

# ***Form of Tender***



## Form of Tender

Tender No. 85262

### Saddle Street Sanitary Upgrades

#### 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, July 25, 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](http://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](mailto:bid@coquitlam.ca) )

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

July 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: Saddle Street Sanitary Upgrades**

**Reference No.: 85262**

**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 **September 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 85262  
 Saddle Street Sanitary Upgrades**

**SCHEDULE OF QUANTITIES AND PRICES**

(see paragraph 5.3.1 of the Instruction to Tenderers – Part II)

**(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. / (Supplementary Specifications)	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED AMOUNT
<b>1.0</b>	<b>01 55 00S</b>	<b>TRAFFIC CONTROL, VEHICLE ACCESS AND PARKING</b>				
1.01	(1.5.1)	Traffic Control and Management				Incidental to Contract
<b>2.0</b>	<b>01 57 01S</b>	<b>ENVIRONMENTAL PROTECTION</b>				
2.01	1.6.1	Environmental Protection				Incidental to Contract
<b>3.0</b>	<b>01 58 01s</b>	<b>PROJECT IDENTIFICATION</b>				
3.01	(1.3.1)	1.2m x 1.2m Construction Sign	each	2		
<b>4.0</b>	<b>33 05 23S</b>	<b>TRENCHLESS SEWER PIPE BURSTING</b>				
4.01	(1.7.2)	250mm DR17 HDPE Pipe Bursting	lin.m	165		
4.02	(1.7.2)	888 Saddle Street - 125mm dia. HDPE Sanitary Service Pipe Bursting	LS	1		
4.03	(1.7.2)	821 Saddle Street - 125mm dia. HDPE Sanitary Service Pipe Bursting	LS	1		
4.04	(1.7.2)	830 Saddle Street - 125mm dia. HDPE Sanitary Service Pipe Bursting	LS	1		
4.05	(1.7.2)	841 Saddle Street - 125mm dia. HDPE Sanitary Service Pipe Bursting - <b>Provisional</b>	LS	1		
4.06	(1.7.2)	850 Saddle Street - 125mm dia. HDPE Sanitary Service Pipe Bursting - <b>Provisional</b>	LS	1		
4.07	(1.7.2)	881 Saddle Street - 125mm dia. HDPE Sanitary Service Pipe Bursting - <b>Provisional</b>	LS	1		
4.08	(1.7.2)	861 Saddle Street - 125mm dia. HDPE Sanitary Service Pipe Bursting - <b>Provisional</b>	LS	1		
4.09	(1.7.3)	PVC Sanitary Service Transfers (To Be Confirmed after CCTV Inspection) - <b>Provisional</b>	each	4		
4.10	(1.7.3)	Sanitary Service Transfers (884/870/888/821/830)	each	5		
<b>5.0</b>	<b>33 30 01S</b>	<b>SANITARY SEWERS</b>				
5.01	(1.6.4)	Inspection Chamber - MMCD S9	each	6		

**Total Tendered Price (exclude GST): \$ \_\_\_\_\_**

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

Name of Contractor: \_\_\_\_\_

**APPENDIX 2**

**FORM OF TENDER**

**Contract 85262  
Saddle Street Sanitary Upgrades**

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

INDICATE SCHEDULE WITH BAR CHART WITH CONSTRUCTION DURATIONS

Construction Activity	August				September			
	1	2	3	4	1	2	3	4

Substantial Completion Date: **September 30, 2024**

Proposed Disposal Site: \_\_\_\_\_



**APPENDIX 3**

**FORM OF TENDER**

**Contract 85262  
Saddle Street Sanitary Upgrades**

**EXPERIENCE OF SUPERINTENDENT**

(See paragraph 5.3.3 of the Instructions to Tenderers)

**Proposed Project Superintendent** \_\_\_\_\_

**List of Project Experience**

<b>PROJECT:</b>		<b>Dates:</b>	
<b>Work Description:</b>			
<b>Responsibility:</b>			
<b>Owner/Reference:</b>		<b>Phone No.:</b>	

<b>PROJECT:</b>		<b>Dates:</b>	
<b>Work Description:</b>			
<b>Responsibility:</b>			
<b>Owner/Reference:</b>		<b>Phone No.:</b>	

<b>PROJECT:</b>		<b>Dates:</b>	
<b>Work Description:</b>			
<b>Responsibility:</b>			
<b>Owner/Reference:</b>		<b>Phone No.:</b>	

**APPENDIX 4**

**FORM OF TENDER**

**Contract 85262  
Saddle Street Sanitary Upgrades**

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

<b>PROJECT:</b>		<b>VALUE (\$):</b>	
<b>OWNER:</b>		<b>Phone No.:</b>	
<b>Work Description:</b>			

<b>PROJECT:</b>		<b>VALUE (\$):</b>	
<b>OWNER:</b>		<b>Phone No.:</b>	
<b>Work Description:</b>			

<b>PROJECT:</b>		<b>VALUE (\$):</b>	
<b>OWNER:</b>		<b>Phone No.:</b>	
<b>Work Description:</b>			

<b>PROJECT:</b>		<b>VALUE (\$):</b>	
<b>OWNER:</b>		<b>Phone No.:</b>	
<b>Work Description:</b>			

**APPENDIX 5**

**FORM OF TENDER**

**Contract 85262  
Saddle Street Sanitary Upgrades**

**SUBCONTRACTORS**

(See paragraph 5.3.5 of the Instructions to Tenderers)

<b>Trade:</b>		<b>Tender Item:</b>	
<b>Work Description:</b>			
<b>Subcontractor:</b>		<b>Phone No.:</b>	

<b>Trade:</b>		<b>Tender Item:</b>	
<b>Work Description:</b>			
<b>Subcontractor:</b>		<b>Phone No.:</b>	

<b>Trade:</b>		<b>Tender Item:</b>	
<b>Work Description:</b>			
<b>Subcontractor:</b>		<b>Phone No.:</b>	

<b>Trade:</b>		<b>Tender Item:</b>	
<b>Work Description:</b>			
<b>Subcontractor:</b>		<b>Phone No.:</b>	

<b>Trade:</b>		<b>Tender Item:</b>	
<b>Work Description:</b>			
<b>Subcontractor:</b>		<b>Phone No.:</b>	

**APPENDIX 6**

**FORM OF TENDER**

**Contract 85262  
Saddle Street Sanitary Upgrades**

**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, SEALED AND DELIVERED

In the presence of:

_____ )	_____
_____ )	PRINCIPAL
_____ )	
_____ )	_____
_____ )	SURETY

---

**APPENDIX 7**

**FORM OF TENDER**

**Contract 85262  
Saddle Street Sanitary Upgrades**

**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:** 85262

**Contract Name:** Saddle Street Sanitary Upgrades

**Description of Work:**

- 165m of Sanitary Mainline Pipe Bursting
- Sanitary Service Pipe Bursting and/or Service Reconnection
- 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