

Form of Tender



Form of Tender

Tender No. 81294

Harbour Drive Retaining Wall Replacement

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)

Thursday, June 13, 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: qfile.coquitlam.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.

June 2024

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

(FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT - TO BE USED ONLY WITH THE GENERAL CONDITIONS
AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

Contract Name: Harbour Drive Retaining Wall Replacement
Reference No.: 81294

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 **August 31, 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 **60** 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: _____

Attention: _____

This Tender is executed this _____ day of _____, 20____.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

8 WE CONFIRM:

8.1 our Goods and Services Tax (GST) registration status is as follows:

8.1.1 for information purposes, our GST Registration Number is:

(GST REGISTRATION NUMBER)

or;

8.1.2 by signature hereunder, we certify we are **not required** to provide a registration number:

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Appendix 1
FORM OF TENDER
Contract 81294
Harbour Drive Retaining Wall Replacement
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)

ITEM NO.	MMCD Ref./ (S. Specs)	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.00	01 55 00S	TRAFFIC CONTROL, VEHICLE ACCESS AND PARKING				
1.01	(1.5.1)	Traffic Control and Management (including temporary 6-foot construction fencing)		Incidental to Contract		
2.00	01 57 01S	ENVIRONMENTAL PROTECTION				
2.01	(1.6.1)	ESC supply & installation, maintenance and removal		Incidental to Contract		
3.00	01 58 01S	PROJECT IDENTIFICATION				
3.01	(1.3.1)	Construction Zone Information Signs	ea.	3		
4.00	31 11 01S	CLEARING AND GRUBBING				
4.01	(1.4.1)	Remove, trim, and disposal of existing vegetation (branches, stumps, hedges, shrubs)	L.S.	1		
5.00	31 23 17	ROCK REMOVAL				
5.01	1.6	Rock Removals (Provisional)	cu.m.	8		
6.00	31 32 19S	GEOSYNTHETICS				
6.01	(1.6.2)	Engineered Slope Installation (includes excavation and disposal, structural fill import and placement, supply & install of Engineered Slope components as described in Contract Drawings)	L.S.	1		
7.00	32 31 13S	CHAIN LINK FENCES AND GATES				
7.01	(1.5.1)	Chain Link Fence (1.2m high, powder-coated black at #1455 Harbour Dr Backyard)	L.M	8		
7.02	(1.5.1)	Chain Link Fence (1.5m high, galvanized at #1445 Harbour Dr Backyard) - (Provisional)	L.M	6		
7.03	(1.5.2)	Chain Link Fence Gate (Maintenance Access at #1455 Harbour Dr Backyard, powder-coated black)	ea.	1		
7.04	(1.5.5)	Supply & Installation of new 1.8m tall Wood Privacy Fence and Gates	L.M	18		
7.06	(1.5.5)	Supply & Installation of new 1.2m tall Wood Picket Fence (Provisional)	L.M	14		
8.00	32 91 21S	TOPSOIL AND FINISH GRADING				
8.01	(1.4.1)	Topsoil for Sodding - Backyard (150mm thick)	cu.m.	20		
9.00	32 93 01S	SODDING				
9.01	(1.8.1)	Sod - Backyard (Provisional)	sq.m.	180		
10.00	32 93 01S	PLANTING OF TREES, SHRUBS AND GROUND COVERS				
10.01	(1.9.1)	Supply & planting of new Privacy Hedges at #1445 Harbour Dr (Provisional)	ea.	11		
10.02	(1.9.1)	Supply & planting of new Rhododendron Plant	ea.	1		

Total Tendered Price (exclude GST): _____

(Transfer the amount to Form of Tender Summary Page 1)

Name of Contractor: _____

APPENDIX 2

FORM OF TENDER

**Contract 81294
Harbour Drive Retaining Wall Replacement**

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

INDICATE SCHEDULE WITH BAR CHART WITH CONSTRUCTION DURATIONS

Construction Activity	July					August			
	1	2	3	4	5	1	2	3	4

Substantial Completion Date: **August 31, 2024**

Proposed Disposal Site: _____

APPENDIX 3

FORM OF TENDER

**Contract 81294
Harbour Drive Retaining Wall Replacement**

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.:	

APPENDIX 4

FORM OF TENDER

Contract 81294
Harbour Drive Retaining Wall Replacement

CONTRACTOR'S COMPARABLE WORK EXPERIENCE
(See paragraph 5.3.4 of the Instructions to Tenderers)

PROJECT:		VALUE (\$):	
OWNER:		Phone No.:	
Work Description:			

PROJECT:		VALUE (\$):	
OWNER:		Phone No.:	
Work Description:			

PROJECT:		VALUE (\$):	
OWNER:		Phone No.:	
Work Description:			

PROJECT:		VALUE (\$):	
OWNER:		Phone No.:	
Work Description:			

APPENDIX 5

FORM OF TENDER

**Contract 81294
Harbour Drive Retaining Wall Replacement**

SUBCONTRACTORS

(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.:	

APPENDIX 6

FORM OF TENDER

Contract 81294
Harbour Drive Retaining Wall Replacement

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 Oblige, hereinafter called the Oblige, 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 Oblige, 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 Oblige the difference in money between the amount of the bid of the said
Principal and the amount for which the Oblige 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, SEALED AND DELIVERED

In the presence of:

)

)

)

)

)

PRINCIPAL

SURETY

APPENDIX 7

FORM OF TENDER

**Contract 81294
Harbour Drive Retaining Wall Replacement**

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: **81294**

Contract Name: **Harbour Drive Retaining Wall Replacement**

Description of Work:

- Excavation & Disposal of Existing Retaining Wall
- Supply & Installation of Reinforced Slope with Geogrid
- Yard Grading and Restorations
- All other miscellaneous and incidental works as contained in the Contract Documents

Commercial General Liability: **\$5,000,000 limit**

Special Coverage Required:	<u>YES</u>	<u>NO</u>	<u>Special Coverage Description</u>
	()	(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