

Form of Tender



Form of Tender

Tender No. 81832-Phase 1

Cedar Drive Upgrades – Phase 1: Partington Creek Conveyance Improvements

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 May 8, 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.

May 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: Cedar Drive Upgrades – Phase 1: Partington Creek Conveyance Improvements
Reference No.: 81832-Phase 1

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 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 **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 81832- PHASE 1						
CEDAR DRIVE UPGRADES - PHASE 1 - PARTINGTON CREEK CONVEYANCE IMPROVEMENTS						
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/ Supp. Specs	DESCRIPTION	UNIT OF MEASURE	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
1	01 55 00S	TRAFFIC CONTROL, VEHICLE ACCESS AND PARKING				
1.01	(1.5.1)	Traffic Control and Management				Incidental to Contract
2	01 57 01S	ENVIRONMENTAL PROTECTION				
2.01	(1.6.1)	ESC supply & installation, maintenance and removal	ALLOWANCE	1		\$50,000.00
3	01 58 01S	PROJECT IDENTIFICATION				
3.01	(1.3.1)	Construction Zone Information Signs	Each	4		
4	31 11 01S	CLEARING AND GRUBBING				
4.01	(1.4.1)	Clearing and Grubbing	Lump Sum	1		
5	31 24 13S	ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION				
5.01	(1.8.5)	Common Excavation - Off Site Disposal, includes stripping and top soil removal, placing polythene sheet for erosion control complete	Cubic Meter	2280		
5.02	(1.8.5)	Common Excavation - Onsite Reuse (Native Material Regrade at Channel)	Cubic Meter	1990		
5.03	(1.8.5)	Japanese Knotweed Removal and Off Site Disposal and Stockpiling at 1341 Gilleys Trail.(OPTIONAL)	Cubic Meter	1500		
5.04	(1.8.4)	Removal of Existing Concrete Lock Block Wall (Maximum Six Blocks High)	Linear Meter	120		
5.05	(1.8.14)	Sandbag Barrier	Linear Meter	140		
6	32 11 23	GRANULAR BASE				
6.1	(1.4.3)	19mm Minus Gravel (Road Shoulder)	Tonne	80		
7	33 11 01S	WATERWORKS				
7.01	(1.8.11)	Hydrant Assembly Relocation	Each	2		
7.02	(1.8.14)	Irrigation water service connection and meter (50 mm Diameter)	ea.	1		
8	31 23 23	CONTROLLED DENSITY FILL				
8.1	1.4	Infill of Existing 1200mm Dia. HDPE Culvert with Controlled Density Fill (CEMATRIX or Approved Equal)	Cubic Meter	140		
9	31 37 10	RIPRAP				
9.1	1.4.1	150mm Dia. Riprap	Tonne	80		
10	33 42 13S	PIPE CULVERTS				
10.01	(1.5.2)	1200mm Dia. HDPE Culvert Extension	lin.m	14		
10.02	(1.5.2)	1200mm Dia. 90deg HDPE Bend	Each	2		
10.03	(1.5.4)	Removal of Existing 300mm Dia. PVC Culvert	lin.m	14		
10.04	(1.5.7)	Removal of Existing 500mm Dia. CSP Culvert and off site disposal	lin.m	16		
10.05	(1.5.7)	Removal of Existing 600mm Dia. CMP Culvert and off site disposal	lin.m	11		
10.06	(1.5.7)	Removal of Existing 850mm Dia. PVC Culvert and off site disposal	lin.m	10		

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/ Supp. Specs	DESCRIPTION	UNIT OF MEASURE	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
11	32 91 21S	TOP SOIL AND FINISH GRADING				
11.01	(1.4.1)	Growing Medium as specified on Contract Drawings	Cubic Meter	2630		
12	32 92 19S	HYDRAULIC SEEDING				
12.01	(1.8.1)	Hydraulic Seeding	Square Meter	2500		
12.02	1.8.3	Erosion Control Blanket	Square Meter	4700		
13	04 43 00S	CHANNEL SUBSTRATE				
13.1	(1.3.1)	Channel Substrate Gravel Mix	Cubic Meter	1150		
13.2	(1.3.2)	600mm Dia. Boulder	Each	300		
14	32 93 01S	PLANTING OF TREES, SHRUBS, AND GROUND COVERS				
14.01	(1.9.1)	Tree - Amelanchier canadensis - Canada Serviceberry	Each	7		
14.02	(1.9.1)	Tree - Betula alleghaniensis - Yellow Birch	Each	3		
14.03	(1.9.1)	Tree - Cercis canadensis - Eastern Redbud	Each	3		
14.04	(1.9.1)	Tree - Crataegus douglasii suksdorfii - Black Hawthorn	Each	1		
14.05	(1.9.1)	Tree - Gleditsia triacanthus - Honey Locust	Each	3		
14.06	(1.9.1)	Tree - Picea glauca - White Spruce	Each	8		
14.07	(1.9.1)	Tree - Pinus contorta - Shore Pine	Each	8		
14.08	(1.9.1)	Tree - Pinus ponderosa - Ponderosa Pine	Each	38		
14.09	(1.9.1)	Tree - Prunus emarginata - Bitter Cherry	Each	6		
14.10	(1.9.1)	Tree - Pseudotsuga menziesii - Douglas Fir	Each	50		
14.11	(1.9.1)	Tree - Quercus garryana - Garry Oak	Each	19		
14.12	(1.9.1)	Tree - Rhamnus purshiana - Cascara	Each	14		
14.13	(1.9.1)	Shrubs	Each	3661		
14.14	(1.9.1)	Ground Cover	Each	4074		
14.15	(1.9.3)	Large Woody Debris Type 1	Each	31		
14.16	(1.9.3)	Large Woody Debris Type 2	Each	9		
14.17	(1.9.3)	Tree Snag	Each	9		
15	32 84 23S	IRRIGATION				
15.01	(1.11)	Providing and Installing irrigation system complete with double check valve assembly (Watt 007QT), TBOS II controller, Rainbird PEB valves, all labor, equipment and materials needed to complete the work as shown on Contract Drawings including maintenance for one year as described in specifications.	l.s.	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 81832-Phase 1
 Cedar Drive Upgrades – Phase 1:
 Partington Creek Conveyance Improvements**

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

INDICATE SCHEDULE WITH BAR CHART WITH CONSTRUCTION DURATIONS

CONSTRUCTION ACTIVITY	JUNE				JULY					AUGUST				SEPTEMBER				OCTOBER				
	1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4	1	2	3	4	5

Substantial Completion Date: **October 30, 2024**
 All instream work to be completed within the Fisheries Construction Work Window from August 1 to September 15 as required under the Fisheries Act Authorization.

Proposed Disposal Site: _____

APPENDIX 3

FORM OF TENDER

**Contract 81832-Phase 1
Cedar Drive Upgrades – Phase 1:
Partington Creek Conveyance Improvements**

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 81832-Phase 1
Cedar Drive Upgrades – Phase 1:
Partington Creek Conveyance Improvements**

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 81832-Phase 1
Cedar Drive Upgrades – Phase 1:
Partington Creek Conveyance Improvements**

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 81832-Phase 1
Cedar Drive Upgrades – Phase 1:
Partington Creek Conveyance Improvements
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 81832-Phase 1
Cedar Drive Upgrades – Phase 1:
Partington Creek Conveyance Improvements**

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: 81832-Phase 1

Contract Name: Cedar Drive Upgrades – Phase 1:
Partington Creek Conveyance Improvements

Description of Work:

- Construction of a drainage and environmental channel, along Cedar Drive. This channel will be located between existing Cedar Drive and new Cedar Drive/preload, and will extend from Cedar Drive Sanitary Pump Station towards Gilley's Trail intersection
- Partial removal of existing preload and placing it west of sanitary pump station
- Planting and "woody debris" installation on proposed riparian area of channel
- Irrigation system for new planting
- Fish/animal salvage
- Erosion and sedimentation control measures and environmental monitoring
- Ground water management
- **Other miscellaneous and incidental work 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