



Sunshine Coast Regional District

Invitation to Tender

Number: 2437020

for

UV Upgrade Chapman Creek Water Treatment Plant

Issue Date:

August 26, 2024

Closing Date of

September 26, 2024 at 3:00 PM local time

DELIVERY OF TENDER: Tenders must be in English and must be submitted using one of the submission methods below, and must either **(1)** include a copy of this cover page that is signed by an authorized representative of the Tenderer or **(2)** be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the ITT.

BC Bid Electronic Submission: Tenderers may submit an electronic Tenders using BC Bid. Tenders must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at <https://www.bcbid.gov.bc.ca/>). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic tender using the BC Bid system. Use of an e-bidding key is effective as a signature.

Or

Hard Copy Submission: Tenderers must submit **ONE (1)** hard-copies and **ONE (1)** electronic copy on a USB Drive of the Tender. Tenders submitted by hard copy must be submitted by hand or courier to:

**Sunshine Coast Regional District
1975 Field Road
Sechelt, BC V7Z 0A8**

Regardless of submission method, tenders must be received before Closing Time to be considered.

CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:

The enclosed tender is submitted in response to the referenced Invitation to tender, including any Addenda. By submitting a Tender the Tenderer agrees to all of the terms and conditions of the ITT including the following:

- a) The Tenderer has carefully read and examined the entire Invitation to Tender;
- b) The Tenderer has conducted such other investigations as were prudent and reasonable in preparing the tender; and
- c) The Tenderer agrees to be bound by the statements and representations made in its tender.

PROPONENT NAME (please print): _____

NAME OF AUTHORIZED REPRESENTATIVE (please print): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

TABLE OF CONTENTS

	Page
1. GENERAL TERMS & CONDITIONS	3
2. Invitation to Tender	8
3. Division 00 Tender & Contract Requirements	9
Schedule of Prices	15
Experience of Superintendent	18
Comparable Work Experience	19
References	20
List of Qualifications	21
List of Subcontractors	22
Preliminary Construction Schedule.....	23
List of Equipment	24
Type of Contract	25
Section 007300 Supplementary General Conditions.....	26

1. GENERAL TERMS & CONDITIONS

1.1. DEFINITIONS

Throughout this Invitation to Tender, the following definitions apply:

"Addenda" means all additional information regarding this ITT, including amendments to the ITT;

"BC Bid" means the BC Bid website located at <https://www.bcbid.gov.bc.ca/>;

"Closing Location" includes the location or email address for submissions indicated on the cover page of this ITT, or BC Bid, as applicable;

"Closing Time" means the closing time and date for this ITT as set out on the cover page of this ITT;

"Contract" means the written agreement resulting from the ITT executed by the Regional District and the successful Tenderer;

"Contractor" means the successful Tenderer to the ITT who enters into a Contract with the Regional District;

"Must", or **"mandatory"** means a requirement that must be met in order for a Tender to receive consideration;

"Tenderer" means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a Tender in response to the ITT;

"Tender" means a written response to the ITT that is submitted by a Tenderer;

"Invitation to Tenders" or **"ITT"** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addenda; and

"Should", **"may"** or **"weighted"** means a requirement having a significant degree of importance to the objectives of the Invitation to Tenders.

"SCRD", **"Regional District"**, **"Organization"**, **"we"**, **"us"**, and **"our"** mean Sunshine Coast Regional District.

1.2. FORM OF PROPOSAL

This Tender must be completed in its entirety. Failure to properly complete this Tender form may cause your Tender to be rejected. The signing officer must initial all corrections. The Sunshine Coast Regional District (Regional District) reserves the right to permit a correction, clarification or amendment to the Tender or to correct minor errors and irregularities.

1.3. SUBMISSION OF PROPOSAL

- a) Tenders must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this ITT. Tenders must not be sent by fax. The Tenderer is solely responsible for ensuring that, regardless of submission method selected, the Regional District receives a complete Tender, including all attachments or enclosures, before the Closing Time.

- b) For electronic submissions (BC Bid or email), the following applies:
 - (a) The Tenderer is solely responsible for ensuring that the complete electronic Tender, including all attachments, is received before Closing Time;
 - (b) The Regional District limits the maximum size of any single email message to 20MB or less.
 - (c) Tenderers should endeavour to submit emailed Tender submissions in a single message and avoid sending multiple email submissions for the same opportunity. If an electronic submission exceeds the applicable maximum single message size, the Tenderer may make multiple submissions (BC Bid upload or multiple emails for the same opportunity). Tenderers should identify the order and number of emails making up the email Tender submission (e.g. "email 1 of 3, email 2 of 3...");
 - (d) For email Tender submissions sent through multiple emails, the Regional District reserves the right to seek clarification or reject the Tender if the Regional District is unable to determine what documents constitute the complete Tender;
 - (e) Attachments must not be compressed or encrypted, must not contain viruses or malware, must not be corrupted, and must be able to be opened using commonly available software (e.g. Adobe Acrobat). Tenderers submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Regional District has no obligation to attempt to remedy any message or attachment that is received corrupted or cannot be viewed. The Regional District may reject Tenders that are compressed encrypted, cannot be opened or that contain viruses or malware or corrupted attachments.
- c) For BC Bid e-submissions only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Tenderers should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic Tender submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Tenderer. Using the e-bidding key of a subcontractor is not acceptable.
- d) For email Tender submissions, including any notices of amendment or withdrawal referred to in Section 1.6, the subject line of the email and any attachment should be clearly marked with the

name of the Tenderer, the ITT number and the project or program title.

- e) The Regional District strongly encourages Tenderers using electronic submissions to submit Tenders with sufficient time to complete the upload and transmission of the complete Tender and any attachments before Closing Time.
- f) The Tenderer bears all risk associated with delivering its Tender by electronic submission, including but not limited to delays in transmission between the Tenderer's computer and the Regional District Electronic Mail System or BC Bid.
- g) While the Regional District may allow for email Tender submissions, the Tenderer acknowledges that email transmissions are inherently unreliable. The Tenderer is solely responsible for ensuring that its complete email Tender submission and all attachments have been received before Closing Time. If the Regional District Electronic Mail System rejects an email Tender submission for any reason, and the Tenderer does not successfully resubmit its Tender by the same or other permitted submission method before Closing Time, the Tenderer will not be permitted to resubmit its Tender after Closing Time. The Tenderer is strongly advised to contact the Regional District Contact immediately to arrange for an alternative submission method if:
 - (i) the Tenderer's email Tender submission is rejected by the Regional District Electronic Mail System; or
 - (ii) the Tenderer does not receive an automated response email from the Regional District confirming receipt of each and every message transmitted, within a half hour of transmission by the Tenderer.

An alternate submission method may be made available, at the Regional District's discretion, immediately to arrange for an alternative submission method, and it is the Tenderer's sole responsibility for ensuring that a complete Tender (and all attachments) submitted using an approved alternate submission method is received by the Regional District before the Closing Time. The Regional District makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Tenderer's Tender is received before Closing Time.

1.4. SIGNATURE REQUIRED

Tenders must be properly signed by an officer, employee or agent having authority to bind the Tenderer by that signature.

1.5. CLARIFICATIONS, ADDENDA & MINOR IRREGULARITIES

If any Tenderer finds any inconsistencies, errors or omissions in the Tender documents or requires information, clarification of any provision contained therein, they shall submit their query in writing or email, addressed as follows:

Purchasing Division
Sunshine Coast Regional District
1975 Field Road, Sechelt, BC V7Z 0A8

purchasing@scrd.ca

Any interpretation of, addition to, deletions from or any corrections to the Tender documents will be issued as written addendum by the Regional District.

All Addenda will be posted on BC Bid. It is the sole responsibility of the Tenderer to check for Addenda on BC Bid. Tenderers are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

1.6. WITHDRAWAL OR REVISIONS

Tenders or revisions may be withdrawn by written notice provided such a notice of withdrawal is received prior to the closing date and time. Tenders withdrawn will be returned to the Tenderer unopened. Revisions to the Tenders already received shall be submitted only by electronic mail, or signed letter. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusions or inclusion of particular words.

1.7. CONDUCT OF THE CONTRACT

Unless otherwise specified within this document, any queries regarding this Invitation to Tender are to be directed to purchasing@scrd.ca. No other verbal or written instruction or information shall be relied upon by the Bidder, nor will they be binding upon the Regional District.

1.8. CONFLICT OF INTEREST/NO LOBBYING

- (a) A Tenderer may be disqualified if the Tenderer's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Regional District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the ITT. This includes, but is not limited to, involvement by a Tenderer in the preparation of the ITT or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the ITT, participating on the evaluation committee or in the administration of the

Contract. If a Tenderer is in doubt as to whether there might be a conflict of interest, the Tenderer should consult with the Regional District Contact prior to submitting a Tender. By submitting a Tender, the Tenderer represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the ITT.

- (b) A Tenderer must not attempt to influence the outcome of the ITT process by engaging in lobbying activities. Any attempt by the Tenderer to communicate, for this purpose directly or indirectly with any employee, contractor or representative of the Regional District, including members of the evaluation committee and any elected officials of the Regional District, or with the media, may result in disqualification of the Tenderer.

1.9. CONTRACT

By submitting a Tender, the Tenderer agrees that should its Tender be successful the Tenderer will enter into a Contract with the Regional District on substantially the same terms and Conditions set out in www.scrd.ca/bid and such other terms and conditions to be finalized to the satisfaction of the Regional District, if applicable.

1.10. SUSTAINABLE PROCUREMENT

The Regional District adheres to its sustainable consideration factors. Tenders will be considered not only on the total cost of services, but Tenders that addresses the environment and social factors.

1.11. INVOICING AND PAYMENT

Unless otherwise agreed, the Regional District payment terms are Net 30 days following receipt of services or approved invoices, whichever is later. Original invoices are to be forwarded to the accounts payable department of the Regional District. The purchase order number assigned by the Regional District must be stated on the invoice otherwise payment may be delayed.

1.12. PRICING, CURRENCY AND TAXES

Offered prices are to be attached as a price schedule in Canadian dollars with taxes stated separately when applicable.

1.13. IRREVOCABLE OFFER

This Tender must be irrevocable for 90 days from the Tender closing date and time.

1.14. TIME IS OF THE ESSENCE

Time shall be of the essence in this contract.

1.15. ASSIGNMENT

The Tenderer will not, without written consent of the Regional District, assign or transfer this contract or any part thereof.

1.16. OWNERSHIP OF DOCUMENTS & FREEDOM OF INFORMATION

All documents submitted in response to this Invitation to Tender shall become the property of the Regional District and as such will be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Tender under that Act.

The requirement for confidentiality shall not apply to any Tender that is incorporated into a Contract for the Work. Further, the Regional District may disclose the top scoring proponent's aggregate pricing to the Regional District Board at a public meeting, when making a recommendation for the award of the Contract.

For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

1.17. AWARD OF CONTRACT

The Purchasing Policy at the Regional District offers contracts to businesses through an open, fair and consistent competitive bidding process. This ensures that the Regional District will receive the best overall value for the goods and services it requires. The Regional District reserves the right to cancel, award all or part of the scope of work described in this document to a single Tenderer or may split the award with multiple Tenderers.

All awards are subject to Board approval that meets the needs as determined by the Board. The Regional District, in receipt of a submission from a Tenderer, may in its sole discretion consider the Tenderer to have accepted the terms and conditions herein, except those expressly excluded or changed by the Tenderer in writing.

The ITT shall not be construed as an agreement to purchase goods or services. The lowest priced or any Tender will not necessarily be accepted. The ITT does not commit the Regional District in any way to award a contract and that no legal relationship or obligation regarding the procurement of any good or service will be created between Regional District and the proponent unless and until Regional District and the proponent execute a written agreement for the Deliverables

1.18. COST OF PROPOSAL

The Tenderer acknowledges and agrees that the Regional District will not be responsible for any costs, expenses, losses, damage or liability incurred by the Tenderer as a result of or arising out of submitting a Tender for the proposed contract or the Regional District's acceptance or non-acceptance of their Tender. Further, except as expressly and specifically permitted herein, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in this ITT, and by submitting a Tender each Tenderer shall be deemed to have agreed that it has no claim.

1.19. PROPONENT'S RESPONSIBILITY

It is the Tenderer's responsibility to ensure that the terms of reference contained herein are fully understood and to obtain any further information required for this Tender call on its own initiative. The Regional District reserves the right to share, with all Tenderers, all questions and answers related to this bid call.

1.20. EVALUATIONS

Tenders will be evaluated in private, including Tenders that were opened and read in public, if applicable. Tenders will be assessed in accordance with the evaluation criteria.

If only one Tender is received, the Regional District reserves the right to open the Tender in private or if the total bid price exceeds the estimated budget for the Contract, the Regional District may cancel and re-tender, accept, not accept and cancel or re-scope the Work seeking a better response, with or without any substantive changes being made to the solicitation documents. If more than one Tender is received from the same Tenderer, the last Tender received, as determined by the Regional District, will be the only Tender considered.

1.21. ACCEPTANCE OF TERMS

The submission of the Tender constitutes the agreement of the Tenderer that all of the terms and conditions of the ITT are accepted by the Tenderer and incorporated in its Tender, except those conditions and provisions which are expressly excluded and clearly stated as excluded by the Tenderer's Tender.

1.22. MANDATORY REQUIREMENTS

Tenders not clearly demonstrating that they meet the mandatory requirements will receive no further consideration during the evaluation process.

1.23. INSURANCE & WCB

The Tenderer shall obtain and continuously hold for the term of the contract, insurance coverage with the Regional District Listed as "Additional Insured" in accordance with CCDC 41, the minimum limits summarized below:

- (a) General liability insurance shall be with limits of not less than \$10,000,000 per occurrence, an aggregate limit of not less than \$10,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$10,000.
- (b) Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the Contractor.
- (c) Broad form" property insurance shall have limits of not less than the sum of 1.1 times Contract Price and the full value, as stated in the Contract, of Products and design services that are specified to be provided by the Owner for incorporation into the Work, with a deductible not exceeding \$10,000.
- (d) Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the Work.
- (e) Contractors' equipment insurance coverage written on an "all risks" basis covering Construction Equipment used by the Contractor for the performance of the Work, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the insurer against the Owner.
- (f) Contractors' Pollution liability insurance shall have limits of not less than \$5,000,000 per occurrence for bodily injury, death and damage to property.

A provision requiring the Insurer to give the Owners a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy. The Tenderer must comply with all applicable laws and bylaws within the jurisdiction of the work. The Tenderer must further comply with all conditions and safety regulations of the Workers' Compensation Act of British Columbia and must be in good standing during the term of any contract entered into from this process.

1.24. COLLUSION

Except otherwise specified or as arising by reason of the provisions of these documents, no person, or corporation, other than the Tenderer has or will have any interest or share in this Tender or in the Tender contract which may be completed in respect thereof. There is no collusion or arrangement between the Tenderer and any other actual or prospective Tenderer in connection with Tenders submitted for this project and the Tenderer has no knowledge of the context of other Tenders and has no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Tender.

1.25. CONFLICT OF INTEREST

Tenderers shall disclose in its Tender any actual or potential conflict of interest and existing business relationship it may have with the Regional District, its elected or appointed officials or employees.

1.26. LIABILITY FOR ERRORS

While the Regional District has used considerable efforts to ensure an accurate representation of information in these bid documents, the information contained is supplied solely as a guideline for Tenderers. The information is not guaranteed or warranted to be accurate by the Regional District nor is it necessarily comprehensive or exhaustive.

1.27. TRADE AGREEMENTS

This ITT is covered by trade agreements between the Regional District and other jurisdictions, including the following:

- (a) Canadian Free Trade Agreement; and
- (b) New West Partnership Trade Agreement.

1.28. LAW

This contract and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.

1.29. REPRISAL CLAUSE

Tenders will not be accepted by the Regional District from any person, corporation, or other legal entity (the "Party") if the Party, or any officer or director of a corporate Party, is, or has been within a period of two years prior to the tender closing date, engaged either

directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to, the Regional District; and any such Party is not eligible to submit a tender.

1.30. FORCE MAJEURE (ACT OF GOD)

Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event. The Regional District may terminate the Contract by notice if the event lasts for longer than 30 days.

1.31. CONFIDENTIAL INFORMATION OF PROPONENT

A proponent should identify any information in its Tender or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Regional District. The confidentiality of such information will be maintained by Regional District, except the total proposed value, which must be publicly released for all Tenders, or otherwise required by the Freedom of Information and Protection of Privacy Act ("FOIPPA"), law or by order of a court or tribunal. Tenderers are advised that their Tenders will, as necessary, be disclosed, on a confidential basis, to advisers retained by Regional District to advise or assist with the ITT process, including the evaluation of Tenders. If a proponent has any questions about the collection and use of personal information pursuant to this ITT, questions are to be submitted to the ITT Contact.

1.32. DISPUTE RESOLUTION

All unresolved disputes arising out of or in connection with this Tender or in respect of any contractual relationship associated therewith or derived therewith shall be referred to and finally resolved by arbitration as prescribed by Mediate BC services pursuant to its rules, unless otherwise mutually agreed between the parties.

1.33. DEBRIEFING

At the conclusion of the ITT process, all Tenderers will be notified. Tenderers may request a debriefing meeting with the Regional District

2. Invitation to Tender

Project Name UV Upgrade Chapman Creek Water Treatment Plant

Reference No 2437020

The installation of Ultraviolet (UV) Disinfection System, with redundancy capabilities, at the Chapman Creek Water Treatment Plant.

ITT Documents are available at the Regional District website www.scrd.ca or on BC Bid at www.bcbid.gov.bc.ca. Addenda will be placed on the Regional Districts website and on BC Bid. It is the Tenderer's responsibility to ensure they have reviewed and acknowledged any addenda issued prior to Tender closing.

Tender Closing Time: 3:00 pm local time

Tender Closing Date: September 26, 2024

Tender Closing Location: Sunshine Coast Regional District
1975 Field Road, Sechelt, BC V0N 3A1

Optional Site Meeting 12:30 pm local time

September 10, 2024

5642 Reservoir Road, Sechelt, BC at the lower gate.

The Regional District encourages interested parties to attend this optional site meeting, while on site the interested parties will be required to wear PPE.

RSVP Deadline: 12:00 pm local time

September 9, 2024

Interested parties need to RSVP to purchasing@scrd.ca by this deadline, if no RSVP's are received the site meeting will be cancelled.

For more information, please contact:

Sunshine Coast Regional District

Vanessa Schilling

purchasing@scrd.ca

3. Division 00 Tender & Contract Requirements

Section 002100 Instructions to Tenderer

1.0 INTRODUCTION

- 1.1 The Sunshine Coast Regional District, hereinafter called the "Owner," requests Tenders from suitably qualified Contractors for UV Upgrade Chapman Creek Water Treatment Plant.

These Instructions to Tenderers apply to and govern the submission of Tenders for the Contract.

- 1.2 The Place of the Work is the 5642 Reservoir Road, Sechelt, BC.

2.0 INQUIRIES

- 2.1 All inquiries and requests for clarification regarding this Tender shall be directed in writing to: purchasing@scrd.ca
- 2.2 All inquiries and requests for clarification are to be submitted by September 13, 2024 and directed, in writing, to the email address above, who will respond if time permits with a Q&A on BCBid by September 18, 2024. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Tenderers.

3.0 SUBMISSION OF TENDERS

- 3.1 Tenders shall be submitted to:

Sunshine Coast Regional District
1975 Field Road, Sechelt BC V0N 3A1
Attention: Vanessa Schilling, Buyer

No later than **3:00:00 p.m. local time** (the "Tender Closing Date").

- 3.2 Tenders shall be submitted in accordance with the cover page, with the Tenderer's name and Project name and number should be clearly identified on the outside as follows:

Tender for: UV Upgrade Chapman Creek Water Treatment Plant

Project No.: 2437020

Submitted by: (Tenderer's Name)

DO NOT OPEN PRIOR TO THE CLOSING DATE AND TIME

- 3.3 Telephone, telegraph, or facsimile Tenders will NOT be accepted.
- 3.4 Late Tenders will NOT be accepted or considered and will be returned unopened.

4.0 TENDER DOCUMENTS

- 4.1 The Tender documents which a Tenderer must review to prepare a Tender consist of the following documents (not in order of priority):

Instructions to Tenderers
Form of Tender

The Agreement

Definitions and General Conditions of Contract - (CCDC 2 - 2020)

Supplementary General Conditions

General Requirements Specifications Drawings

Addenda, if issued

- 4.2** Any additional information made available to Tenderers prior to the Tender Closing Date by the Owner, such as geotechnical reports or as-built plans, which is not expressly included in the Tender Documents, is not included in the Contract Documents. Such additional information is made available only for the assistance of Tenderers, who must make their own judgement about its reliability, accuracy, or completeness, and neither the Owner nor any representative of the Owner gives any guarantee or representation that the additional information is reliable, accurate, or complete.

- 4.3** Tenderers should examine the Tender Documents immediately upon receipt and notify the contact in Section 2.1, no less than five (5) working days before Tender closing, of any errors, omissions, or ambiguities found in the documents. This will allow the Owner, at its discretion, to issue addenda to all Tenderers prior to closing. There is no guarantee that any questions received less than 5 working days prior to the Tender Closing Date will be answered.

It is the responsibility of the Tenderer to ensure receipt of a complete set of Tender Documents.

5.0 TENDER REQUIREMENTS

- 5.1** A tender must be on the Form of Tender provided and be signed by the authorized signatory(s) of the Tenderer as follows:

- .1 signature(s) must be in original handwriting or via BC Bid E submissions;
- .2 if the Tenderer is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture shall be included, and each partner or joint venture shall sign; if a partner or joint venture is a corporation then such corporation shall sign as indicated in paragraph 5.1.3 below;
- .3 if the Tenderer is a corporation then the full name of the corporation shall be included, together with the names and signatures of authorized signatories; and
- .4 if the Tenderer is a sole proprietor then the full name of the sole proprietor shall be included and their signature;

- 5.2** A tender must be accompanied by security ("Bid Security") in an amount equal to ten (10) percent of the Tender Price and in the form of:

- .1 a bid bond issued by a surety licensed to carry on the business of suretyship in British Columbia in a form reasonably satisfactory to the Owner; or
- .2 a certified cheque; or
- .3 letter of credit

If the Tenderer is utilizing electronic submittal procedures the original "bid security"

must be received by the Owner no more than seven (7) days after the tender closing date and time.

- 5.3 A tender must include all the following completed forms and be submitted as a complete tender package at the time of close specified:

- .1 Schedule of Prices
- .2 Experience of Superintendent
- .3 Comparable Work Experience
- .4 List of Qualifications
- .5 List of Subcontractors
- .6 Preliminary Construction Schedule
- .7 List of Equipment
- .8 Bid Bond

- 5.4 Where in the Tender Form numbers are requested in both words and figures, in the case of discrepancy between the two, the amount in words shall govern.

- 5.5 Tender Evaluation

In addition to section 1 General Terms & Conditions item 1.20 Tenders will be evaluated based on the following criteria:

Criteria

Evaluation Method

- | | |
|--|--------------------|
| .1 Experience of the Superintendent, the Tenderer's superintendent must have completed a minimum of 3 projects of a similar nature and size. | <i>Pass / Fail</i> |
| .2 Comparable Work Experience, the Tenderer's must provide details regarding the performance of the Tenderer and the proposed subcontractors on similar projects including without limitation, the Tenderer's history with the respect to the quality of work, schedule, changes in the work and force account work; | <i>Pass / Fail</i> |
| .3 References, Tenderer's must have a minimum of 3 favorable references for projects of a similar nature. | <i>Pass / Fail</i> |
| .4 Qualifications, Tenderer's must provide a list of Qualifications for their key personal and subcontractors to meet the requirements outline in the specifications. | <i>Pass / Fail</i> |
| .5 Preliminary Construction Schedule Tenderer's stated period of completion and compliance with any time requirements provided for in the Documents; and | <i>Pass / Fail</i> |
| .6 Schedule of Pricing, the Tenderer's submitted cost to complete the work. | <i>100 %</i> |

6.0 AWARD

In addition to the terms found in section 1 General Terms and Conditions the Owner may:

- 6.1** The Owner has no obligation to accept the lowest or any tender and may, in its sole discretion and according to its own judgement of its best interest taking into account the criteria under which tenders will be evaluated:
- .1 reject any or all tenders and reserves the complete right at any time to terminate the process under these Instruction to Tender;
 - .2 award the Contract to the Tenderer whose tender the Owner considers to be in its best interest;
 - .3 consider and accept a tender which contains defects or deficiencies that, in the Owner's opinion, are not material;
 4. reject tenders which, in the Owner's opinion contain qualifications, omissions, irregularities, or informalities so as to make comparison with other tenders difficult.
- 6.2** The Owner has the right to enter into over-budget negotiations with the lowest compliant bidder or a single bidder, without cancellation of all bids or consideration to other bidders and to require that bidder to negotiate with the Subcontractors named.
- 6.3** Award of this tender is when a Notice of Award is issued to the successful Tenderer (if any).
- 6.4** The Owner may after issuance of any Notice of Award, negotiate changes to the scope of Work, the materials, the specifications, or any conditions with the successful Tenderer without having any duty or obligation to advise any of the unsuccessful Tenderers. The Owner shall have no liability to any unsuccessful Tenderer as a result of such negotiations or modifications.
- 6.5** Pursuant to GC 3.6 of the Contract, the Owner reserves the right to object to any of the Subcontractors and suppliers listed in a tender. If the Owner objects to a listed Subcontractor(s) then the Owner will permit a Tenderer to, within five (5) days, propose a substitute Subcontractor(s) acceptable to the Owner. A Tenderer will not be required to make such a substitution and, if the Owner objects to a listed Subcontractor(s), the Tenderer may, rather than propose a substitute Subcontractor(s), consider its tender rejected by the Owner and by written notice withdraw its tender. The Owner shall, in that event, return the Tenderer's bid security.
- 7.0 KNOWLEDGE OF SITE**
- 7.1** All Tenderers, either personally or through a representative, are responsible for examining the Place of the Work before submitting a tender. A Tenderer has full responsibility to be familiar with and make allowance in the tender for all conditions at the Place of the Work that might affect the tender, including any information regarding subsurface soil conditions made available by the Owner, the location of the Work, local conditions, topographical soil conditions, weather, and access. Unless otherwise specified in the Contract Documents, a Tenderer is not required to do subsurface investigations. By submitting a tender, a Tenderer represents that the Tenderer has examined the Place of the Work, or specifically elected not to so do. No additional payments or time extensions shall be claimable or due because of difficulties relating to conditions at the Place of the Work which were reasonably

foreseeable by a Tenderer prior to submitting a tender.

8.0 APPROVED EQUALS

- 8.1** No alternatives or equals to the specified products will be considered unless a written request is provided from the Tenderers requesting an alternative or equal product to be used, the request must include specifications and information on how they meet the requirements. Any proposed alternatives or equals will be approved or denied based on the sole discretion of the Owner.

9.0 INTERPRETATION OF CONTRACT DOCUMENTS

- 9.1** If a Tenderer finds any inconsistencies, errors or omissions of any provision of the Tender Documents, the Tenderer may request clarification in writing in accordance with section 1 General terms and Condition item 1.5 Clarification, Addenda & Minor Irregularities
- 9.2** No oral interpretation or oral representations from the Owner or any representative of the Owner will affect, alter, or amend any provision of the Tender Documents.

10.0 PRICES

- 10.1** The Tender Price will represent the entire cost excluding **GST** to the Owner of the complete Work based on the Tender Documents. Without limiting the generality of the above, Tenderers shall include in their Tender Price (and any unit prices, optional prices, or other forms of pricing) sufficient amount to cover:
- .1 the costs of labour, equipment, and material included in or required for the Work, including all items which, while not specifically listed, are included in the Work specifically or by necessary inference from the Tender Documents;
 - .2 all assessments payable with respect to labour as required by any statutory scheme such as Workers' Compensation, employment insurance, holiday pay, insurance, CPP, and all employee benefits;
 - .3 all overhead costs, including head office and on-site overhead costs, and all amounts for the Tenderer's profit; and
 - .4 the cost of complying with all applicable laws regarding trade or other qualifications of employees performing the Work.

11.0 TAXES AND DUTIES

- 11.1** The Tender Price and unit prices should include excise duties in force as of the date of the Tender Closing Date, except the Goods and Services Tax under the *Excise Tax Act* (Canada) ("GST").

12.0 AMENDMENT OF TENDERS

- 12.1** A Tenderer may amend or revoke a tender by giving written notice in accordance with section 1 General Terms & Conditions item 1.6 Withdrawal or Revisions.

13.0 DURATION OF TENDERS

- 13.1** Tenders shall remain open for acceptance by the Owner for a period stated in section 1 General Terms & Conditions item 1.13 Irrevocable Offer.

14.0 QUALIFICATIONS OF TENDERERS

- 14.1** By submitting a tender, a Tenderer is representing that it has the competence, qualifications, and relevant experience required to do the Work.

15.0 OPTIONAL WORK

- 15.1** If the Schedule of Prices - requires the Tenderer to submit prices for Optional Work, then Tenderers must complete all the unit prices for such Optional Work. Such prices for Optional Work shall not include any general overhead costs, or other costs, or profit, not directly related to the Optional Work.
- 15.2** Notwithstanding that the Owner may elect not to proceed with the Optional Work, the tender prices for any Optional Work shall be included in the Tender Price for the purpose of any price comparisons between Tenders.

16.0 ADDENDA

- 16.1** The Owner may issue changes and clarifications to the Tender Documents and written Addendum in accordance with Section 1 General Terms & Conditions Item 1.5 Clarification, Addenda & Minor Irregularities.

END OF SECTION

Section 004200 Form of Tender

Schedule of Prices

	UV Upgrade Chapman Creek Water Treatment Plant						
	(TITLE OF PROJECT)						
	The Tender Price for the Work is comprised of the following components and the Tenderer’s overhead and profit are included in each component.						
#	Description	Unit	Qty	Unit Price	(Materials or Equipment) Cost	Installation Costs	Total Cost
1	General Requirements						
1.1	Mobilization & Demobilization	LS	1				
1.2	Commissioning and Startup	LS	1				
1.3	O&M Manual, Record Drawings and Closeout Documents	LS	1				
1.4	All Other General Requirements	LS	1				
2	Civil Works						
	Assumed no civil work. All retrofit pipe works						
3	Structural						
3.1	Steel Grate Platform	m²	24				
3.2	Guardrail	m²	16				
3.3	Infill Lower Portion of Existing Door	each	1				
3.4	Cut New Door Opening and Add Channel Above	each	1				
3.5	Misc metals	each	15				
3.6	Transformer support	each	1				

[illegible]

Total Tender Price (including GST)	\$
---	----

Additional Prices Mark Up

Cost plus markup material	%
Cost plus markup Subcontractors	%
Cost plus markup Labour	%

Experience of Superintendent

UV Upgrade Chapman Creek Water Treatment Plant

(TITLE OF PROJECT)

Name:

Experience:

Dates:

Project Name:

Responsibility

:

References:

Dates:

Project Name:

Responsibility

:

References:

Dates:

Project Name:

Responsibility

:

References:

Comparable Work Experience

UV Upgrade Chapman Creek Water Treatment Plant

(TITLE OF PROJECT)

Indicate the work experience of your organization and the proposed subcontractors, this should include a summary of the quality of the work, schedule, any changes to the work and any force account work

PROJECT	WORK COMPLETED BY:	SUMMARY OF THE WORK:

References

UV Upgrade Chapman Creek Water Treatment Plant

(TITLE OF PROJET)

Indicate a minimum of 3 comparable work experience projects of a similar nature

PROJECT	OWNER / CONTACT NAME	PHONE NUMBER	WORK DESCRIPTION	VALUE (\$)

List of Qualifications

UV Upgrade Chapman Creek Water Treatment Plant

(TITLE OF PROJECT)

Indicate the qualifications and experience of any of your key personal and subcontractors.

NAME	COMPANY NAME	ROLE	EXPERIENCE	QUALIFICATIONS

UV Upgrade Chapman Creek Water Treatment Plant

Pursuant to paragraph 3.8 of the General Conditions, the following are the Subcontractors we propose to use for Divisions or Sections of Work listed hereunder:

[illegible]

UV Upgrade Chapman Creek Water Treatment Plant

Indicate the Construction Schedule utilizing a bar chart with all major item description in time

[illegible]

List of Equipment

UV Upgrade Chapman Creek Water Treatment Plant

(TITLE OF PROJECT)

Description	Make	Model

END OF SECTION

Type of Contract

(Attached as a separate document)

Section 007300 Supplementary General Conditions

The Canadian Construction Documents Committee, Standard Construction CCDC2 - 2020, is hereby modified as follows:

GC DEFINITIONS

Add the following definitions:

Abnormally Adverse Weather

Abnormally Adverse Weather means temperature, precipitation, wind or other weather condition which, in a two (2) week period, differs from the statistical average for that condition in that period by more than one standard deviation, calculated based on relevant data available from Environment Canada.

Construction Schedule

Construction Schedule means a schedule of the Work prepared by the Contractor setting out the start and completion dates of the major elements of the Work including, but not limited to, mobilization, shop drawings, construction, installation, testing, commissioning, Substantial Performance of the Work, Owner occupancy and any other Milestone Dates, and may be amended from time to time

Notice to Proceed

Notice to proceed means the notice from the Owner to proceed with the *Work*.

Notice of Award

Notice to Award means the notice from the Owner for the award of the contract for the *Work*.

Ready-for-Takeover

Ready-for-Takeover means that when the conditions set out in paragraph 12.1.1 of GC. 12.1 Ready-for-Takeover have been met, as verified by the Consultant pursuant to paragraph 12.4.4.2 of GC 12.1 Ready-for-Takeover has been attained.

GC 3.4 CONSTRUCTION SCHEDULE

Section GC 3.4 is amended by modify the following paragraph:

- 3.4.1 In Paragraph 3.4.1 sub-paragraph .1 delete ..."prior to the first application for payment."... and replace with the following: "within five (5) working days after Notice of Proceed";

Section CG 3.4 is amended by the addition of the following paragraphs 3.4.2 and 3.4.3:

- 3.4.2 If the Consultant determines that, because of the Contractor's own acts or omissions, the progress of the Work is behind the Construction Schedule, or the Contractor will not meet any particular Milestone Date then the Contractor shall, upon written notice from the Consultant and at the Contractor's own cost, take all reasonable measures to accelerate the Work so as to conform to the Construction Schedule or meet the Milestone Date.
- 3.4.3 If, for any reason, the Contractor deems it necessary to accelerate the Work then the Contractor shall provide written notice of its intention to accelerate the Work

five (5) Working Days prior to doing so and shall accelerate the Work at its own expense.

GC 3.5 SUPERVISION

Section GC 3.5 is amended by adding the following paragraph:

- 3.5.3 If the competence or performance of the representative is not satisfactory to the Owner or the Consultant then, on written request from the Owner or the Consultant, the Contractor shall provide a replacement satisfactory to the Consultant.

GC 3.8 SHOP DRAWINGS

Section GC 3.8 is amended by adding the following paragraph:

- 3.8.7 The Contractor shall submit all Shop Drawings, record drawings and any other drawings concerning the Work by providing one (1) hardcopy and in one (1) electronic reproducible form.

GC 6.5 DELAYS

Section GC6.5 is amended by the addition of the following:

- 6.5.6 It is agreed by the Parties to the *Contract* that in case all the Work called for under the Contract is not finished by the completion date specified in the *contract* or as amended by the *Owner*, damage will be sustained by the *Owner*, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay. The Parties therefore agree that the *Owner* may deduct from monies owing to the Contractor the sum of \$750 per day, or all direct out-of-pocket costs, such as safety, security, or equipment rental, reasonably incurred by the Owner as a direct result of such delay, for Liquidated Damages for each and every calendar days delay in completing the Work beyond the date of completion prescribed and it is agreed that amount is an estimate of actual damage to the Owner which will accrue during the period in excess of the prescribed date of completion.

The Contractor shall not be assessed with Liquidated Damages for any delay caused by Acts of God, or of the Public Enemy, Act of the Owner, the Owner, or of any Foreign State, Fire, Epidemics, Quarantine Restrictions, Embargoes, or Delays of Sub-Contractors due to such causes. If the Contractor is delayed by reason of alterations or changes made under GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT, PART 6, GC 6.1 CHANGES, the time of completion shall be extended as determined by the Owner in his sole discretion.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

Subsection GC 10.2 is amended by the addition of the following paragraph:

- 10.2.8 The Contractor will notify, obtain inspections and approvals from, and co-operate with other organizations involved or affected by the Work, such as telephone, light and power, gas, railway companies, government agencies.

Subsection GC 10.2 Subsection 10.2.4 is replaced with the following paragraph:

- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, orders, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

GC 11.1 INSURANCE

Section GC11.1 subsection 11.1.1. 3 is amended by the following:

Delete in its entirety.

"Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the Work."

"

END OF SECTION