



## TENDER 17-15

### LIFT STATION BACKUP GENERATORS

#### ADDENDUM NO. 2

October 13<sup>th</sup>, 2017

**This addendum forms part of the Tender Documents** and shall be read, interpreted, and coordinated with all other parts. The costs of all elements contained herein shall be included in the submission. The following revisions, changes, corrections, additions, and or deletions supersede the information contained in the original Documents to the extent referenced and shall become part thereof.

#### **Addendum Item 1 - Questions and Answers**

---

##### 1. **Proponent Question:**

Is a Performance Bond and a Labour and Materials Bond required?

##### **Response:**

Yes, a Performance Bond and a Labour 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 is required to be delivered to the Owner within 10 days of receipt of the written Notice of Award.

Section 5.1.1 of the Form of Tender has been updated to reflect this requirement. Please replace the Form of Tender with **Form of Tender (issued October 13<sup>th</sup>, 2017)** as attached to this addendum.

#### **End of Addendum**

Clinton J. Crook, SCMP, CPSM  
Senior Buyer

**Form of Tender**  
**(issued October 13<sup>th</sup>, 2017)**

**CITY OF CAMPBELL RIVER**

**Reference No.:** TENDER 17-15

**Contract:** LIFT STATION BACKUP GENERATORS

**TO OWNER:**

**1 I (WE), THE UNDERSIGNED:**

1.1 have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers, the specified edition of the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

(ADDENDA, IF ANY)

(TENDERER TO COMPLETE)

1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and

1.3 have complied with the Instructions to Tenderers; and

**2 ACCORDINGLY I (WE) HEREBY OFFER:**

2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and

2.2 to achieve *Substantial Performance* of the *Work* **within 150 Days** from receipt of a *Notice to Proceed*; 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 Lump Sums 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*

Tenderer's Initial	Owner's Initial

*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 I (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.

**4 I (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.

**5 I (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 10 *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*, and
- b a *Construction Schedule*, as provided by GC 4.6.1; and as per *Supplemental Specifications* in 01 31 00S; and
- c a "clearance letter" indicating that the tenderer is in WCB compliance; and

Tenderer's Initial	Owner's Initial

- d a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place; and
  - e a Health and Safety Program Manual pertaining to the Work;
- 5.1.2 As per General Condition 4.6.6, the Owner shall issue the Notice to Proceed within 14 days of receipt of the documentation required under item 5.1.1 above.
- 5.1.3 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*.
- 5.1.4 sign the *Contract Documents* as required by GC 2.1.2.
- 5.1.5 within 10 days of the issue of the *Certificate of Substantial Performance* deliver to the Owner, a Maintenance Period Financial Security as per Supplementary General Condition 25.4.1.

**6 I (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 me (us) to enter into the *Contract* and the *Owner* may, on written notice to me (us), award the *Contract* to another party.

**7 I (WE) DECLARE THAT:**

- 7.1 no person, firm or company other than the undersigned, has any interest in this tender or in the proposed *Contract* for which this tender is made;

Tenderer's Initial	Owner's Initial

7.2 this tender is made without any connection, knowledge, comparison of figures, or agreement with any other company, firm or person making a tender for the same work;

7.3 in tendering for this work, and when called upon to enter into an agreement with the *Owner*, I (we) will be bound to comply with all laws, statutes, and municipal bylaws pertaining to the work. The agreement will be governed by the laws of the province of British Columbia;

7.4 in submitting this tender I (we) did not rely upon any information provided by the *Owner*, or any of the *Owner's* employees or agents, relating to the conditions, contingencies, risks or other circumstances, local or otherwise, which might influence or affect the performance or the cost of the work, including, without limiting the nature of the ground, subsoil, substrata of the work site, the means of access to the work site, the quality, quantity, nature or location of the materials to be furnished or removed in performance of the work, and the conditions under which the labour force will be employed, except the extent that any such information is expressly set forth in the *Contract Documents*. I (we) have relied on our own examination of the work site and have informed ourselves as to all conditions, contingencies, risks, and circumstances, local or otherwise, which might influence or affect the performance or the cost of the work. I (we) accept the site prior to the signing of the *Contract*.

**8 WE AGREE:**

8.1 The *Work* shall be completed entirely in 150 *Days* (The Designated Completion Period);

8.2 There shall be no exclusion of time from the Designated Completion Period for any reason OTHER than delays clearly attributable to the OWNER, its agents, employees or any Authorized Representatives.

**9 I (WE) DECLARE THAT:**

9.1 I (we) recognize that the lowest or any tender will not necessarily be accepted; and

9.2 I (we) recognize that the *Owner* reserves the right to reject all tenders or to accept the tender which best suits its long term objectives; and

Tenderer's Initial	Owner's Initial

I (we) recognize that the *Owner* reserves the right to accept or reject all or part of this Tender at any time during the period specified by paragraph 5.1 of this Form of Tender.

**10 I (WE) DECLARE THAT:**

10.1 I (we) do not (or any related company) have any family, ownership, and operating relationships with the City of Campbell River, or any elected official, staff or other officials holding public office in the City of Campbell River and agree that the *Owner* reserves the right to reject any tender that may be perceived to be in a conflict of interest.

**11 I (WE) DECLARE THAT:**

11.1 In this tender:

- (a) "Related Party of the Tenderer" means:
  - an officer or director of the Tenderer;
  - a shareholder of the Tenderer;
  - a corporation with a shareholder or director who is also a shareholder or director of Tenderer;
- (b) "Public Authority" has the same meaning as under the Community Charter.

11.2 I (we) hereby declare that neither the Tenderer nor a Related Party of the Tenderer:

- (a) has had a bid bond or performance bond retained or claimed against;
- (b) has breached a contract for works or services with the *Owner* or other Public Authority in British Columbia;
- (c) has been engaged in a legal action against the *Owner* or another Public Authority in British Columbia, or the elected or appointed officers and employees of the *Owner* or that other Public Authority, in relation to:
  - any other contract for works or services;
  - any matter arising from the exercise of the *Owner's* or the other Public Authority's powers, duties or functions under the Community Charter, Local Government Act or other enactment;
- (d) has been charged or convicted of an offence in relation to the performance of a contract for works or services with the *Owner* or other Public Authority;

within five years of the closing date of this Tender.

Tenderers who are unable to truthfully complete this declaration

Tenderer's Initial	Owner's Initial

must provide full particulars of the relevant circumstances. Submission of a false declaration is grounds for rejection of a tender.

11.3 I (we) hereby declare that the *Owner* may in its absolute discretion reject a Tender submitted by a Tenderer if the Tenderer or a Related Party of the Tenderer:

- (a) has had a bid bond or performance bond retained or claimed against;
- (b) has breached a contract for work or services with the *Owner* or other Public Authority in British Columbia;
- (c) has been engaged in a legal action against the *Owner* or another public authority in British Columbia, or the elected or appointed officers and employees of the *Owner* or that other public authority, in relation to:
  - any other contract for works or services;
  - any matter arising from the exercise of the *Owner's* or the other public authority's powers, duties or functions under the Community Charter, Local Government Act or other enactment;
- (d) has been charged or convicted of an offence in relation to the performance of a contract for works or services with the *Owner* or other Public Authority;

within five years of the closing date of this Tender.

11.4 I (we) hereby declare that in determining whether to reject a tender the *Owner* will consider whether:

- (a) the legal action is likely to affect the Tenderers ability to work with the *Owner*, its consultants and representatives, and;

whether the *Owner's* or other public authority's experience with the Tenderer indicates that the *Owner* is likely to incur increased costs including but not limited to staff and legal costs in the administration of this contract if it is awarded to the Tenderer.

**12 I (WE) AGREE THAT:**

12.1 I (we) agree that if any director, officer or employee, agent or

Tenderer's Initial	Owner's Initial

**CITY OF CAMPBELL RIVER  
TENDER 17-15  
LIFT STATION BACKUP GENERATORS  
FORM OF TENDER (issued October 13<sup>th</sup>, 2017)**

other representative of a Tenderer makes any representation or solicitation to the Mayor, any Councillor, officer or employee of the City of Campbell River, other than those specifically designated in the Tender documents, with respect to this Tender, whether before or after the submission of the Tender, the City shall be entitled to reject or not accept the Tender.

**MY (OUR) ADDRESS** is as follows:

\_\_\_\_\_  
(Full Legal Name of Corporation, Partnership or Individual)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(city, province) (postal code)

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

This Tender is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Authorized Signatory)

Tenderer's Initial	Owner's Initial



## Appendix 1

### SCHEDULE OF QUANTITIES AND PRICES – GST EXCLUDED (See paragraph 5.3.1 of the Instructions to Tender – Part II)

(All prices and *Quotations* including the *Contract Price* shall include all *Taxes*, but shall not include *GST*, *GST* shall be shown separately.)

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>01 20 00S SECTION 1 - GENERAL</b>					
1.1	Mobilization & Demobilization	LS	1		
<b>01 20 00S SECTION 2 - GENERATOR INSTALLATIONS</b>					
2.1	Lift Station 8	LS	1		
2.2	Lift Station 9	LS	1		
2.3	Lift Station 10	LS	1		
2.4	Lift Station 12	LS	1		
2.5	Lift Station 14	LS	1		
2.6	Lift Station 15	LS	1		
<b>01 20 00S SECTION 3 - FINAL DOCUMENTS</b>					
3.1	Operation & Maintenance Manuals	LS	1		
				<b>SUB-TOTAL:</b>	\$
				GST (5%):	\$
				<b>TOTAL:</b>	\$

**OPTIONAL WORK:**

<b>01 20 00S SECTION 4</b>					
4.1	Additional Maintenance Services	LS	1		

**Specify Manufacturer(s) and Genset(s) Supplier:**

---



---

Tenderer's Initial      Owner's Initial

--	--

## Appendix 2

### PRELIMINARY CONSTRUCTION SCHEDULE

(See paragraph 5.3.2 of the Instructions to Tenderers - Part II)

Indicate Time-Scaled Network Construction Schedule Based On *Critical Path Method*.  
 See Supplemental Specification 01 31 00S For Further Detail

ACTIVITY (with milestone dates)	CONSTRUCTION SCHEDULE WITH CRITICAL PATH SHOWN (weeks)																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20

Tenderer's Initial	Owner's Initial

## Appendix 3

### EXPERIENCE OF SUPERINTENDENT (See paragraph 5.3.3 of the Instructions to Tenderers - Part II)

Name: \_\_\_\_\_

1. Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

References: \_\_\_\_\_

2. Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

References: \_\_\_\_\_

3. Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

References: \_\_\_\_\_

Tenderer's Initial    Owner's Initial

--	--

## Appendix 4

**COMPARABLE WORK EXPERIENCE**  
(See paragraph 5.3.4 of the Instructions to Tenderers - Part II)

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

Tenderer's Initial	Owner's Initial

## Appendix 5

### SUBCONTRACTORS

(See paragraph 5.3.5 of the Instructions to Tenderers - Part II)

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER

Tenderer's Initial      Owner's Initial

--	--

## Appendix 6

### TENDERERS CURRENT PROJECTS UNDERWAY

PROJECT	OWNER/ CONTRACT NAME	PHONE NUMBER	WORK DESCRIPTION	VALUE (\$)	% COMPLETE

Tenderer's    Owner's  
Initial        Initial

--	--