

Form of Tender



Form of Tender

Tender No. 84499

Nelson & Como Creek Flood Boxes

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)
Wednesday, July 7, 2021**

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 or fax 604-927-3035.

July 2021

THE CITY OF COQUITLAM
3000 Guildford Way
Coquitlam BC 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: Nelson & Como Creek Flood Boxes

Reference No. 84499

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 **October 1, 2021**; 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: _____ - _____ - _____

Fax: _____ - _____ - _____

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 84499
Nelson & Como Creek Flood Boxes****SCHEDULE OF QUANTITIES AND PRICES**

(see paragraph 5.3.1 of the Instruction to Tenderers)

(All Tender and Contract Prices shall NOT include GST. GST will apply upon payment)

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

ITEM NO.	MMCD Ref. / (Supp. Specs)	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED AMOUNT
1.00	01 53 01	TEMPORARY FACILITIES				
1.01	SSP 1.9.2	Temporary Isolation and Bypass Works (Como Creek)	l.s.	1		
1.02	SSP 1.9.2	Temporary Isolation and Bypass Works (Nelson Creek)	l.s.	1		
2.00	01 55 00	TRAFFIC CONTROL, VEHICLE ACCESS AND PARKING				
2.01	1.5.1	Traffic Control and Management				Incidental to Contract
3.00	01 57 01	ENVIRONMENTAL PROTECTION				
3.01	1.6.1	Conformance to PEMP and WSA Approval Requirements Including Use of BMPs, Creation of Approved ESC Plan, and Supply, Install, & Removal of ESC Materials	l.s.	1		
4.00	01 58 01	PROJECT IDENTIFICATION				
4.01	1.3.1	Construction Zone Information Signs	ea	2		
5.00	03 30 20	CONCRETE WALKS, CURBS AND GUTTERS				
5.01	1.4.3	Concrete Curb & Gutter - Rollover Curb – MMCD C4	l.m	12		
6.00	03 30 53	CAST-IN-PLACE CONCRETE				
6.01	SSP 1.5.6	Cast-In-Place Concrete (Como Creek)	l.s.	1		
6.02	SSP 1.5.6	Cast-In-Place Concrete (Nelson Creek)	l.s.	1		
7.00	31 11 01	CLEARING AND GRUBBING				
7.01	1.4.1	Clearing and Grubbing (Como Creek)	l.s.	1		
7.02	1.4.1	Clearing and Grubbing (Nelson Creek)	l.s.	1		
8.00	31 24 13	ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION				
8.01	1.8.4	Remove and Dispose of Handrails Off-Site (Como Creek)	l.s.	1		
8.02	1.8.4	Remove and Dispose of Handrails Off-Site (Nelson Creek)	l.s.	1		
8.02	1.8.4	Remove and Dispose of Existing 1050 Manhole Off-Site	ea	1		
8.03	1.8.5	Common Excavation - Offsite Disposal	cu.m	15		
8.04	1.8.7	Import Embankment Fill (75mm Minus) (Provisional)	tonne	15		
9.00	32 11 23	GRANULAR BASE				
9.01	1.4.2	19mm Clear Crushed Gravel (75mm Thick)	sq.m	185		
10.00	32 12 16	HOT MIX ASPHALT CONCRETE PAVING				
10.01	(1.5.3)	Slot-Pave 75mm MMCD LC# 1 (includes 100mm Base and 200mm Subbase)	tonne	2.2		
10.02	(1.5.3)	Slot-Pave 50mm MMCD UC# 1 (Includes 200mm Key)	tonne	1.5		
11.00	32 31 13	CHAINLINK FENCES AND GATES				
11.01	1.5.4	Supply and Install Handrail as per MMCD Drawing C14	l.m.	42		
12.00	32 91 21	TOPSOIL AND FINISH GRADING				
12.01	(1.4.1)	Topsoil as per Riparian Planting Specifications (150mm Thick)	sq.m	200		
13.00	32 92 20	SEEDING				
13.01	1.8.1	Seeding - Fall Rye <i>Secale Cereale</i>	sq.m	200		
14.00	32 93 01	PLANTING OF TREES, SHRUBS AND GROUND COVERS				
14.01	SSP 1.9.3	Hardhack <i>Spiraea Douglasii</i> , #1	ea.	100		
14.02	SSP 1.9.3	Red-osier Dogwood <i>Cornus Stolonifera</i> , #1	ea.	40		
14.03	SSP 1.9.3	Pacific Ninebark <i>Physocarpus Capitatus</i> , #2	ea.	20		
14.04	SSP 1.9.3	Nootka Rose <i>Rosa Nutkana</i> , #2	ea.	40		
14.05	SSP 1.9.3	Snowberry <i>Symphoricarpos Albus</i> , #2	ea.	40		
15.00	33 42 13	PIPE CULVERTS				
15.01	SSP 1.5.7	Install City Supplied Hydro Gates (Como Creek)	l.s.	1		
15.02	SSP 1.5.7	Install City Supplied Hydro Gates (Nelson Creek)	l.s.	1		
16.00	33 44 01	MANHOLES AND CATCHBASINS				
16.01	1.5.1	1500mm Concrete Manhole c/w Boltdown Cover (Nelson Creek)	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 84499
Nelson & Como Creek Flood Boxes**

PRELIMINARY CONSTRUCTION SCHEDULE

(See paragraph 5.3.2 of the Instructions to Tenderers)

INDICATE SCHEDULE WITH BAR CHART WITH CONSTRUCTION DURATIONS

Construction Activity 2021	Location	JULY	August				September			
		4	1	2	3	4	1	2	3	4
Clearing & Grubbing for Site Access	Nelson Creek									
	Como Creek									
Site Isolation & Dewatering	Nelson Creek									
	Como Creek									
Install Cast-In-Place Headwall	Nelson Creek									
	Como Creek									
Install Side-Hinge Flap Gates	Nelson Creek									
	Como Creek									
Remove Site Isolation & Dewatering Facilities	Nelson Creek									
	Como Creek									
Riparian Restoration Planting	Nelson Creek									
	Como Creek									

Substantial Completion Date: **October 1, 2021**

Proposed Disposal Site: _____

APPENDIX 3

FORM OF TENDER

**Contract 84499
Nelson & Como Creek Flood Boxes**

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 84499
Nelson & Como Creek Flood Boxes**

**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:			

APPENDIX 5

FORM OF TENDER

**Contract 84499
Nelson & Como Creek Flood Boxes**

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 84499
Nelson & Como Creek Flood Boxes**

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
_____, 2021, 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 _____, 2021.

SIGNED, SEALED AND DELIVERED

In the presence of:

)
)
)
)
)

PRINCIPAL

SURETY

APPENDIX 7

FORM OF TENDER
Contract 84499
Nelson & Como Creek Flood Boxes

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 and name Balaclava Holdings Ltd. (1050 United Boulevard) and Stella-Jones Inc (25 Braid Street as "Additional Insured" for providing construction access, upon award, contract insurance listed below for the project requirements indicated:

Contract Number: **84499**

Contract Name: **Nelson & Como Creek Flood Boxes**

Description of Work:

- Clearing and grubbing of access and construction areas.
- Creek isolation and dewatering.
- Install cast-in-place headwalls.
- Install scour and bank protection.
- Install side hinge flap gates.
- Riparian restoration and native species planting.

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