rehabilitation: Haversley, Seaforth & Charland

CERTIFICATE OF COMPLIANCE for CONTRACT INSURANCE

This is provided for information to certify that the Tenderer does hereby undertake and agree to supply to the City of Coquitlam, upon award, contract insurance listed below for the project requirements indicated:

Contract Number: 73618

Contract Name: Pavement Rehabilitation: Haversley, Seaforth & Charland

Description of Work:

- Asphalt Milling Approx. 5,580 square metres
- Asphalt Paving Approx. 1,075 tonnes
- Extruded Asphalt Curb Construction Approx. 50m
- Steel Casting Replacements (Provisional) Approx. 13 each

Other miscellaneous and incidental work as contained in the Contract Documents

Commercial General Liability:	\$5,000,000 limit		
Special Coverage Required:	YES NO Special Coverage Description		
	() (X) Shoring and Underpinning Hazard		
	() (X) Pile Driving and Vibrations		
	() (X) Excavation Hazard		
	() (X) Demolition		
	() (X)Blasting		

We also certify that the insurance coverage will meet the requirements of the Supplementary General Conditions Section 24 – Insurance, included as part of the Contract Documents, and that the proof of insurance will be provided on the City of Coquitlam Certificate of Insurance form, without amendments, except for the exclusions noted above.

Name of Tenderer (printed)

Authorized Signature

Date