**CITY OF SURREY**

**Tender No.: 1220-020-2023-002**

**CONSTRUCTION OF A COMMUNITY HALL BUILDING INCLUDING PARKING AND LANDSCAPE**

1. PART C – FORM OF TENDER

**City of Surrey** (the “*Owner*”)

**Title*:*** Construction of a Community Hall Building including Parking and Landscape

**Reference No.:** 1220-020-2023-002

**TO OWNER:**

1. WE, THE UNDERSIGNED:
	1. have received and carefully reviewed all of the Tender Documents, including the Instructions to Tenderers, the Form of Tender, the *Contract Documents*, the *Specifications* and *Drawings*, City of Surrey’s Supplementary General Conditions, and the following Addenda, if any:

|  |  |
| --- | --- |
| **Addendum No.** | **Date Issued** |
|  |  |
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* 1. have full knowledge of the *Place of the Work*, and the *Work* required; and
	2. have complied with the Instructions to Tenderers; and
1. ACCORDINGLY WE HEREBY OFFER:
	1. to perform and complete all the *Work* and to provide all the labour, *Construction Equipment* and material all as set out in the *Tender Documents*, in strict compliance with the *Tender Documents*; and
	2. The *Work* on this *Project* is anticipated to commence on August 21st 2023 and to be substantially completed on February 5, 2024.
	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 listed in Appendix 1, 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 *Tender* is to perform and 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 includes GST.
2. WE CONFIRM:
	1. that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices (if any)* are estimated, and that the actual quantities will vary.
3. WE CONFIRM:
	1. that the following appendices are attached to and form a part of this *Tender*:
		1. Appendix 1 – Schedule of Quantities and Prices

Appendix 2 – Optional Prices

Appendix 3 – Separate Prices

Appendix 4 – Force Account Labour and Equipment Rates

Appendix 5 – Preliminary Construction Schedule

Appendix 6 – Tenderer’s Experience in Similar Work

Appendix 7 – Tenderer’s Senior Supervisory Staff

Appendix 8 – Subcontractors and Suppliers

Appendix 9 – Bid Bond

* + 1. the bid security as required by paragraph 10.1 of Part B - Instructions to *Tenderers*; and
		2. the Agreement to Bond – Performance, and Labour and Materials Payment filled and signed (Refer to Part I – Sample Forms for Additional Information).
1. WE AGREE:
	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 Time*, even if the tender of another *Tenderer* is accepted by the *Owner*. If within this period the *Owner* delivers a written notice (“*Letter of Intent*”) by which the *Owner* accepts our *Tender* we will:
		1. within 10 *calendar days* of receipt of the written *Letter of Intent* deliver to the *Owner*:
			* 1. 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*;
				2. agreed upon Schedule of Values;
				3. a finalized critical path *Construction Schedule*;
				4. a detailed traffic management plan addressing vehicular and pedestrian movement, safety and access with specific detailing on methods, building and maintenance of temporary structures, signage and materials used to maintain the *Place of the Work* operations and access to staff and public users of the *Place of the Work*;
				5. a detailed *Place of the Work* specific safety and health plan addressing as a high-level overview the health and safety issues including, but not limited to hazards, mitigation measures, site orientations, safety meetings, first aid attendant requirements, and training requirements and record keeping;
				6. a WorkSafeBC “clearance letter” and Prime Contractor Designation letter indicating that the *Tenderer* is in WorkSafeBC compliance;
				7. a copy of a valid City of Surrey or Intermunicipal Business License; and
				8. a completed and signed Certificate of Insurance for the amounts required in the proposed *Contract Documents* as a minimum, naming the *Owner* as additional insured and generally in compliance with the *Owner’s* sample insurance certificate form [as](https://surreybc.sharepoint.com/sites/FIN.Solicitations/020%20Invitations%20to%20Tender%20ITT/2023/2023-002%20-%20Construction%20of%20a%20Community%20Hall%20Building%20including%20Parking%20and%20Landscape/as) attached as Part I, Appendix A.
				9. a Construction Fire Safety plan.
		2. within fifteen (15) calendar days of receipt of the written Letter of Intent, or such longer time as may be otherwise specified in the Letter of Intent, execute the *Contract Documents*.
		3. within five (5) *calendar 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*
2. WE AGREE:
	1. that, if we a receive written *Letter of Intent* of this *Contract* and, contrary to paragraph 5 of this *Form of Tender*, we:
		1. fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this *Form of Tender*; or
		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:

* + 1. the face value of the Bid Security; and
		2. the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.
1. Our Business Address is as follows:

Business Phone:

Business Fax:

Business E-mail:

GST Registration No.:

Name and Title of Contact (for communication related to this Tender):

This *Tender* is executed this day of , 2023.

*Contractor*:

(Full Legal Name of Corporation, Partnership or Individual)

(Name and Title of Authorized Signatory)

(Signature of Authorized Signatory)

APPENDIX 1 – SCHEDULE OF QUANTITIES AND PRICES

|  |
| --- |
| **Schedule of Quantities and Prices – Summary Sheet** |
| **Item#** | **Description** | **Amount** |
| A | Tender Price (including Cash Allowance) | $ |
| B | GST (5%) | $ |
| C | Total Tender Price (including GST): | $ |

**APPENDIX 1 – SCHEDULE OF QUANTITIES AND PRICES (cont’d)**

For the purposes of comparison of *Tenders* and for subsequent payment, each *Tenderer* should breakdown its total *Tender Price* into the following lump sum items. We certify that the following is an accurate and balanced breakdown of our *Tender Price(s). Work* required, but not specifically mentioned, is included in the item with which it is most closely associated with. Refer to *Drawings* and *Specifications* for a description of the *Work* to be involved in each item.

All prices and quotations including the *Tender Prices* shall include all taxes, but should not include GST. GST should be shown separately.

**Table 1 – Schedule of Quantities and Prices**

| **Item No.** | **Description** | **Itemized Price****(GST Excluded)** |
| --- | --- | --- |
| 1 | Insurance ● Wrap-Up commercial General Liability● Builder’s Risk (Full Construction Value) | $ |
| 2 | Division 01 – General Requirements | $ |
| 3 | Division 02 – Existing Conditions | $ |
| 4 | Division 03 – Concrete | $ |
| 5 | Division 05 – Metals | $ |
| 6 | Division 06 – Wood, Plastics & Composites | $ |
| 7 | Division 07 – Thermal & Moisture Protection | $ |
| 8 | Division 08 – Openings | $ |
| 9 | Division 09 – Finishes | $ |
| 10 | Division 10 – Specialties | $ |
| 11 | Division 12 – Furnishings | $ |
| 12 | Division 21 – Fire Suppression | $ |
| 13 | Division 22 – Plumbing | $ |
| 14 | Division 23 – Heating, Ventilating & Air Conditioning (HVAC) | $ |
| 15 | Division 26 – Electrical | $ |
| 16 | Division 27 – Communications | $ |
| 17 | Division 28 – Electronic Safety & Security | $ |
| 18 | Site Servicing (Off-site services) | $ |
| 19 | Site Servicing (Site Lighting) | $ |
| 20 | Site Servicing (Sanitary, Storm and Water Services – on site) | $ |
| 21 | Site Works (Grading – Rough and Finish) | $ |
| 22 | Site Works (Grading – Rough and Finish) | $ |
| 23 | Site Works (Asphalt Paving / Concrete Curbs, Pads, Walks) | $ |
| 24 | Site Works (Fences, Screens and Gates) | $ |
| 25 | Landscape Works (Soft Landscaping) | $ |
| 26 | Landscape Works (Hard Landscaping – Pavers and Retaining Walls) | $ |
| 27 | Cash Allowance for Building Sign (supply and install) | $10,000.00 |
| **Sub-Total (Line items 1 through 27):** | $ |

***(carry forward the Sub-total Tender Price, including Cash Allowance, to line item A. Schedule of Quantities and Prices – Summary Sheet)***

APPENDIX 2 – OPTIONAL PRICES

The following is a list of optional prices and forms a part of this Contract, upon acceptance of any or all of the optional prices. The optional prices are a deduction from or an addition to the total Tender Price and do not include GST. DO NOT state a revised total Tender Price.

|  |  |  |  |
| --- | --- | --- | --- |
| **LINE ITEM** | **DESCRIPTION OF OPTIONAL PRICE ITEMS** | **ADDITION****$****(exclude GST)** | **DEDUCTION****$****(exclude GST)** |
| 1. | **e.g., Roofing Contractors Association of British Columbia (RCABC) 10 year material & labour warranty.** | **$** | **$** |
| 2. |  **Sloped roofs R1: supply/install Enviroshake roof shingles in lieu of the specified Cedar shake roofing.** | **$** | **$** |
| 3. |  **Sloped roofs R1: supply/install asphalt roof shingles in lieu of the specified Cedar shake roofing: Timberline shingles by GAF; Landmark by Certainteed; Cambridge by IKO; or approved equal.** | **$** | **$** |
| 4. | **Exterior Walls W1: supply/install HardieShingle siding (staggered edge panel) - ColourPlus or approved equal in lieu of the specified Cedar wall shingles.** | **$** | **$** |
| 5. | **Exterior Walls W2: supply/install HardiePanel vertical siding - ColourPlus or approved equal in lieu of the specified vertical wood siding.** | **$** | **$** |

APPENDIX 3 – SEPARATE PRICES

The following is a list of Separate Price(s) to the *Work* and forms part of this *Tender*, upon the acceptance of any or all of the Separate Price(s). The Separate Prices are an addition or a deduction to the Total *Tender Price(s)* and do not include GST. DO NOT state a revised Total *Tender* Price.

|  |  |  |
| --- | --- | --- |
| **Description of Separate Price Items** | **Addition** | **Deduction** |
| **SP-1. Performance Bond at 50% of total contract value:** |
| CCDC 221 (latest Preferred) | $ | $ |
| **SP-2. Labour and Material Payment Bond at 50% of total contract value:** |
| CCDC 222 (latest Preferred) | $ | $ |

APPENDIX 4 – FORCE ACCOUNT LABOUR AND EQUIPMENT RATES

**1. Contractor Labour Rates**

*Tenderers* shall utilize qualified skilled trades personnel on this *Project*.

*Tenderers* should provide force account labour rates in the table below for all labour categories that may be involved in the *Work*. The labour rates will remain firm for the term of the *Contract* and will be used by the *Owner* for the purpose of evaluating and valuing changes in the *Work* in the case of lump sum, or in case of force account valuation.

The labour rates provided below are all inclusive and include without limitation, wages, taxes and assessments and benefits payable in accordance with applicable laws, mobilization and demobilization, supervision, administration, small tool allowance including small tool rental, overhead and profit.

For the purposes of the above, small tools are considered to be any tool worth $2,000 or less in new value. All other tools should be listed as equipment in the table under item 2 below.

| **LABOUR CATEGORY** | **STRAIGHT TIME/HR****(exclude GST)** | **OVERTIME RATE/HR****(excluded GST)** |
| --- | --- | --- |
| 1. Project Manager | **$** | **$** |
| 2. Site Superintendent | **$** | **$** |
| 3. Foreman | **$** | **$** |
| 4. Plumber (BCTQ) | **$** | **$** |
| 5. Electrician (BCTQ) | **$** | **$** |
| 6. Apprentice (or experienced) | **$** | **$** |
| 7. Labourer/Helper |  |  |
| Others Not Listed Above (Specify): |
| X. |  |  |
| X.  | **$** | **$** |
| X.  | **$** | **$** |

**APPENDIX 4 – FORCE ACCOUNT LABOUR AND EQUIPMENT RATES (cont’d)**

2. Equipment Rates

*Tenderers* should provide equipment rates for all equipment that will be involved in the *Work*. The equipment rates will remain firm for the term of the *Contract* and will be used by the *Owner* for the purpose of evaluating and valuing changes in the *Work* in the case of lump sum, or in case of force account valuation. The rates provided below are all inclusive and include without limitation, operator, fuel, lubrication, service, maintenance, depreciation, mobilization and demobilization, overhead and profit.

It is acknowledged by the *Contractor* that if any portion of an hour is spent in performing the *Work* on a force account basis, a pro-rated portion of the force account rate shall only be charged.

|  |  |  |
| --- | --- | --- |
| **CONSTRUCTION EQUIPMENT CLASSIFICATION** | **HOURLY RATE****(exclude GST)** | **SPECIFY MAKE & MODEL** |
|  | **$** |  |
|  | **$** |  |
|  | **$** |  |
|  | **$** |  |
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|  | **$** |  |
|  | **$** |  |

We confirm that the rates quoted above will remain in force until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023.

(Additional pages may be attached to this page. Each such additional page is to be clearly marked “ITT (state tender name and tender number), FORM OF TENDER – PART B.)

APPENDIX 5 – PRELIMINARY CONSTRUCTION SCHEDULE

Indicate Schedule with bar chart with major item descriptions and time.

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| **Construction Schedule for 1220-020-2023-002 – Construction of a Community Hall Building including Parking and Landscape** |
| **Construction Activity****(insert milestone tasks and dates)** | *(insert month)* | *(insert month)* | *(insert month)* | *(insert month)* | *(insert month)* | *(insert month)* | *(insert month)* | *(insert month)* | *(insert month)* | *(insert month)* | *(insert month)* | *(insert month)* | *(insert month)* |
| **Weeks** | **Weeks** | **Weeks** | **Weeks** | **Weeks** | **Weeks** | **Weeks** | **Weeks** | **Weeks** | **Weeks** | **Weeks** | **Weeks** | **Weeks** |
| **Project Phases / Tasks** | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| Notice to Proceed |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| Substantial Performance |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

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

APPENDIX 6 – TENDERER’S EXPERIENCE IN SIMILAR WORK

**1. TENDERER’S EXPERIENCE**

This document is intended to provide information on the capacity, competence, and relevant experience of the Tenderer. Tenderer may supplement information with additional sheets if required.

Tenderer’s should have a minimum of \_\_ years experience on projects of similar in nature to this *Project*.

|  |  |
| --- | --- |
| **Project #1** Title and Location: |  |
| Date Started: |  |
| Date Completed: |  |
| Project Value and Approx. Size: |  |
| Company Name: |  |
| Contact Person: |  |
| Business Telephone and Business E-mail: |  |
| Consultant Name and Contact: |  |

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| --- | --- |
| **Project #2** Title and Location: |  |
| Date Started: |  |
| Date Completed: |  |
| Project Value and Approx. Size: |  |
| Company Name: |  |
| Contact Person: |  |
| Business Telephone and Business E-mail: |  |
| Consultant Name and Contact: |  |

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| --- | --- |
| **Project #3** Title and Location: |  |
| Date Started: |  |
| Date Completed: |  |
| Project Value and Approx. Size: |  |
| Company Name: |  |
| Contact Person: |  |
| Business Telephone and Business E-mail: |  |
| Consultant Name and Contact: |  |

Note: Use the spaces provided and/or attach additional pages, if necessary.

**APPENDIX 6 – TENDERER’S EXPERIENCE IN SIMILAR WORK (cont’d)**

**2. SUBCONTRACTOR’S EXPERIENCE**

 Name of Subcontractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| **Year** | **Description of Contract** | **Name & Business Telephone Number** | **Contract Value** **($ Canadian)** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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 Name of Subcontractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| **Year** | **Description of Contract** | **Name & Business Telephone Number** | **Contract Value** **($ Canadian)** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

 Name of Subcontractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| **Year** | **Description of Contract** | **Name & Business Telephone Number** | **Contract Value** **($ Canadian)** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Note: Use the spaces provided and/or attach additional pages, if necessary.

APPENDIX 7 – TENDERER’S SENIOR SUPERVISORY STAFF

The Tenderer, having read and understood all documents relating to this Invitation To Tender confirm we possess the necessary qualifications as required by the specifications.

**1. TENDERER’S SENIOR SUPERVISORY STAFF EXPERIENCE**

Name: Appointment: Project Manager

Experience:

Dates:

Project Name:

Responsibility:

References:

Name: Appointment: Project Superintendent

Experience:

Dates:

Project Name:

Responsibility:

References:

Name: Appointment: Safety Supervisor

Experience:

Dates:

Project Name:

Responsibility:

References:

Note: Qualifications and experience (resumes) should be provided in detail on separate sheets attached to this page. Back-up capability and personnel should be indicated of each category of staffing.

Note: Use the spaces provided and/or attach additional pages, if necessary.

**2. SUBCONTRACTOR’S SENIOR SUPERVISORY STAFF EXPERIENCE**

Name of Subcontractor:

Name: Appointment: Project Superintendent

Experience:

Dates:

Project Name:

Responsibility:

References:

Name: Appointment: Project Superintendent

Experience:

Dates:

Project Name:

Responsibility:

References:

Name: Appointment: Project Superintendent

Experience:

Dates:

Project Name:

Responsibility:

References:

Note: Use the spaces provided and/or attach additional pages, if necessary.

**.**

APPENDIX 8 – SUBCONTRACTORS AND SUPPLIERS

The *Tenderer* proposes to use the following *Subcontractors* and *Suppliers* for the divisions or sections of *Work* / supply listed below. [Note: It is not necessary for *Tenderer* to list all *Subcontractors* and *Suppliers* that the *Tenderer* proposes to use – only those for the divisions or sections of *Work* / supply as may be listed below.]

The named *Subcontractors* and *Suppliers* will not be changed without the written approval of the *Owner*.

**1. Sub-Trade Section**

|  |  |  |
| --- | --- | --- |
| **Description of work /supply** |  | **Name, address and business phone number of Subcontractor / Supplier** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**2. Equipment Section**

|  |  |  |
| --- | --- | --- |
| **Equipment** |  | **Manufacturer and Model** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

The *Owner* reserves the right of approval for each of the *Subcontractors* and *Suppliers*. The *Contractor* will be given the opportunity to substitute an acceptable *Subcontractor* and *Supplier*, if necessary.

**Use the spaces provided and/or attach additional pages, if necessary**

APPENDIX 9 – ATTACH BID BOND

**(Submit with your Tender, a .pdf copy of the original 10% Bid Bond, CCDC 220 (latest))**