**SECTION B**

**FORM OF TENDER**

**UNIT PRICE**

**FORM OF TENDER**

**FT PAGE 1 OF 8**

**CONTRACT**

**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.**

*Owner:* City of Surrey

# *Contract:* Civil Works to Service Three (3) Lot Subdivision

Reference No. 1220-020-2019-003

**To *Owner***:

**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 )

**ACCORDINGLY WE HEREBY OFFER**

* 1. have full knowledge of the *Place of the Work*, and the *Work* required; and
  2. have complied with the Instructions to Tenderers; and
  3. 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
  4. to achieve *Substantial Performance of the Work* on or before **March 31, 2020 or sooner**; and
  5. 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.

**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.

**WE CONFIRM:** 4.1 that the following appendices are attached to and form a part of this

tender:

* + 1. the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II;
    2. the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II; and

**UNIT PRICE**

**FORM OF TENDER**

**FT PAGE 2 OF 8**

**CONTRACT**

|  |  |  |
| --- | --- | --- |
|  |  | 4.1.3 the Agreement to Bond – Performance, and Labour and Materials Payment filled and signed. |
| **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*, covering the performance of the *Work* including the *Contractor’s* obligations during the *Maintenance Period*, 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 *Baseline Construction Schedule*, as provided by GC 4.6.1; |
|  |  | (c) a “clearance letter” indicating that the *Tenderer* is in Worksafe BC compliance; and |
|  |  | (d) a copy of the insurance policies as specified in SGC 24 indicating that all such insurance coverage is in place and; |
|  |  | 5.1.2 within 5 *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 2.1.2. |

|  |  |  |
| --- | --- | --- |
| **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*. |

**UNIT PRICE**

**FORM OF TENDER**

**FT PAGE 3 OF 8**

**CONTRACT**

# OUR ADDRESS IS AS FOLLOWS:

|  |
| --- |
| Business Phone: |
| Business Fax: |
| Business E-mail: |
| Attention: |

This Tender is executed this day of , 2019.

*CONTRACTOR:*

|  |
| --- |
| **(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)** |
| **(AUTHORIZED SIGNATORY)** |
| **(AUTHORIZED SIGNATORY)** |

**UNIT PRICE CONTRACT**

# APPENDIX 1

**SCHEDULE OF QUANTITIES AND PRICES**

**FT PAGE 4 OF 8**

See paragraph 5.3.1 of the Instructions to Tenderers – Part II

All prices and Quotations including the *Contract Price* shall include all *Taxes*, except for *GST. GST* shall be shown separately.

# Contract No.: ITT #1220-020-2019-003 Civil Works to Service Three (3) Lot Subdivision Schedule of Quantities and Prices – Summary Sheet

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Item Description** | **Amount** |
| 1.0 | Clearing and grubbing | $ |
| 2.0 | Roadworks | $ |
| 3.0 | Asphalt overlay | $ |
| 4.0 | Storm sewer works, tie-in and connections | $ |
| 5.0 | Sanitary sewer works, tie-ins and connections | $ |
| 6.0 | Street lighting | $ |
| 7.0 | Lot grading | $ |
| 8.0 | Hydro/telephone installation | $ |
| 9.0 | Temporary siltation and sediment control measures | $ |
| 10.0 | On-lot storm water detention facilities | $ |
|  | **Tender Price:** | $ |
|  | GST: | $ |
|  | **Tender Price, including GST:** | $ |

**UNIT PRICE CONTRACT**

# APPENDIX 2

**PRELIMINARY CONSTRUCTION SCHEDULE**

**FT PAGE 5 OF 8**

See paragraph 5.3.2 of the Instructions to Tenderers – Part II

ITT #1220-020-2019-003 Civil Works to Service Three (3) Lot Subdivision

Tenderer’s should provide an estimated schedule, with major item descriptions and time indicating a commitment to perform the *Contract* within the time specified (use the spaces provided and/or attach additional pages, if necessary).

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **ACTIVITY** | **Time from *Notice to Proceed* in *Days*** | | | | | | | | | |
| (Insert the following milestone dates) | **20** | **40** | **60** | **80** | **100** | **120** | **140** | **160** | **180** | **200** |
| *Notice to Proceed* |  |  |  |  |  |  |  |  |  |  |
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| *Substantial Performance* |  |  |  |  |  |  |  |  |  |  |

Proposed Disposal Site: \_ \_

**UNIT PRICE CONTRACT**

# APPENDIX 3

**EXPERIENCE OF SUPERINTENDENT**

**FT PAGE 6 OF 8**

Reference MMCD Instructions to Tenderers – Part II, Item 5.3.3

ITT #1220-020-2019-003 Civil Works to Service Three (3) Lot Subdivision

|  |
| --- |
| **Proposed Project Superintendent Name: \_ \_ \_** |
| **List of Project Experience:** |

|  |
| --- |
| **Dates:** |
| Project Name: |
| Responsibility: |
|  |
|  |
| References: |

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| **Dates:** |
| Project Name: |
| Responsibility: |
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| References: |

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| **Dates:** |
| Project Name: |
| Responsibility: |
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| References: |

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| **Dates:** |
| Project Name: |
| Responsibility: |
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| References: |

**UNIT PRICE CONTRACT**

# APPENDIX 4 COMPARABLE WORK EXPERIENCE

**FT PAGE 7 OF 8**

See paragraph 5.3.4 of the Instructions to Tenderers – Part II

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **PROJECT** | **OWNER / CONTACT NAME PHONE** | | | **WORK**  **DESCRIPTION & YEAR COMPLETED** | | **VALUE ($)** |
|  | Owner / Contract | |  |  |  |  |
| Phone | ( ) | |  |
|  | Owner / Contract | |  |  |  |  |
| Phone | ( ) ( | | ) |
|  | Owner / Contract | |  |  |  |  |
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**UNIT PRICE CONTRACT**

# APPENDIX 5 SUBCONTRACTOR’S

**FT**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **TENDER DIVISION** | **TRADE** | **SUBCONTRACTOR NAME**  **(Full Legal Name of Company)** | **PHONE NUMBER** |
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