

BC DOCUMENTS COMMITTEE DOCUMENTS

BCDC 2-2022



Guidelines and Standard Documents for a Stipulated Price Bid for Use on Publicly Funded Building Projects in the Province of British Columbia

Online Bidding System and Paper Submissions

Publication: June 1, 2022

Endorsing Organizations:



*The Ministry of Citizens' Services participated
in the development of BCDC documents*



The BCDC 2 - 2022 documents are made available for use on the express understanding that all the components that would make up a "front-end" tender document (Part 1.1 Division 00 & Bid Forms, Part 1.2 Supplementary Conditions and Part 1.3 Project Specific Amendments) will be used together intact and unaltered, save and except the addition of information where indicated acceptable herein.

BCDC Guide Documents include:

- Guidelines for Division 00 Bid Documents and Bid Forms
- Checklist for Bid Documents and *Ready-For-Takeover*
- Best Practices for Administering Bidding Irregularities
- Additional Reference Materials
- Preview of:
 - Division 00 including Bid Forms
 - Supplementary Conditions, for use with CCDC 2 - 2020
 - Project Specific Amendments
 - Recommended modifications for Division 01

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BCDC documents are a series of construction industry documents which, are developed and supported by design professionals, the construction industry and public *Owners*. Participation by representatives from these industry groups may vary in the development of each document, as applicable to its use and application.

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INTRODUCTION

The BCDC Guide is intended to provide insight into the use and application of the BCDC suite of documents. It is not to provide training for CCDC 2 - 2020 or project management assistance. If users have any questions about CCDC 2-2020 they should seek out a knowledgeable user who can assist them.

BCDC Documents are designed and intended to be used in whole and not in part. Where an *Owner* uses an online bidding system for the submission of bids, the BCDC bid forms and guidance serve as a model.

Under no circumstance is email acceptable for the submission of original bids for construction services.

This is due to the significant transparency, manipulation and technological risks for all parties, including the inability to “seal” the submission until the bid closing time when it can be unsealed and reviewed. Paper and online submissions are the only acceptable means of receiving bid submissions.

There is no Guide to CCDC 2 - 2020 released as of May 2022, although users may wish to refer to the CCDC 20 A *Guide to the Use of CCDC 2 2008* as they may find it relevant for certain sections that remain in the CCDC 2 - 2020.

BCDC 2-2022 Documents

1. BCDC 2022 Guide
2. BCDC 2022 Division 00 including bid forms (Part 1.1)
3. BCDC 2022 Supplementary Conditions to CCDC 2 – 2020 (Part 1.2)
4. BCDC 2022 Project Specific Amendments (Part 1.3)
5. BCDC Recommended Modifications to CCDC’s Division 01 (Part 1.4)



PART 1: BCDC Documents

CHANGE MAP

Changes between BCDC 2022 and BCDC 2/2E 2016/2008

Users will see that a substantial change is the combining of the BCDC 2 and 2E into one document and one guide.

Previous Version - Issued in 2016/2008	New Version - Issued in 2022
BCDC 2: Guide	BCDC 2022 Guide (Online Bidding System and Paper)
BCDC 2E: Guide	N/A
NEW	Part 1.1: Division 00 11 13 Advertisement for Bids
Part 1.1: Instruction to Bidders	Part 1.1: Division 00 21 13 Instructions to Bidders
BCDC 2E	Part 1.1: Division 00 E - 00 21 13 Instructions to Bidders: Online Bidding System (Item 8E-12E)
Part 1.2: Bid Forms	Part 1.1: Division 00 41 13 Bid Form (and Appendices)
Part 1.3: Supplementary Conditions to CCDC 2 2008	Part 1.2: Supplementary Conditions to CCDC 2 - 2020
Part 1.4: Project Specific Amendments	Part 1.3: Project Specific Amendments
NEW	Part 1.4: Recommended Modifications to CCDC's Division 01

Changes between CCDC 2 - 2020 and CCDC 2 2008

CCDC 2 – 2020 introduces an important new concept, “*Ready-for-Takeover*” and it is included early on in Article 1.3. It is **critical to understand** that *Ready-for-Takeover* is not connected to *Substantial Performance of the Work*.

Part 1.1: Division 01 and Relocation of Clauses

- CCDC has introduced a companion document, the CCDC Master Specification for Division 01 – 2020 General Requirements.
- Refer to Part 3 Additional Resources for CCDC’s Matrix of Clauses Relocated from CCDC 2 2008 to CCDC Division 01
- *Owners* should ensure they have a compatible Division 01 to the CCDC 2 – 2020 if not using the CCDC Division 01 - 2020.



Part 1.2: Supplementary Conditions and new Articles/General Conditions

- Article A-9 TIME IS OF THE ESSENCE
- GC 5.1 FINANCING INFORMATION REQUIRED
- GC 6.3 CHANGE DIRECTIVE (stipulates mark-ups on *Change Directives*)
- GC 14.1 CONFIDENTIALITY
- GC 14.2 INFORMATION TECHNOLOGY RELATED THREATS

Cost of Work to be completed or corrected as per the BC Lien Act

(Definition of Substantial Performance of the Work)

- *Substantial Performance of the Work* is only evaluated at the value of *Work* to be corrected or completed. The calculation (3-2-1) is based on the single cost of deficiencies (not 2 times, as included in previous versions)

Deficiency Holdback

- After *Ready-for-Takeover*, the *Owner* retains a **separate** holdback until the deficient work is completed, as required in SGC 5.3.2. This is deducted from the first application for payment after *Ready-for-Takeover*. It is double the value of this work. This holdback is **separate** and in addition to the holdback required by the Builders Lien Act.
- The deficiency holdback is calculated **after** the achievement of *Ready-for-Takeover* as it is the major and primary contractual milestone (see Article A-1.3.)

Contract Security

- Contract security is now in Division 00 - 00 73 63 CONTRACT SECURITY REQUIREMENTS

Warranties

- *Owners* are to examine and review individual warranties, bid documents and contract documents to confirm the term starts at *Ready-for-Takeover*.

Change Order/ Change Directive Markups

- The BCDC Supplementary Conditions provide for the industry standard change markup. This does not need to be specified in an *Owner's* Division 01.

Guidance on Adminstrating Bidding Irregularities

- Changes have been made to recognize the document as a best practice and to combine recurring items. As Section 00 23 13 Instruction to Bidders notes items are mandatory with "must", "shall" and "will." As such, they are mandatory and result in automatic rejection.



GUIDELINE 1: Division 00 (PART 1.1)

BCDC forms that need to be filled in and completed by the *Owner* prior to completion of the bid documents. The blue, fillable boxes in the model forms indicate text to be inserted or options to be selected by the *Owner*. They are not completed by the Bidder.

Guideline 1.1 Advertisements To Bid (00 11 13)

This document is designed to inform potential bidders of the intent to deliver a *Project*, and to receive formal bids for that purpose.

Item 1.1 Bid Call and Online vs Paper submission (Use of Clauses 8E-12E or Clauses 8P-12P)

The *Owner* is to determine the submission process. Selecting and filling out the required field will automatically cross out the non-applicable 8-12P/E clauses.

Item 1.1: Tender Closing Date

The *Owner* should allow for a reasonable amount of time to bid the *Project*. A minimum of 15 *Working Days* is strongly recommended. A tight bidding schedule can discourage bidders.

Item 1.4 and 1.5: Releasing bid information

Bid closing and openings should be open, fair and transparent and the prompt release of bid results are a standard best practice in the construction industry. It is important to provide bidders with the unofficial results promptly, in consideration of the efforts and expense of the bidders to provide the *Owner* with competitive bids.

Must be released per Clause 1.5:

- Name of the Bidders
- Base bid (except for the single bid)

Information that should be released, is a best practice and strongly encouraged:

- List of Subcontractors on Appendix A
- Schedule

Other information is released as permitted under the Freedom of Information and Privacy Act.

At the time of bid opening, the bid price and any alternative, separate or unit prices that are being used in the evaluation of the bids should be released as unofficial bid results.



Item 3.0: Project Description

The following items may be appropriate to provide bidders:

1. Description of the *Project*, its scope and purpose
2. Approximate value of the *Project*
3. Construction type and site conditions
4. Schedule and timelines: start, occupancy, *Ready-For-Takeover*
5. Scope exclusions
6. Other: any additional information that could help potential bidders understand the *Project's* requirements.

Guideline 1.2 Instructions To Bidders (00 21 13)

Section 00 21 13 Instructions to Bidders includes instructions and requirements that will affect all bidders equally during the bidding period.

Following the format used in CCDC Division 00 2018, the BCDC documents use the below sections:

- Section 00 11 13 Advertisement for Bids
- Section 00 21 13 Instructions to Bidders
- Section 00 41 13 Bid Form - Stipulated Price (& Appendices A to F)
- Section 00 73 16 Insurance Requirements
- Section 00 73 63 Contract Security Requirements

Sections not noted above are not used in the BCDC Division 00.

Clause 3 Pre-Bid Site Visit

Clauses 3.2.1: If a site visit is mandatory, it must be noted in the bid documents as such, and those who are required but fail to attend will not be eligible to bid. After a mandatory site visit an addendum should be issued to declare which *Contractors* are eligible to bid.

Clause 3.2.2: In a non-mandatory site meeting, the *Owner's* designate should be careful to avoid giving unfair advantage to those who attend the site visit. No information or interpretation of the bid documents of any kind should be provided, formally or informally, unless that information/interpretation is issued by addendum to all bidders. After a non-mandatory site visit an addendum should be issued.



Clause 3.2.3: Use this fillable box to detail: sign-in, security, passes, registration, confidentiality, safety, PPE and public health protocols, for example. If extensive, use the Part 1.3 Project Specific Amendments.

The bid documents should clearly indicate if any *Subcontractors* should be represented at the site visit, using Clause 3.2.3.

Guidelines for Conducting Site Visits

The purpose of a site visit is to have bidders acquaint themselves with existing conditions. They are strongly encouraged.

Notice of the site visit is to be included in the Section 00 21 13 Instructions to Bidders Clause 3 and any notice of a change to a site visit date / time should be issued by addendum a minimum of 48 hours in advance. The site visit should be scheduled at least 5 *Working Days* in advance of the Bid Depository closing date, to allow issues generated by the site visit to be addressed by an addendum. An attendance form or other forms of recording attendance should be used to document which companies are represented at any site visit.

At the site visit, the *Owner's* designate will provide the attendees access to the existing conditions. If the attendees have questions about the scope of *Work* for the bid, the *Owner's* designate may elect to either:

1. formally record the questions and any answers provided; or
2. not take any questions during the site visit and advise bidders to raise their questions with the *Owner's* designate /Consultant after the site visit, in the manner of other bid enquiries. In either case, the only response to issues raised as a result of a site visit that bidders may rely on, shall be in the form of a written addendum.

For additional resources relating to site visits can be found in the Additional Resources section.

Clause 4.1 Materials

The *Owner* will insert and identify the time period for which equal substitutions to materials specified will be considered.

Note: it is very important to ensure that all participants in the bidding process are provided with equal information and opportunity; therefore, approved equal substitutions must be identified by the issuance of an addendum. A minimum of 5 *Working Days* is recommended prior to tender closing.



Clause 5 Addenda

Addenda may be issued to modify the Bid Documents in response to Bidder inquiries or as may be considered necessary. *Owners* may wish to provide a timeline for when final addendum may be issued in the *Project* specific amendment section. The following self-imposed deadline for addenda issuance is recommended. If not included ensure that, when issuing addenda late in the bid period, sufficient time remains for Bidders, subcontractors and suppliers to assimilate the addendum information and incorporate it into their bids before the bid closing time.

All addenda issued during the bid period will become part of the Bid Documents. If the *Owner* finds it material to issue an addendum, close to the closing date, the *Owner* should consider extending the closing date.

Clause 7 Bid Depository

In the interest of maintaining a fair and equitable process for the submission of trade contractor bids to general contractors, *Owners* should consider implementing the use of BC's bid depository system, BidCentral Online Bidding for Subcontractors ("BOBS").

Identify what major Sections and Divisions of *Work*, if any, are closing using BidCentral Online Bidding for Subcontractors ("BOBS"), a bid depository system.

Assistance for the specification of BOBS is available by contacting the Provincial BOBS Administrator at 1-800-699-9011.

Bonding of subcontractors

If an *Owner* requires certain subcontractors to be bonded and is not using BOBS, this can be stipulated using Part 1.3 Project Specific Amendments.



Clause 11P: Bid Withdrawal and Modification (Paper Submission Revisions)

Under no circumstance is email acceptable for the submission of original bids for construction services.

- This is due to the significant transparency, manipulation and technological risks for all parties.

For Bid amendments, there are significant risks that all parties should be aware of including transparency concerns and manipulation. Methods to mitigate these risks include:

- *Owner* to designate what method they are using to amend the Bid in the Invitation to Bid
- Bidders should be aware that a legible image file may provide additional security.

Where email might be used for bidders to amend a paper bid that has been submitted prior to the bid closing, the following steps must be taken:

- Submission of emailed bid amendments are acceptable where there is either a physical or online public bid closing where bidders can witness, in person, the opening of bids.
- Bidders are to identify the *Project* number and reference bid amendment in the subject line of the email.
- Where an in person or online bid opening is used, the Instructions to Bidders shall state that the bid opening shall occur at the closing time for the *Project*. The Instructions to Bidders will provide the physical address or internet location where the bid opening will happen and provide any instructions a bidder must follow to be present for the bid opening.
- At the time of bid opening, the bid price and any alternative or unit prices that are being used in the evaluation of the bids shall be released as unofficial bid results.

Clause 12P and 12E Bid Security

If Consent of Surety is required, it should be identified in Part 1.4 Division 01 Recommended Modifications.

In addition to Bonding, acceptance of letter of credit or certified bank draft may be appropriate, as determined by the *Owner*. Use the Division 01 Recommended Modifications (Part 1.4) to adjust the bid security requirements.

Refer also to CCDC 22 A Guide to Construction Surety Bonds, CCDC 220 Bid Bond, CCDC 221 Performance Bond and CCDC 222 Labour & Material Performance Bond.

Clause 13 Acceptance of Bids, 13.4 & 13.5

Owners may want to seek legal counsel when considering the discretion they may have under these clauses. Refer to Guideline 3 on Division 00 Project Specific Amendments for information on over budget negotiation considerations.



Guideline 1.3 Bid Form and Bid Form Supplements (00 41 13)

Using an Online Bidding System Submission (Clauses 8E-12E)

Under no circumstance is email acceptable for the submission of original bids for construction services. This is due to the significant transparency, manipulation and technological risks for all parties. Email bids cannot be “sealed.”

There are many online bidding systems. Be familiar with the system. Ensure the instructions to register are included in the Part 1.3 Project Specific Amendments.

Users are encouraged to refer to the below guidance on the BCDC bid forms. The Bid Forms and Supplements are included for reference only as most of these documents are not required to be submitted with an online bid.

Do not delete the Bid Forms Supplements: By indicating use of an online bidding system in 00 11 13 1.1, the BCDC Bid Forms and Supplements that are not applicable will be automatically crossed out, as will clauses 8P-12P.

Inclusion Of Tender Submission Form

1. A draft tender submission form must be included in the bid documents for the Bidder's reference. All information required by the *Owner* should be inserted and populated by the bid calling authority.



Using Paper Bid Submission (Clauses 8P-12P)

Blue, fillable boxes in the model forms indicate text to be inserted or options to be selected by the *Owner*.

Bid Form – Stipulated Price (00 41 13)

Item A, Schedule options

The *Owner* must identify which of the three options they wish to use and check the box for the relevant option.

- If the *Owner* intends to use the Contractor's schedule submitted under (a) on the Bid Form in evaluation of the bids, then a completion date for the *Project* should be identified.
- For the last option, the *Owner* is required to identify the number of weeks.

Item C, Bid Acceptance Period

- The *Owner* should allow for a reasonable amount of time for bids to be open for acceptance. It is strongly recommended that bids be open for no more than thirty (30) calendar days. *Owners* should carefully consider the market conditions and the reality of if bidders, including and especially subcontractors, can hold their pricing. An onerous and unrealistic validity period can discourage bidders.

Bid Form Supplements (BCDC Appendices A-F)

Bid Form supplements are those documents that are required to be submitted as part of the bid submission in addition to the Bid Form itself. Common types of Bid Form supplements are documents necessary to confirm compliance with specified qualifications criteria or bidding conditions (e.g. bid security, proof of safety certification), a list of subcontractors, and additional pricing information (e.g. alternative prices and itemized prices). This guide includes model forms for some of the most commonly requested Bid Form supplements (Bid Form Appendices 'A' through 'F').

A more detailed discussion of each is provided below. Note that the model Bid Form supplements are, like the model Bid Forms, intended to be used by an *Owner* to create its own, project specific, Bid Form supplements for a particular bid call.

Where new items are added by addendum, a new supplement form should be issued. If a project specific bid form supplement is required, it should be clearly identified and included in the project specific form section.

Do not delete the Bid Forms Supplements: instead, indicate they are not applicable or use the button to cross them out.



Bid Form Supplement – List of Subcontractors (Appendix A)

The purpose of naming the subcontractor in the bid form is to inform the *Owner* of which subcontractors are to be contracted to the *Project* and to facilitate fair, open and transparent bidding for parties involved in the bidding process.

The *Owner* cannot reject a bid on the basis of the subcontractor(s) named.
GC3.6 Subcontractors and Suppliers provides further direction.

Where bid depository is in use the *Owner* is required to name those BOBS subcontractor on the bid form supplement. As multiple subcontractors can close in BOBS, the *Owner* is given the opportunity to list more than 5 subcontractors. Refer to Clause 7 Bid Depository on the use of Bid Depository.

Bidders may be instructed by the *Owner* to identify the names of the major, or critical, subcontractors they propose to use. The *Owner* is responsible for identifying the particular subcontractor to be named. This is mandatory when BCCA's BidCentral Online Bidding for Subcontractors is used for trade contractors. Also, if the *Owner* has prequalified or nominated certain subcontractors, the List of Subcontractors verifies that the bidder must use those subcontractors on Appendix A List of Subcontractors.

The *Owner* can choose to have this submitted with the online bid as a mandatory requirement or, if accommodated, the identification of subcontractors can be completed online.

The items of *Work* for which subcontractors are to be identified should be specified by the *Owner* in the left hand column of the form. Depending on the complexity of the *Project*, only major items of *Work*, whose dollar value is significant in relation to the overall bid price, or which are otherwise critical, to a maximum of 5, should be requested, such as electrical, mechanical, concrete, structural steel, millwork. If alternative prices are also going to be requested, the possible need to identify additional, or different, items of *Work* that may have different subcontractors than the base bid items of *Work*, should be considered.

When 'Own Forces' are listed, at the request of the *Owner*, the Contractor needs to show evidence of capacity and capability. When required to do so, bidders not listing a subcontractor or listing 'Own Forces' when they do not have this capability and capacity, may be subject to disqualification at the discretion of the *Owner*. The use of Own Forces is considered to be execution of the *Work* using personnel and equipment of the bidder in the absence of a formal third-party subcontract.

Bid Form Supplement - Alternative Prices (Appendix B)

For additional information regarding Alternative Prices refer to CCDC23.

An 'alternative' is defined as *anything* (e.g. a product, an installation, a design, a requirement, a scope of work, etc.) that is separately priced by bidders so as to provide options to the *Owner* in determining what the *Work* of



the contract will actually be. An 'alternative price' is defined as the amount stipulated by the bidder for an alternative and can be stated as an addition, a deduction, or no change to the bid price. The 'bid price' is defined as the amount stated in the Bid Form, without taking into account any alternatives.

The above definition for 'alternative prices' is broad enough to also encompass what have in the past been defined as 'separate prices'. Distinguishing between alternative prices and separate prices provides little, if any, benefit and contributes an unnecessary level of complexity to the bidding process. Use of the term 'separate price(s)' is therefore no longer recommended. It can be considered synonymous with 'alternative price(s)'. The term 'alternate' (which appears in MasterFormat) can also be considered synonymous with 'alternative'.

The Bid Form Appendix B assumes that the alternatives will be identified by the *Owner*. The description of each alternative is at the *Owner's* discretion and determines whether the alternative will require an addition, deduction or no change to the bid price, time or subcontractor. If an alternate price anticipates more than one subcontractor change, an inquiry will likely be raised by a bidder during the active bidding process and this bid form may need to be adjusted specifically for that alternate price.

Each alternative should be clearly and comprehensively described and specified in the Bid Documents in sufficient detail to permit it to be accurately priced.

BCDC does not incorporate alternative prices in determining the lowest bid. If *Owners* will consider alternative prices in determining the lowest bid that must be identified in Part 1.3 Project Specific Amendments. If there is more than one alternate specified, *Owners* should consider the best practice of clearly identifying the priority sequence the *Owner* will consider in considering and accepting alternate prices. This should be included in the Project Specific Amendments for Division 00. Users can refer to CCDC 23 for further guidance on this topic.

Bid Form Supplement - Unit Prices (Appendix C)

Unit prices under a stipulated price contract are typically requested for *Work* that is anticipated to be required under the stipulated price contract, but the actual quantity of that *Work* is very uncertain at the time of bidding.

Unit prices are to be clearly understood and carefully used. Critical elements include the following:

1. For purposes of determining the base bid, a quantity needs to be specified by the *Owner* and identified in the Bid Documents.
2. When a unit price is requested in a Bid Form supplement to a stipulated price bid (i.e. when CCDC 2 - Stipulated Price Contract is used), there is still a price for something on a 'per unit' basis, included in the bid specifications and drawing section.
3. In a contract that includes unit prices, an estimate of the quantities is typically provided to the bidders, **noted in bid documents**, and the low bidder is determined through an extension of the unit price and those quantities.



There are two basic approaches that can be taken in applying the unit price concept in the context of a stipulated price contract:

1. The first is where there are no estimated quantities for this unit price work. Hence, a certain scope of *Work* can be defined for a unit price that can be requested, which will be used to value an *addition* to the stipulated price work. Provided the contractor has been requested to provide a deduct unit price for *Work* that is determined to not be required, unit prices may also be used to have a deduction from the bid price. This document includes in the Bid Form an Appendix C for Unit Prices, which can be used for this approach. The form assumes that the *Owner* will identify in this form each item of *Work* for which a unit price is required and that they have been included in the bid documents.
2. Under the second approach, a unit of *Work* is specified *with* an estimated quantity, the price of which (based on the estimated quantity) is specified to be *included* in the stipulated (or base bid) price. Or in a variation of this second approach, the contract has two components: a stipulated price component and a unit price component. Since the second approach is less common the CCDC Division 00 Bid Form for Stipulated Price Contract with Unit Prices is not included with the BCDC documents. *Owners* should refer to CCDC Division 00 should they be interested in using this bid form supplement.

Users should reference CCDC 23 Section 5.6.4 Unit Prices for additional guidance.

Bid Form Supplement - List of Cash Allowances (Appendix D)

This document is used to list the Cash Allowances that each bidder is to include in their bid price. A model Bid Form supplement for acknowledgement of the Cash Allowances is provided in Bid Form Appendix 'D' to this guide. The model form assumes the *Owner* will provide a form, identifying each item of *Work* for which a cash allowance is required and the amount of the allowance. *Contractors* are not expected to include Cash Allowances not identified on the form. Ensure cash allowances from all trade divisions are included in Appendix 'D' of the Bid Form to avoid confusion.

If the tender is closing via an online bidding system, this document is included for information purposes only as the submission of the form is unnecessary with the bid closing online.

Owners are responsible for ensuring that all cash allowances noted in the documents are included in Appendix D. *Owners* should discuss this with their *Consultants* at the beginning of the *Project*.



Bid Form Supplement - Itemized Prices (Appendix E)

Requiring bidders to submit itemized prices with their bid submissions should generally be avoided, particularly if the list is extensive. It complicates the bidding process and bidders may have difficulty providing accurate itemized prices in the short time period available just prior to bid closing, when trade prices are being received.

However, if itemized prices are considered essential, the following options for receiving itemized prices are recommended, in the following order of preference:

1. Require the lowest compliant bidder, to submit within two (2) *Working Days* of bid closing, upon request from the *Owner*.
2. Require the contractor to submit itemized prices after contract award.
3. Require all bidders to provide itemized prices in the second stage of a two-stage bid closing.

A Bid Form supplement for requesting Itemized Prices is provided in Bid Form Appendix 'E' to this guide. The model form assumes that the *Owner* will provide a form, identifying each item of *Work* for which an itemized price is required. The wording of the model form should be modified or expanded as necessary to clarify whether the requested itemized prices should be, for example, subcontract prices (which would not include the prime contractor's mark-up) or whether they should be for components of the *Work* (which would include all mark-ups).

An 'itemized price' is the bidder's price for a specific item of *Work* included in a stipulated price (or bid price) and is provided for information purposes only. It is not intended to be used to adjust the scope of the *Work* of the contract or the stipulated price. (If it is intended to be used for this purpose it is an 'alternative price'.) One common reason for requesting a list of itemized prices (or a cost breakdown) is to aid the *Owner* in its analysis of the stipulated bid prices in comparison to a pre-bid estimate.

Another reason may be a need to separately identify the price of different components of the *Work* for accounting reasons, because they will be paid for from different budgets, or funded by different parties. Because itemized prices are provided for information purposes only and do not affect bid price(s), they are not taken into account in bid evaluation to determine the lowest bid.

Bid Form Supplement – Bid Modification Form (Appendix F)

A model Bid Form supplement for submitting a bid amendment is provided in Bid Form Appendix 'F' to this guide. This form is used for bid amendments. If an online bidding system is used, the specific instructions for the system should be followed. If there is a bid modification, it must be disclosed at the bid opening.

Users should carefully and thoroughly review 00 21 13 11P for specifics.



GUIDELINE 2. Supplementary Conditions (PART 1.2)

Supplementary Conditions amending those already endorsed are discouraged. Suggestions for changes to the endorsed Supplementary Conditions should be addressed to the BC Documents Committee as indicated herein.

Any project specific amendments an *Owner* wishes to make to Supplementary Conditions should be listed under Part 1.3 Project Specific Amendments. Refer to the Guideline on Project Specific Amendments.

Users are to be aware that **Change Order and Change Directive Markups** are included in the BCDC Supplementary Conditions PART 6 CHANGES IN THE WORK and do not need to be included in Division 01. The markups on subcontractor work shall be applied to each change or set of related changes that form part of the contemplated change order or change notice.

Guideline 2.1 SGC 5.3.2 Deficiency Holdback

The primary contractual milestone is *Ready-for-Takeover*. The deficiency holdback is calculated **after** the achievement of *Ready-for-Takeover* because it is the major and primary contractual milestone (see Article A-1.3.)

In **addition** and **separate** to the statutory holdback in the Builders Lien Act, at the time that *Ready-for-Takeover* has been achieved, the *Consultant* estimates the cost to correct and/or complete the items appearing on the deficiency list. The *Owner*, on recommendation from the *Consultant*, deducts two (2) times the *Consultant's* estimated value of deficiencies from the first application for payment after *Ready-for-Takeover* is achieved (see SGC 5.3.2).

Guideline 2.2 SGC 5.4.7 Deficiency list after substantial completion

Concurrently with the issuance of the Certificate of Completion as specified by the BC Builders Lien Act, the *Consultant* prepares a written list of items of the *Work* to be corrected or completed that were apparent in its inspection and assessment of the *Work* (see SGC 5.4.7.) The value of the *Work* to be corrected or completed is used in the calculations to determine, if the *Contract* is substantially performed, in line with the Builders Lien Act. This also simultaneously determines if the *Contractor* has achieved *Substantial Performance of the Work*, as defined by the *Contract*.

The issuance of the Certificate of Completion does not relieve the *Contractor* from its obligation to achieve *Ready-for-Takeover*, to correct or complete all deficiencies and all *Work* in the performance of the *Contract*. The list of *Work* to be corrected or completed is solely for the information of the *Owner* to understand the status of their project.



Guideline 2.3 SGC 9.4 Construction Safety & 10.4 Workers Compensation

Owners need to be aware that when the signed *Contractor* is no longer the designated “Prime Contractor”, prime contractor status reverts to the *Owner* under WCB regulations. *Owners* should be familiar with the requirements of the prime contractor and a designated contractor under the Workers Compensation Act.

Note: CCDC 2020 moved **Contract Security (bonding) requirements** out of the CCDC 2 and into Division 00. The BCDC requirements can be found in BCDC Division 00 73 63 CONTRACT SECURITY REQUIREMENTS.



GUIDELINE 3. Project Specific Amendments (Part 1.3)

This page is to be used for any amendments being made to the BCDC Documents, including Division 00 and additional supplementary conditions (such as insurance) that may be necessary to accommodate *Project* specific requirements.

Guideline 3.1 Division 00

Acknowledgement of Trade Agreements: The *Owner* should, where applicable state “This procurement is subject to the relevant sections of any (list name of Trade Agreement)”

00 21 13 INSTRUCTIONS TO BIDDERS

Instructions to Bidders, Clause 12 – if the *Owner* is concerned about over budget submissions and wishes to be able to undertake over-budget negotiations, the parameters in the form of a percentage that they would consider negotiating should be defined in Part 1.3 Project Specific Amendments.

Adapted from CCDC 23-2018: If the lowest compliant bid exceeds the *Owner's* budget, and the *Owner* is unwilling or unable to award a contract at the bid price but is unwilling to abandon the *Project*, the following guidelines are recommended:

- Where the amount by which the Bid price must be reduced is less than 15% of the lowest compliant Bid:
 - The first step should be to negotiate with only the lowest compliant Bidder to identify changes in the scope or quality of the Work and their corresponding Bid price reduction. Where the *Owner* and lowest compliant Bidder agree on acceptable changes and a corresponding Bid price reduction, the changes should be documented as a post-Bid Addendum and the contract should be awarded to the lowest compliant Bidder for the negotiated reduced price.
 - Only if acceptable changes and a corresponding Bid price reduction cannot be successfully negotiated with the lowest compliant Bidder, the second step should be to invite the three lowest compliant Bidders (only) to re-Bid on modified Bid Documents under a new Bid Call.
- Where the amount by which the Bid price must be reduced exceeds 15% of the lowest compliant Bid, the *Owner* may undertake the steps described above or, at its discretion, may proceed directly to inviting the three lowest compliant Bidders (only) to re-bid on modified Bid Documents under a new Bid Call, without any attempt to negotiate.



00 73 63 CONTRACT SECURITY REQUIREMENTS (Bonding)

Supplementary Conditions for Contract Security may be required by the organization/funding agency and should be appropriate to the type and size of *Project*. Bonds may be required and appropriate for major subcontractors and must be specified by the *Owner*.

For information required to be included by Risk Management, Province of British Columbia for Provincial Agencies, contact and refer to: www.fin.gov.bc.ca/pt/rmb/construction.shtml

Guideline 3.2 Supplementary Conditions

PART 5 PAYMENT

Owners may wish to require from the *Contractor* the submission of CCDC 9B – 2018 Statutory Declaration of Progress Payment Distribution by Subcontractor as part of major payment milestones, such as the release of holdback.

There are two types of statutory declarations:

1. CCDC 9A – 2018 Statutory Declaration of Progress Payment Distribution by Contractor (required from the *Contractor* with each payment application per GC5.2.7)
2. CCDC 9B – 2018 Statutory Declaration of Progress Payment Distribution by Subcontractor

PART 11 INSURANCE

Supplementary conditions for insurance may be required by the organization/funding agency and should be appropriate to the type and size of *Project*.

For information required to be included by Risk Management, Province of British Columbia for Provincial Agencies, refer to: www.fin.gov.bc.ca/pt/rmb/construction.shtml

PART 12.3 WARRANTY

Users should review guideline item “Milestones for *Substantial Performance of the Work, Ready-For-Takeover*, and Project Close Out” for further information. Warranty requirements may be *Project* specific and must be specified.

PART 13 INDEMNIFICATION – WAIVER

Supplementary Conditions for Indemnification and Waiver may be required by the organization/funding agency and should be appropriate to the type and size of *Project*.

For information required to be included by Risk Management, Province of British Columbia for Provincial Agencies, refer to: www.fin.gov.bc.ca/pt/rmb/construction.shtml



GUIDELINE 4. CCDC Division 01 – 2020 General Requirements

Division 1, which governs the administrative coordination of the contract, has been created by CCDC (titled Master Specification for Division 01 – 2020 General Requirements) for use with the new CCDC 2 - 2020 and is encouraged to be used in conjunction with it.

BCDC provides several recommended modifications to the CCDC Division 01. Users are ***strongly*** encouraged to incorporate the BCDC recommended modifications (Part 1.4) into their own Division 01.

Users should refer to the Change Map in this document and “CCDC’s Matrix of Clauses Relocated from CCDC 2 2008 to CCDC Division 01” (found in the “Additional Resources” section in this guide) for further information.

If an *Owner* is using their own Division 01, they should ensure compatibility and that it captures the changes made in CCDC 2-2020. The *Owner* and *Consultant* should review to determine appropriate items for inclusion.

Important considerations:

- Users are to be aware that Change Order markups are included in the BCDC Supplementary Conditions and does not need to be in Division 01.
- Ensure all warranties, including extended warranties, are consistent and compatible with the concept of *Ready-for-Takeover*.



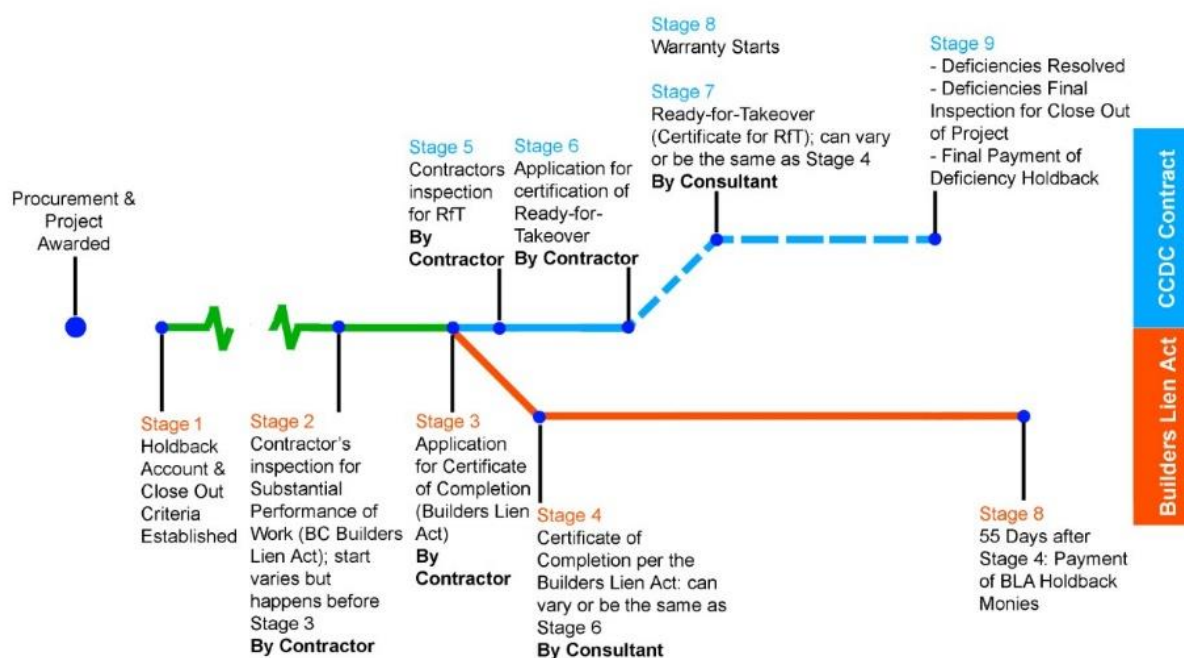
GUIDELINE 5. Milestones for *Substantial Performance of the Work* and *Ready-For-Takeover*

CCDC 2 – 2020 introduces an important new concept, “*Ready-for-Takeover*” and it is included early on in Article 1.3. It is critical to understand that *Ready-for-Takeover* is not connected to *Substantial Performance of the Work*.

There are two (2) contractual milestones of closing out a *Project*, initiated via written application by the Contractor and so certified by the *Consultant*:

1. *Substantial Performance of the Work*
2. *Ready-for-Takeover*

Sequence of Events Timeline



Owners may wish to have their *Consultants* create a certificate identifying the *Project* is completed. If so, this requirement should be included in Division 01. A sample notice form for release of final payment is included in the Additional Resources section. Also in that section, users will find links to additional resources and checklists to assist with these milestones of closeout.



1. Substantial Performance of the Work is now defined within CCDC 2 (2020) as the “lien legislation applicable to the Place of the Work.”

2. Ready-for-Takeover will be achieved when the various conditions, as outlined in 12.1.1, are confirmed in writing by the *Consultant* to have been met, after application by the *Contractor* (or the *Owner* takes early occupancy). Users should carefully and diligently read and understand these pre-requisites as well as the broader 12.1 clause.

The achievement of *Ready-for-Takeover* also triggers specific obligations, including delivery dates for the finishing of the *Work*, commencement of warranty, insurance requirements, care of the *Work*, indemnification obligations and waiver of claims deadlines (e.g. security, maintenance, as-builts, etc.)

Owners and *Contractors* should also be aware that the CCDC 2- 2020 Stipulated Price Contract now also permits the *Owner* to take early occupancy of all or part of the *Work*, with agreement by the *Contractor*, before *Ready-for-Takeover* is achieved for the *Project* as a whole. Such early occupancy will pass responsibility for that part of the *Work* to the *Owner* and will also so start the early running of applicable warranty periods. *Owners* and *Contractors* will want to clarify how early occupancy will impact ongoing construction. Users should familiarize themselves with GC 12.2 if they are considering early occupancy.

Operations and Maintenance Manuals (O&M): As per clause 12.1.1.4 of the contract, this clause outlines that operations and maintenance manuals are to be *reasonably* ready and provided to the *Owner* to the extent of what is needed for the operation of the building. The complete and total O&M manuals are required to achieve final completion.

Holdbacks: There are two types of holdbacks used: lien holdback and deficiency holdback. They are two **completely separate** holdbacks. The lien holdback is a legal requirement under the Lien Act, as referenced in section 4 of the Lien Act. The specifics of a deficiency holdback should be stated in the bid documents. Refer to the Guideline on SGC 5.3.2 for more information on the application of a deficiency holdback.



Guideline 5.1 Warranties

The warranty period starts at *Ready-for-Takeover*, not *Substantial Performance of the Work*. Contractually, the CCDC 2-2020 requires the 1-year warranty to begin at *Ready-for-Takeover*.

- *Owners, Consultants, Contractors and Subcontractors* should examine and review individual warranties to confirm they are consistent and compatible with the concept of *Ready-for-Takeover*.

Extended warranties beyond the 1-year warranty, as outlined in 12.3.1, should be obtained for manufacturers' warranties for products and for *Work* where warranties are provided through industry recognized extended warranty programs such as those provided by the Roofing Contractors' Association of BC, Millwork Manufacturers' Association and Master Painters' and Decorators' Association of BC and equipment manufacturers.

The *Owner* must be reasonable in requiring extended maintenance and warranty bonds beyond the normal 1-year period. CCDC 2 stipulates that extended product warranties, if required, be issued by the manufacturer directly to and for the benefit of the *Owner*. The Contractor is responsible only for acquiring the warranties from the manufacturer on the *Owner's* behalf.

Annual renewable maintenance bonds may be required for extended warranty periods and should be stated in the bid documents.



GUIDELINE 6. Interpretation of General Conditions

There is no Guide to CCDC 2 - 2020 released as of May 2022, although users may wish to refer to the CCDC 20 A *Guide to the Use of CCDC 2 2008* as they may find it relevant for certain sections that remain in the CCDC 2 - 2020.

Guideline 6.1 GC 3.5 Supervision

Supplementary general conditions aimed at ensuring the use of a competent supervisor are not recommended, partly because GC 3.7 LABOUR AND PRODUCTS Article 3.7.1 already requires that "The Contractor shall maintain good order and discipline among the Contractor's employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned."

Guideline 6.2 GC 4.1.4 Cash Allowances

The *Consultant* can reallocate any unused amounts from cash allowances to cover the deficit in other cash allowances, such as situations where the actual cost of the *Work* under a cash allowance is greater than the amount of such cash allowance. In those cases, there will be no changes to the Contract Price for overhead and profit.

Guideline 6.3 GC 5.4 Substantial Performance of the Work

It is not regarded as necessary to add a supplementary general condition requiring the Contractor to pay all legal costs and damages related to a lien because GC 13.1 Indemnification Article 13.1.1 already states "the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*..." (subject to certain conditions, see 13.1.1)

A supplementary general condition is not required to enable the *Owner* to correct deficiencies the Contractor is late in completing. Where deficiencies remain after the agreed upon date for finishing the *Work*, the *Owner* can use PART 7 DEFAULT NOTICE, to notify the Contractor of the default in the Contractor's contractual obligations and, subject to certain conditions, failure to correct the default will allow the *Owner* to correct the default and deduct the cost from payment due to the Contractor, without prejudice to any other right (e.g. warranties) or remedy the *Owner* might have.

Guideline 6.4 GC 13.1.2.3 Indemnification

Users should note the new GC 13.1.2.3, which states that "neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages". In those rare cases where the *Owner* potentially wants to recover "damages", the General Conditions will have to be amended accordingly in the Supplementary Conditions. Users should review this clause and any changes carefully. RMB Clients should refer to the RMB indemnification language and include this language in as a project specific amendment.



PART 2: Resources

1. CHECKLIST FOR CONTRACT DOCUMENTS

Part 1.1 Division 00 & Bid Forms

- ☐ Ensure forms are completed accurately and completely. The *Owner* is to fill all blue PDF fillable sections of the documents.

00 11 13 Advertisement for Bids &

00 21 13 Instructions to Bidders

- ☐ Ensure forms are completed accurately and completely. The *Owner* is to fill all pdf fillable sections of the document.

00 41 13 Bid Form Stipulated Price (& Appendices)

- ☐ Ensure forms are completed accurately and completely. The *Owner* is to fill all pdf fillable sections of the document.
- ☐ Check applicable box on Bid Form item (a) and fill in number of weeks on where required to be completed by *Owner*.
- ☐ Fill in acceptance period on Bid Form item (c).
- ☐ Appendix 'A' – Insert the Item of Work that requires a named subcontractor, if required.
- ☐ Appendix 'A' – if applicable, insert the BOBS Section/Division to close as per 00 21 13 Instructions to Bidders 14.2.
- ☐ Appendix 'B' –Insert description of Alternative where applicable for all Divisions.
- ☐ Appendix 'C' (where applicable) - Insert description of Units of *Work* requiring unit pricing.
- ☐ Appendix 'D' (where applicable) - the description and amount of Cash Allowances from all Divisions.
- ☐ Appendix 'E' (where applicable) - Insert description of Item of *Work*, for required itemized prices, if any.
- ☐ Appendix 'F' (where applicable) - Insert bid modification method, for the delivery of bid modification, if any.



Part 1.3 Project Specific Amendments

- ☐ Insurance / Contract Security / Indemnifications – insert as appropriate.
- ☐ For BC Government requirements refer to
<https://www2.gov.bc.ca/gov/content/governments/services-for-government/internal-corporate-services/risk-management/construction-insurance>
- ☐ Include online bidding system registration instructions, if relevant
- ☐ Include the online bidding system tender bid submission form, if relevant

CCDC Division 1 – General Requirements

- ☐ Make appropriate inclusions for the BCDC recommended modifications to CCDC Division 01.
- ☐ Include Cash Allowances for all Divisions and specify if to be carried by an individual subcontractor, as specified and for example:
 - ☐ Telephone and cable service connection fees.
 - ☐ Secondary telephone or cable service fees.
 - ☐ Natural gas service connection fees.
 - ☐ Water service connection fees.
 - ☐ Storm water connection fees.
 - ☐ Sanitary and sewer service connection fees.
 - ☐ Other public utility fees.
 - ☐ Transferring 'as built' or 'record drawings' into a reproducible format.
 - ☐ Inspection of seismic component construction where required by a third party.
- ☐ Limit warranties to industry standard warranties.
- ☐ Ensure all warranties, including extended warranties, are consistent and compatible with the concept of *Ready-for-Takeover*.

Specifications: Divisions 2 to 14 (Division 02 to 48 MasterFormat - Latest Edition)

- ☐ Limit warranties to industry standard warranties.
- ☐ Ensure all warranties, including extended warranties, are consistent and compatible with the concept of *Ready-for-Takeover*.



Specifications: Division 15 Mechanical (Divisions 21, 22, 23 and 25 in MasterFormat - Latest Edition)

- ☐ List Alternative Prices from Division 00 that relate to Mechanical.
- ☐ Include reference to Cash Allowances in Division 00 00 41 13 Bid Form - Stipulated Price Appendix D (or 01 in MasterFormat – latest edition)
- ☐ Limit warranties to industry standard warranties.
- ☐ Ensure all warranties, including extended warranties, are consistent and compatible with the concept of *Ready-for-Takeover*.

Specifications: Division 16 Electrical (Division 26, 27 and 28 in MasterFormat - Latest Edition)

- ☐ List Alternative Prices from Division 00 that relate to Electrical with detailed descriptions of those from Division 15 (Division 26, 27 and 28 in MasterFormat – latest edition) that have related electrical *Work*.
- ☐ Include reference to Cash Allowances in Division 00 00 41 13 Bid Form - Stipulated Price Appendix D (or 01 in MasterFormat – latest edition)
- ☐ Limit warranties to industry standard warranties.
- ☐ Ensure all warranties, including extended warranties, are consistent and compatible with the concept of *Ready-for-Takeover*.



2. BEST PRACTICES FOR ADMINISTERING BIDDING IRREGULARITIES

This document has been created by the BC Documents Committee as a reference only. It is representative of their opinion regarding the most reasonable and fair 'Responses' for the parties involved. This in no way is intended as legal advice and users of the Document should seek legal or other counsel as they judge necessary. The BC Documents Committee shall not under any circumstances assume any liability whatsoever for the use, misuse or reliance upon the Document, or any information contained therein or omitted there from.

The user of the Document assumes any or all such risk or liability.

IRREGULARITY	BEST PRACTICE
1. Failure to meet mandatory requirements as indicated in bid documents	Automatic rejection
2. Late bids	Automatic rejection and returned to bidder unopened
3. Unsealed envelopes submitted <i>Note: Applicable only to paper submissions</i>	Automatic rejection
4. Proper envelope not used <i>Note: Applicable only to paper submissions</i>	Acceptable if the envelope is properly sealed and its contents are properly identified.
5. Insufficient financial security (Bid Bond)	Automatic rejection
6. Qualified bids: Bids qualified or restricted by an attached statement	Automatic rejection
7. Bids containing minor irregularities	If there is no competitive advantage, the minor irregularity can be waived
8. Mistakes in bidding (Example: bidder demonstrates error in calculation sheets)	The Owner is not obliged to permit withdrawal of the bid. Where requested by the bidder, the Owner, in consultation with legal counsel and the Construction Association, may determine that it is the Owner's best interest to permit the bid to be withdrawn. The Owner may also determine that it is not in their best interests to call the bid bond.
9. Faxed or emailed revisions to bid <ul style="list-style-type: none"> Arrive late on fax or via email Revision is not alteration to the price, but states the final bid amount <i>Note: Applicable only to paper submissions</i>	Automatic rejection of revision Automatic rejection



3. ADDITIONAL RESOURCES AND GUIDES

Please note the following links are to external organizations and are not maintained by the BCDC Committee.

Capital Asset Management Framework (CAMF)

1. Capital Asset Management Framework
 - a. Specifically Refer to Part 8 Capital Procurement
[Capital Asset Management Framework Guidelines - Province of British Columbia \(gov.bc.ca\)](https://www2.gov.bc.ca/gov/content/procurement/camf/camf-guidelines)
2. Guideline for the Release of Information related to Procurement Opportunities
[Release of Information and/or Documents Related to Competitive Procurement Opportunities \(gov.bc.ca\)](https://www2.gov.bc.ca/gov/content/procurement/guidelines-release-information)
3. Freedom of Information
[Freedom of Information and Protection of Privacy Act \(gov.bc.ca\)](https://www2.gov.bc.ca/gov/content/procurement/freedom-information)

CCDC Documents

The full suite of CCDC documents are available here: <https://www.ccdc.org/documents/>

[CCDC's Matrix of Clauses Relocated from CCDC 2 2008 to CCDC Division 01](#)

The following is a select list of relevant guides to BCDC documents:

1. Contract CCDC 21 - A Guide to Construction Insurance <https://www.ccdc.org/document/ccdc21/>
2. CCDC 22 - A Guide to Construction Surety Bonds <https://www.ccdc.org/document/ccdc22/>
3. CCDC 23 - A Guide to Calling Bids and Awarding Contracts <https://www.ccdc.org/document/ccdc23/>
4. CCDC 24 - A Guide to Model Forms and Support Documents <https://www.ccdc.org/document/ccdc24/>
5. CCDC 40 - Rules for Mediation and Arbitration of Construction Disputes
<https://www.ccdc.org/document/ccdc40/>
6. CCDC 41 – CCDC 2020 Insurance Requirements
<https://www.ccdc.org/document/ccdc-41-insurance-requirements/>
7. CCDC 10 – A Guide to Construction Project Delivery Methods <https://www.ccdc.org/document/ccdc10/>

CCDC Bulletins

Available online at www.ccdc.org/bulletins/bulletins



BCCA Guides

The full suite of BCCA guides are available at Guide to the Guide <https://bccassn.com/wp-content/uploads/2021/09/bc-construction-standards-and-guidelines-2019-1.pdf>

The following is a select list of other guides related to BCDC documents, that may be helpful:

1. [BCCA Close Out Guide Document](#)
2. [BCCAs Guide For Choosing A Delivery Methods](#)
3. Site Visits <http://www.bccassn.com/media/recommended-guidelines-site-visits-2001.pdf>
4. Construction Files: <https://bccassn.com/procurement/construction-files/>

CCA Guide

The full suite of CCA guide documents is available here: <https://www.ccdc.org/document/ccdc-2-2020/>

The following is a select list of relevant guides related to BCDC documents:

1. CCA Guideline on Naming Subcontractors <https://www.cca-acc.com/wp-content/uploads/2016/07/NamingofSubcontractors.pdf>
2. CCA 16 – 1992: Guidelines for Determining the Costs Associated with Performing Changes in the Work https://www.cca-acc.com/cca_documents/cca-16-1992-guidelines-for-determining-the-costs-associated-with-performing-changes-in-the-work/

Other

The following is a list of additional resources.

- Architectural Institute of British Columbia (AIBC) <https://aibc.ca/resources/aibc-resources/>
- Association of Consulting Engineering Companies (ACEC-CA) documents and guides, available at https://www.acec.ca/Publications/acec_contracts.html
- Master Municipal Construction Documents (MMCD) <https://www.mmcd.net/documents/document-overview/>

Trade Agreements

All Trade Agreements will need to be conformed with, as detailed below:

<https://www2.gov.bc.ca/gov/content/bc-procurement-resources/policy-and-strategies/trade-agreements>

Public Sector *Owners* must abide by the terms and conditions of these trade agreements when undertaking procurements. Private Sector *Owners* should also attempt to comply with the “spirit and intent” of these trade agreements, where possible.



Forms and/or Closeout Checklists

- Review For Final Payment checklist
- MMCD's total performance of the work [checklist](#)

Forms (templates)

1. Refer to [CCDC Division 00](#) for the following template forms:
 - a. SAMPLE FORM – ADDENDA
 - b. SAMPLE FORM – LETTER OF ACCEPTANCE
 - c. SAMPLE FORM – LETTER TO UNSUCCESSFUL BIDDERS
2. *Ready-for-Takeover* Notice, provided in this guide



Checklist for Ready-For-Takeover

PREREQUISITES TO ATTAINING READY-FOR-TAKEOVER (GC12.1.1) are limited to the following:

	Action by	Item
<input type="checkbox"/>	<i>Consultant</i>	.1 The <i>Consultant</i> has certified or verified the <i>Substantial Performance of the Work</i> .
<input type="checkbox"/>	<i>Consultant</i>	.2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
<input type="checkbox"/>	<i>Contractor</i>	.3 Final cleaning and waste removal at the time of applying for <i>Ready-for-Takeover</i> , as required by the <i>Contract Documents</i> .
<input type="checkbox"/>	<i>Contractor</i>	.4 The delivery to the <i>Owner</i> of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the <i>Contract Documents</i> .
<input type="checkbox"/>	<i>Contractor</i>	.5 Make available a copy of the as-built drawings completed to date on site.
<input type="checkbox"/>	<i>Contractor</i>	.6 Startup, testing required for immediate occupancy, as required by the <i>Contract Documents</i> .
<input type="checkbox"/>	<i>Contractor</i>	.7 Ability to secure access to the <i>Work</i> has been provided to the <i>Owner</i> , if required by the <i>Contract Documents</i> .
<input type="checkbox"/>	<i>Contractor</i>	.8 Demonstration and training, as required by the <i>Contract Documents</i> , is scheduled by the <i>Contractor</i> acting reasonably

CONTRACTOR (GC 12.1.3)

When the *Contractor* considers that the *Work* is *Ready-for-Takeover* they will:

- ☐ Deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected
- ☐ Provide a written application for *Ready-for-Takeover* for review

CONSULTANT (GC 12.1.4)

The *Consultant* will:

- ☐ Review the *Work* to verify the validity of the application and will promptly, and no later than 10 calendar days after receipt of the *Contractor's* list and application:
 - ☐ .1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and
 - ☐ Give reasons why
 - OR**
 - ☐ .2 confirm the date of *Ready-for-Takeover* in writing to the *Owner* and the *Contractor*

CONTRACTOR (GC 12.1.5) - in consultation with the Consultant

Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, will:

- ☐ Establish a reasonable date for finishing the *Work*.



TEMPLATE: *Ready-for-Takeover* Notice

(CCDC 2-2020 GC 12.1.4.2: 1 or 2)

I _____ [Consultant], of _____ [name of firm],
confirm that, for the purposes of the *determining Ready-for-Takeover* on
_____ [Project]:

☐ *Ready-for-Takeover* has been achieved as of _____ [date]

☐ *Ready-for-Takeover* has **not** been achieved
[Description of the reasons why *Ready-for-Takeover* has not been achieved]

Signed: _____

Name: _____ [printed]

Date: _____

cc: *Owner and Contractor*



FORM: REVIEW FOR FINAL PAYMENT

Project name		Date	
Contractor		Contract no.	
Contract			
This is to certify that _____ has, in our opinion, executed the <i>Work</i> in accordance with the <i>Contract Documents</i> and is entitled to final payment.			
Discipline	Reviewed by (firm name)	Signed	Date
Architectural			
Structural			
Electrical			
Mechanical			
Contractor			
Project manager			
Other			
Checklist of items required to be transmitted to the owner			
Check items received		Remarks	
<input type="checkbox"/>	Record/as-built drawings		
<input type="checkbox"/>	Revised specs		
<input type="checkbox"/>	Balancing reports		
<input type="checkbox"/>	Manuals		
<input type="checkbox"/>	Guarantees		
<input type="checkbox"/>	Warranties		
<input type="checkbox"/>	Maintenance materials		
<input type="checkbox"/>	Spare parts		
<input type="checkbox"/>	Keys		
<input type="checkbox"/>	Test reports		
<input type="checkbox"/>	Certificates		
<input type="checkbox"/>	Inspection reports		
<input type="checkbox"/>	Occupancy permit		
<input type="checkbox"/>	SCHEDULES (C,D, etc.)		
<input type="checkbox"/>	Cmms sheets		
<input type="checkbox"/>	Other		
Distribution			
<input type="checkbox"/> Owner <input type="checkbox"/> Contractor <input type="checkbox"/> Consultant		<input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____	



APPENDIX: PREVIEW OF BCDC DOCUMENTS

Included with this guide are the BCDC documents in preview format.

- Part 1.1 Division 00
- Part 1.2 Supplementary Conditions
- Part 1.3 Project Specific Amendments
- Part 1.4 Division 01 Recommended Modifications

To access and download the suite of BCDC documents and register for updates, please visit www.bcconstructiondocuments.ca.



Part 1.1: DIVISION 00

Procurement and Contracting Requirements

For use with CCDC 2-2020 Stipulated Price Contract

00 11 13 - ADVERTISEMENT FOR BIDS

Reset All

1. BID CALL

.1 *Name of Bidding Authority*

will receive bids for this *Project* on or before *Time & Time Zone* on *Month, Day, Year*
(unless modified by addendum) at:

☐ .1a *Physical Address Location*

☐ .1b *Web address of online bidding system*

.2 The official bid closing time will be determined by the [reception desk clock] [online system]
at the bid closing location.

.3 ☐ This bid call is by invitation only. The following Bidders have been invited to bid:

.3.1 Submit bids only in the name indicated in the letter of invitation to bid. Bids submitted in a
name different to that indicated in the invitation, or from Bidders not invited to bid per 00 11
13 1.3, will be returned unopened, or if inadvertently opened, will be rejected and deemed as
non-compliant.

.4 Bid Opening Process:

Reset

Project Name
Project Location
Owner's Name

Date
ADVERTISEMENT FOR BIDS
00 11 13



- .5 Unofficial bid results will be disclosed promptly to all Bidders. Such disclosure will not imply that the bids received are compliant or that a contract will be awarded to the lowest or any Bidder.

2. BID DOCUMENT AVAILABILITY

- .1 Bid Documents are available in electronic form. It does not confer a license to use the Bid Documents for any other purpose. Bid Documents may be obtained from:

- .2 ☐ Bid Documents are available in hard copy form. It does not confer a license to use the Bid Documents for any other purpose. Hard copy Bid Documents may be obtained at :

Include details such as contact person, information on deposits

3. PROJECT DESCRIPTION

Include description and details of the Project, such as budget, schedule information, size, purpose, status

END OF SECTION

Reset

Project Name
Project Location
Owner's Name

Date
INSTRUCTIONS TO BIDDERS
00 21 13



00 21 13 INSTRUCTIONS TO BIDDERS

1. DOCUMENTS

1.1 DOCUMENTS

- .1 Carefully examine the following information. Failure to follow these instructions may result in bid disqualification.
- .2 Project information:
 - .1 Project / Contract Name: Project Name
 - .2 Project / Contract No.: _____
 - .3 Owner: Owner's Name
 - .4 Project Address: _____

- .3 Examine the Bid Documents and promptly notify the person designated to receive inquiries of any perceived errors, omissions, conflicts or discrepancies in the Bid Documents.

1.2 BID DOCUMENTS

- (a) BCDC 2 - 2022, Part 1.1 Division 00 11 13 Advertisement for Bids;
- (b) BCDC 2 - 2022, Part 1.1 Division 00 21 13 Instructions to Bidders; 00 73 16 Insurance Requirements; 00 73 63 Contract Security Requirements;
- (c) BCDC 2 - 2022, Part 1.1 Division 00 41 13 Bid Form and Appendices;
- (d) CCDC 2 - 2020, Articles of Agreement;
- (e) CCDC 2 - 2020, General Conditions;
- (f) BCDC 2 – 2022, Part 1.2 Supplementary Conditions;
- (g) BCDC 2 – 2022, Part 1.3 Project Specific Amendments, if any;
- (h) General Requirements;
- (i) Drawings and Specifications;
- (j) Appendices, if any;
- (k) Addenda.

1.3 CONTRACT DOCUMENTS

- .1 Upon award of contract the Contract Documents consist only of (b) to (k) above. The *Owner* will prepare two copies of the Contract.

Reset



2. PRE-BID INQUIRIES

- .1 Direct inquiries relating to Bid Documents, only to the *Consultant/Owner* at:

Contact name and email

- .2 Submit inquiries as early as possible in the bid period and not less than _____ Working Days before the bid closing time. Inquiries received after this time may not receive a response.

3. PRE-BID SITE VISIT

- ☐ .1 There will not be a pre-bid site visit for the Project.

- ☐ .2 There will be pre-bid site visit for the Project.

- ☐ 2.1 Mandatory Site Visit

Failure of a Bidder's representative to attend and sign the attendance sheet will cause the Bid to be rejected as non-compliant.

- ☐ 2.2 Optional Site Visit

A pre-bid site visit has been scheduled for _____ local time on _____, 20____. Attendees will meet at _____.

Bidders will be required to sign an attendance sheet during the meeting. Names of Bidders attending will be issued by addendum.

Issues arising from the pre-bid site visit will be addressed as required in an addendum to the Bid Documents. No meeting minutes will be issued. Bidders may not rely upon any information given verbally or otherwise at the pre-bid site visit and that is not confirmed by addendum.

Bidders visiting the Place of the Work must be accompanied at all times by a representative of the *Owner*.

Bidders visiting the Place of the Work must provide their own personal protective equipment.

- ☐ 2.3 *Owner* Requirements of Site Visit

Additional requirements

Reset



4. PARTICULARS AFFECTING BID PRICE

4.1 MATERIALS

- .1 Establish the Bid Price based on the use of materials specified in Drawings and Specifications.
- .2 Proposed substitutions to materials specified will be considered during the bidding period only if full descriptive data are submitted in writing to the *Consultant/Owner* at least Working Days before the bid closing date.
- .3 Approved substitutions will be incorporated in the Drawings and Specifications by issuance of an Addendum.

4.2 CONDITIONS RELATED TO THE WORK

- .1 Become familiar with the site and existing conditions prior to submitting a bid and make allowances for conditions related to the Work.
- .2 Claims for an increase in Contract Price or Contract Time arising from observable conditions will be rejected by the *Owner*.

4.3 TAXES

- .1 Include in bid price all taxes and customs duties in effect at the time of the bid closing, except for Value Added Taxes as defined in the CCDC standard form of contract.

5. ADDENDA

- .1 Addenda may be issued to modify the Bid Documents in response to Bidder inquiries or as may be considered necessary.
- .2 All addenda issued during the bid period will become part of the Bid Documents.
- .3 No addenda will be issued later than 3 Working Days before the bid closing time, unless absolutely necessary.
- .4 Each Bidder must ascertain before bid submission that it has received all addenda issued during the bid period and must indicate the addendum number(s) of all addenda received with their bid submission.

6. INTERPRETATION AND MODIFICATION OF BID DOCUMENTS

1. If an inquiry requires an interpretation or modification of the Bid Documents, the response to that inquiry will be issued in the form of a written Addendum only, to ensure that all Bidders base their bids on the same information.
2. Replies to inquiries or interpretations or modifications of the Bid Documents made by e-mail, verbally, or in any manner other than a written Addendum, will not form part of the Bid Documents and will not be binding.



7. BID DEPOSITORY

- ☐ .1 This Project will not use BidCentral Online Bidding for Subcontractors ("BOBS"), a bid depository system.
- ☐ .2 This Project will use BidCentral Online Bidding for Subcontractors ("BOBS"), a bid depository system.
- ☐ 2a. The following subcontractors must submit their bid through BOBS and provide bonding per the Rules of Procedure ("Rules"):

Note: Insert List

- ☐ 2b. The following subcontractors must submit their bid through BOBS and do not require bonding:

Note: Insert List

- .1 The date and time for the BOBS closing will be not less than two (2) working days prior to General Contractor bid closing and up to 3:00 PM on the date specified, subject to the Rules.
- .2 The Rules of Procedure for BOBS, in force at the bid closing time, will apply.
- .3 Subcontractors listed must submit their bids through BOBS via the specified method as defined in BidCentral (<https://www.bidcentral.ca/online-bidding-for-subcontractors/>).
- .4 Where stipulated in section 2a, BOBS requirements in the Project Documents, and as required under the Rules, the subcontractor must provide a bond. Such bond must conform to the requirements of the Rules.
- .5 General Contractors must confirm their Intention to Bid no later than two (2) Working Days (to the hour) prior to the BOBS closing date and time as per the requirements in the Rules for BOBS.
- .6 Notwithstanding the requirements for exclusion of work contained in the Rules, ensure all Work described in the Bid Documents is included in the Bid Price.
- .7 Where required by 2a and when requested to do so the Bidder agrees to provide the *Owner* with proof of Subcontractor bonds within ten (10) Working Days of Contract award.
- .8 Only General Contractor Bids which list Trade Contractor Bids submitted in accordance with the Rules of Procedure for BOBS for those sections or divisions specified, will be subject to a recommendation of acceptance from the Bid Calling Authority to the *Owner* and any others will be rejected.

Reset



□ Bid Submission: PAPER SUBMISSIONS

8P. COMPLETION OF BID FORM & APPENDICES

- .1 The Bidder must:
 1. Complete the bid on the Bid Form included with the Bid Documents in a non-erasable medium and execute in accordance with provisions of Clause 9 of the Instructions to Bidders, - EXECUTION OF THE BID.
 2. If required, state the number of weeks within which the Bidder will achieve *Ready-for-Takeover*.
 3. Initial erasures or corrections to entries on the Bid Form.
 4. Indicate receipt of Addenda.
 5. Complete all appendices as required by the *Owner*.
 - ☐ Appendix 'A' – List of Subcontractors
 - ☐ Appendix 'B' – Alternate Prices
 - ☐ Appendix 'C' – List of Unit Prices
 - ☐ Appendix 'D' – List of Cash Allowances
- .2 The *Owner* must specify the specific subcontractors each Bidder must list in Appendix 'A' – LIST OF SUBCONTRACTORS. To the extent that the *Owner* does not list the subcontractors, there is no requirement for the Bidder to name the subcontractors.
- .3 Where the Bid amount in writing is different than the numerical amount, the bid amount in writing will take precedence.

9P. EXECUTION OF THE BID

- .1 Execute the Bid Form in one of the following ways:
 - .1 Limited Company: Include the company's full name and the name(s) and status of the authorized signing officer(s) in the spaces provided for that purpose. Affix the signature(s) of authorized officer(s) and date the Form; or
 - .2 Partnership: Print the partnership name and the name(s) of the person(s) signing in the spaces provided. Affix the signature of one or more of the authorized partners, who must sign in the presence of a witness who must also sign and date the Form; or
 - .3 Sole Proprietor: Print the business name and the name of the sole proprietor in the spaces provided. The sole proprietor must sign and date the Form in the presence of a witness who must also sign and date the Form.

10P. DELIVERY OF THE BID

- .1 Enclose the properly completed and executed Bid Form in a properly addressed envelope.
- .2 Ensure the name and address of the Bidder, the project name, (and project number where provided by the *Owner*) appear on the envelope face.
- .3 Seal the envelope and deliver it to the submission location stated in the Invitation to Bid prior to the time and date specified for the closing of bids.

Reset



- .4 The *Owner* will immediately record the date and time on envelopes containing bids and on bid revisions received by fax and this information will take precedence over machine-initiated date and time information transmitted through a fax machine.
- .5 Bids and other related documents received after the stated time and date of closing will not be considered by the *Owner*.
- .6 The *Owner* is neither liable nor responsible for costs incurred by Bidders in the preparation, submission, or presentation of the bid. Bid documents become the property of the *Owner*.

11P. BID WITHDRAWAL AND MODIFICATION

- .1 If withdrawing a bid, Bidders must submit a signed letter to the *Owner* prior to closing.
- .2 Modifications or withdrawals must be signed by an authorized signing officer.
- .3 Bidders are warned that faxed or email modifications or withdrawals are submitted solely at their risk and will not be considered received until they have been received at the designated contact information, and date and time of the modification has been recorded by the bid authority.
- .4 The *Owner* will assume no responsibility or liability for modifications or withdrawals that are, for any reason, delayed, illegible, unclear as to intent, ambiguous, contrary to these instructions, or otherwise improperly received.
- .5 Email modifications or withdrawals to a bid must be submitted via a PDF document or an image file (i.e., jpeg, jpg, png) attached to the email and in the prescribed format identified in the procurement solicitation documents.
- .6 For email modifications and withdrawals, the time received by the Bid Authority's servers will determine as to whether the bid modification was received by the closing time.
- .7 For faxed modifications and withdrawals, the clock used for the official bid closing time will govern. The *Owner's* handwritten date and time or time stamp from the clock used for the official bid closing will take precedence over facsimile machine generated time and date.
- .8 Bid modifications:
 - .1 Modifications will be accepted prior to the time and date specified for the closing of bids, in a manner determined by the *Owner* using the bid amendment form included in Division 00 00 43 13 Appendix 'F' – BID MODIFICATION
 - .2 Only the Bidder's entries on the delivered Bid Form may be revised; the modification must state only the amount by which a bid figure is to be increased or decreased), or specific directions as to the exclusion or inclusion of particular words.
 - .3 Ensure all bid modifications to the original bid are clearly legible. State monetary modifications to the bid amount numerically and in writing.
 - .4 State all addendum numbers received, if different from what was indicated on the originally submitted Bid Form.



- .5 If changes are required to Appendices A, B, C, and D, new appendix forms must be submitted and revised in their entirety on new appendix submission forms. Where applicable, prices are completely new prices. These changes in price or in time are **not** a subtraction from or addition to already submitted on Appendices A, B, C, and D.

12P. BID SECURITY REQUIREMENTS

- .1 Ensure the Bid Form is accompanied by a bid bond in the amount of ten percent (10%) of the Bid Price. Certified cheques and guaranteed letters of credit will not be accepted.
- .2 Ensure the bid bond is issued on a CCDC 220 Bid Bond form
- .3 If a successful Bidder declines to enter a *Contract* within the period set out in the Bid Form, or a further agreed period of time, the principal and surety will be required to pay to the *Owner* a sum equivalent to the difference between the principal's bid and the accepted bid or ten percent (10%) of the principal's bid, whichever is the lesser.
- .4 Upon request, bid bonds of unsuccessful Bidders will be returned after the successful Bidder has entered into a contract with the *Owner* and provided the specified contract security, or earlier at the *Owner's* discretion.
- .5 The bid bond must name the *Owner* as specified in the bid document as the obligee and must be signed, sealed, and dated by both Bidder and surety.



❑ Bid Submission: ONLINE BIDDING SYSTEM SUBMISSIONS

8E. COMPLETION OF BID FORM

- .1 All Bidders should familiarize themselves regarding online bidding requirements relating to system failure, functionality of the online system, Exclusion of Liability, Terms and Conditions for Online Bidding and Privacy Policy.
- .2 Bidders must complete the bid on the Bid Form included in the Online Bidding System and execute in accordance with provisions of Clause 9E of the Instructions to Bidders - EXECUTION OF THE BID.
- .3 If required, state the number of weeks within which the Bidder will achieve *Ready-for-Takeover*.
- .4 If required, indicate receipt of Addenda.

9E. EXECUTION OF THE BID

- .1 Execute the Bid Form by the method of the Bidder's identification and authentication as designated in the On-line Bidding System.

10E. DELIVERY OF THE BID

- .1 All Bids must be submitted through the On-line Bidding System not later than the date and time specified for the On-line Bidding System closing. Bids submitted after On-line Bidding System closing time will not be allowed by the On-line Bidding System.
- .2 The time as indicated on the On-line Bidding System will be the official time for the On-line Bidding System closing.
- .3 The *Owner* is neither liable nor responsible for costs incurred by Bidders in the preparation, submission or presentation of the bid. Bidders will be required to accept on-line the Terms and Conditions of the On-line Bidding System in Clause 13.2 Terms and Conditions.
- .4 Bid documents become the property of the *Owner*.

11E. BID MODIFICATION AND WITHDRAWAL

- .1 Bidders must comply with procedures for electronic bid modification and withdrawal established by the online bidding system.

12E. BID SECURITY REQUIREMENTS

- .1 Digitally Verified Bid Bonds must be submitted through the online bidding system. Digitally verified Bid Bonds must be provided by the Bidder's Surety representative through one of the ebond providers assessed by the Surety Association of Canada. Bid Bonds must include a clearly legible signature and seal. The attachment by the Bidder of the Bid Bond with the on-line creates the lawful act of validating the bond by the Bidder.
- .2 Ensure the Bid Form is accompanied by a bid bond in the amount of ten percent (10%) of the Bid Price, Certified cheques and guaranteed letters of credit will **not** be accepted.
- .3 Ensure the bid bond is issued on a CCDC 220 Bid Bond form or other form approved by the Surety Association of Canada and issued by a Surety acceptable to the *Owner*.



- .4 If a successful Bidder declines to enter a Contract within the period set out in the Bid Form, or a further agreed period of time, the principal and surety will be required to pay to the *Owner* a sum equivalent to the difference between the principal's bid and the accepted bid or ten percent (10%) of the principal's bid, whichever is the lesser.
- .5 The bid bond must name the *Owner* as specified in the bid document as the obligee and must be signed, sealed, and dated by both Bidder and surety.

00 21 13 (con't) INSTRUCTION TO BIDDERS

13. BID ACCEPTANCE

- .1 The lowest or any bid will not necessarily be accepted.
- .2 The *Owner*, at its sole discretion, may accept or reject any or all of the Alternative Prices submitted in the Bid Documents. Alternative Prices will not be considered in determining the successful Bidder.
- .3 Alternative Prices listed in the Bid Documents will remain open for acceptance by the *Owner* for the period stated in the Bid Documents, from the time and date specified for closing of bids.
- .4 Bids which contain qualifying conditions or otherwise fail to conform to these Instructions to Bidders may, at the sole discretion of the *Owner*, be disqualified or rejected.
- .5 The *Owner* retains the separate right to waive minor irregularities in the Bid Form if such irregularities have not provided the Bidder with a competitive advantage.
- .6 In the event a single bid is received, the *Owner* may open the bid privately without reference to the Bidder. If the bid is opened and it is in excess of the *Owner's* budget, the *Owner* reserves the right to re-issue the Bid Documents for new public re-bid without revisions being made to the Bid Documents and without disclosing the single Bid Price. The *Owner* reserves the right to accept or reject a single bid.
- .7 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 Subcontractors named on their Bid Form.

14. BID ACCEPTANCE PERIOD

- .1 Bids will remain open to acceptance by the *Owner* and will be irrevocable until another Bidder enters into a contract with the *Owner* for performance of the Work or until expiry of the bid acceptance period stated in the Bid Form, whichever occurs first.
- .2 After bid closing and before expiry of the bid acceptance period stated in the Bid Form, the *Owner* may request all Bidders to agree to an extension of the originally specified bid acceptance period. In such case the bid acceptance period will be extended subject to the Bidder, whose bid the *Owner* wishes to accept, having agreed in writing to the extension.
- .3 Where the bidding for procurement of construction services for this project has a method where unofficial bid results are made available publicly after the bid closing time, and before expiry of the bid acceptance period stated in the Bid Form, the *Owner* may request all Bidders to agree to an extension of the originally specified bid acceptance period. In such case, the bid acceptance period will be extended, subject to the lowest compliant Bidder having agreed in writing to the extension.



15. WORKSAFE BC LETTER

- .1 After bid closing, upon request, the lowest compliant Bidder agrees to provide a WORKSAFE BC Letter of Good Standing within forty-eight (48) hours.

END OF SECTION

Preview

Project Name
Project Location
Owner's Name

Date
BID FORM - STIPULATED PRICE
00 41 13



00 41 13 BID FORM - STIPULATED PRICE

Project/Contract: Project Name

Project/Contract No.: _____

From (Bidder): _____
company name

street address or postal box number city/town

province and postal code

Bidders Ph. _____ **Bidders Fax.** _____

Bidders Email _____

To (Owner): Owner's Name

We, the undersigned, having examined the Bid Documents for the above named project/ contract, including Addendum Number(s) _____, and being familiar with the site and existing conditions, hereby offer to perform the Work in accordance with the Bid Documents, for the stipulated bid price of:

\$ _____
amount in writing in Canadian dollars, excluding Value Added Taxes.

\$ _____ in Canadian dollars, excluding Value Added Taxes.
amount in figures

We, the undersigned, declare that:

a) Schedule:

- ☐ We agree to attain *Ready-for-Takeover* within (*Contractor to fill in*) _____ weeks after receiving notice of contract award and the contract time noted herein WILL NOT be taken into account by the *Owner* in awarding the contract. The date of contract award will be the date the letter of award is sent to the Bidder.
- ☐ We agree to attain *Ready-for-Takeover* within (*Contractor to fill in*) _____ weeks, taking into account the milestones and/or schedule noted in Division 01 of these Project Specifications, and after receiving notice of contract award. The contract

Reset

Project Name
Project Location
Owner's Name

Date
BID FORM - STIPULATED PRICE
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time noted herein MAY BE considered by the *Owner* in evaluating the bid and determining contract award. The date of contract award will be the date the letter of award is sent to the Bidder.

☐ We agree to attain *Ready-for-Takeover* within (*Owner* to fill in) _____ weeks after receiving notice of contract award. This contract time is identified by the *Owner* based on the rational included in Part 1.3 Project Specific Amendments. The date of contract award will be the date the letter of award is sent to the Bidder.

- b. We have arrived at this bid without collusion with any competitor,
- c. This bid is open to acceptance by the *Owner* for a period _____ days from the date of bid closing, and
- d. All bid form supplements called for by the Bid Documents form an integral part of this bid.

Signatures:

Signed and submitted by:

legal company name

name and title of authorized signing officer

signature of authorized signing officer

name of witness

signature of witness

name and title of authorized signing officer

signature of authorized signing officer

name of witness

signature of witness

Dated this _____ day of _____, 20_____.

Reset

Project Name
Project Location
Owner's Name

Date
BID FORM - STIPULATED PRICE
00 41 13



☐ **Appendix 'A' – LIST OF SUBCONTRACTORS**

Project/Contract: Project Name

Project/Contract No.: _____

From (Bidder): _____
company name

The *Owner* has specified below the subcontractors are required to be named by the Bidder.

We, the above-named Bidder, intend to use for the above-named project the Subcontractors named below:

<input type="checkbox"/> Item of Work	Name of Subcontractor
1. [_____]	[_____]
2. [_____]	[_____]
3. [_____]	[_____]
4. [_____]	[_____]
5. [_____]	[_____]

The *Owner* cannot reject a bid on the basis of the subcontractor(s) named herein.

<input type="checkbox"/> BOBS Section/Division	Name of Subcontractor
<i>Closing via BOBS per Section 00 21 13 Clause 7.2</i>	<i>Closing via BOBS per Section 00 21 13 Clause 7.2</i>
1. [_____]	[_____]
2. [_____]	[_____]
3. [_____]	[_____]
4. [_____]	[_____]
5. [_____]	[_____]
6. [_____]	[_____]
7. [_____]	[_____]
8. [_____]	[_____]
9. [_____]	[_____]
10. [_____]	[_____]

All parties should refer to the BCDC Guide.

Reset

Project Name
Project Location
Owner's Name

Date
BID FORM - STIPULATED PRICE
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☐ Appendix 'B' – ALTERNATIVE PRICES

Project/Contract: Project Name

Project/Contract No.: _____

From (Bidder): _____
company name

We, the above-named Bidder, offer the alternative prices requested below. The amount to be added to, or deducted from, our bid price (as entered in the Bid Form) is entered for each alternative requested. These prices do NOT include Value Added Taxes. If there is no change to the bid price for an alternative, we have so indicated. It is understood that:

- a. the *Owner* may accept any of the alternatives and corresponding alternative prices in any order or combination, including all or none,
- b. alternatives and alternative prices are open for acceptance by the *Owner* for the same period of time as the bid price, notwithstanding the award of the *Contract*.
- c. the *Work* of the *Contract* and the *Contract Price* will reflect the alternatives and alternative prices, if any, accepted by the *Owner* at the time of contract award, and
- d. acceptance of any alternatives will not affect the bid price contract completion time, unless we have specifically indicated an increase or decrease in time, in number of days, on account of a particular alternative.
- e. Acceptance of any alternative price will not affect the Listed Subcontractors on Appendix A unless it is noted below.

<u>Description of Alternative</u>	<u>Effect on Bid Price</u>		<u>Change to Listed Subcontractor</u> (if applicable)
	<u>Add</u>	<u>Deduct</u>	
Alternate Price No. 1			

	\$ _____	\$ _____	_____
Time (in Days)	_____	_____	

Reset

Project Name
Project Location
Owner's Name

Date
BID FORM - STIPULATED PRICE
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Alternate Price No. 2

\$ _____ \$ _____
Time (in Days) _____

Alternate Price No. 3

\$ _____ \$ _____
Time (in Days) _____

Alternate Price No. 4

\$ _____ \$ _____
Time (in Days) _____

Alternate Price No. 5

\$ _____ \$ _____
Time (in Days) _____

Reset

Project Name
Project Location
Owner's Name

Date
BID FORM - STIPULATED PRICE
00 41 13



☐ Appendix 'C' – LIST OF UNIT PRICES

Project/Contract: Project Name

Project/Contract No.: _____

From (Bidder): _____
company name

The following are our Unit Prices for the units of work listed hereunder. The Unit Prices listed apply to performing the units of work only during the Contract Time.

The below unit price(s) are intended for adjustment to the quantities, after contract award and as specified in the contract documents.

These prices do **NOT** include Value Added Taxes.

<u>Unit of Work</u>	<u>Unit Price (\$)</u>	
	<u>Add per unit</u>	<u>Deduct per unit</u>
[]	_____	_____
[]	_____	_____
[]	_____	_____
[]	_____	_____
[]	_____	_____
[]	_____	_____
[]	_____	_____
[]	_____	_____
[]	_____	_____
[]	_____	_____
[]	_____	_____

Reset

Project Name
Project Location
Owner's Name

Date
BID FORM - STIPULATED PRICE
00 41 13



□ Appendix 'D' – LIST OF CASH ALLOWANCES

Project/Contract: Project Name

Project/Contract No.: _____

From (Bidder): _____
company name

We, the above named Bidder, have provided the Cash Allowance(s) included in our bid price (as entered in the Stipulated Price Bid Form) as requested below. These prices do **NOT** include Value Added Taxes.

Description of Cash Allowance

Amount \$

[_____]	[_____]
[_____]	[_____]
[_____]	[_____]
[_____]	[_____]
[_____]	[_____]
[_____]	[_____]
[_____]	[_____]
[_____]	[_____]
[_____]	[_____]
[_____]	[_____]
[_____]	[_____]
[_____]	[_____]
[_____]	[_____]
[_____]	[_____]
[_____]	[_____]
[_____]	[_____]

Reset

Project Name
Project Location
Owner's Name

Date
BID FORM - STIPULATED PRICE
00 41 13



☐ **Appendix 'F' - BID MODIFICATION**

(To be used where required)

Project/Contract: Project Name

Project/Contract No.: _____

Owner: Owner's Name

From (Bidder): _____

Date: _____

Submit by:

☐ Fax _____

☐ Email _____

Bidders are to identify the project number and bid amendment in the email subject line

☐ Physical Address _____

WE HEREBY MODIFY OUR BID PRICE AS FOLLOWS:

	TO PREVIOUSLY SUBMITTED BID PRICE	FROM PREVIOUSLY SUBMITTED BID PRICE
	ADD	SUBTRACT
MODIFICATION TO BID PRICE (in figures)	\$ _____	\$ _____
MODIFICATION TO BID PRICE (in writing)	ADD / SUBTRACT	\$ _____

These prices do **NOT** include Value Added Taxes.

Other amendments including issued addendum numbers are (or reference and include by attachment):

Reset

Project Name
Project Location
Owner's Name

Date
BID FORM - STIPULATED PRICE
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AMENDMENT TO SCHEDULE

If applicable, the amended change in time from the original bid is:

Add _____ calendar days/weeks; Subtract _____ calendar days/weeks.
*Bidders are to cross out which does **not** apply, days or weeks*

APPENDICES A, B, C AND D

If changes are required to Appendices A, B, C, and D, they must be submitted on new Appendix submission forms. Where applicable, these prices are completely new prices as per Division 00 21 13 Clause 11P Instructions to Bidders.

LEGAL NAME OF BIDDER: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

AUTHORIZED SIGNING OFFICER:

Name and Title: _____

Signature: _____

END OF SECTION

Project Name
Project Location
Owner's Name

Date
INSURANCE REQUIREMENTS
00 73 16



00 73 16 INSURANCE REQUIREMENTS

1 – OWNER PROVIDED INSURANCE

.1 Refer to GC 11.1 - INSURANCE, GC 12.1 - INDEMNIFICATION and Supplementary Condition(s).

2 – CONTRACTOR PROVIDED INSURANCE

.1 Refer to GC 11.1 - Insurance, GC 12.1 - Indemnification and Supplementary Condition(s).

END OF SECTION

Preview



00 73 63 CONTRACT SECURITY REQUIREMENTS

PERFORMANCE BONDS AND LABOUR AND MATERIAL PAYMENT BONDS

- .1 The successful Bidder agrees to:
 - .1 Provide a Performance Bond and a Labour and Material Payment Bond each in the amount of fifty percent (50%) of the Contract Price.
 - .2 Provide these bonds within ten (10) Working Days of contract award. Maintain bonds in good standing until Contract fulfillment. Ensure requirements of GC 1 2.3 – WARRANTY are met and payment obligations arising under the Contract are made while bonds are still in place.
 - .3 Ensure the Performance Bond is issued on CCDC-221 Performance Bond form, and Labour and Material Performance Bond is issued on CCDC-222 Labour and Material Performance Bond form or other forms approved by the Surety Association of Canada and issued by a Surety acceptable to the *Owner*.
 - .4 Include bonding costs in the Bid Price.
 - .5 Ensure the obligee on the bonds is the *Owner*.

END OF SECTION



PART 1.3 SUPPLEMENTARY CONDITIONS

For use with CCDC 2-2020 Stipulated Price Contract

ARTICLES

Add new:

Article A-9 TIME IS OF THE ESSENCE

"Time is of the essence in the performance of the Contract."

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.2 Add, in the first sentence "review," before the word "tests".

2.3.4 In the first sentence, replace "special" with "review," and add "review," before the third instance of "inspections".

Add new:

2.3.8 Should the *Consultant* be required to make more than one review of rejected work or should the *Consultant* perform additional reviews due to failure of the Work to comply with the application for status of completion made by the *Contractor*, the *Contractor* is required to compensate the *Owner* for such additional *Consultant* services including expenses incurred. Adjustment for such compensation should be made as outlined under PART 6 CHANGES IN THE WORK.

PART 3 EXECUTION OF THE WORK

GC 3.5 SUPERVISION

3.5.1 Add after the last sentence:

"The appointed *Contractor* representative shall not be changed without consultation with and written acceptance of the *Owner*. This acceptance shall not be unreasonably withheld."

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

3.6.4 Add at the end of the sentence ", as outlined in GC 6.3 – CHANGE DIRECTIVE."



PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.2 Add, after the first sentence "Unless noted otherwise, none of the work included in the drawings and specifications is intended to be paid for by the cash allowances. The cash allowances are for the *Owner's* use, at the *Owner's* sole discretion."

PART 5 PAYMENT

Amend the heading "**GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**" to read "**GC 5.1 FINANCING INFORMATION REQUIRED**"

Delete paragraph 5.1.1 and 5.1.2 in their entirety and replace with:

- 5.1.1 The *Owner* and the *Contractor* shall provide each other with timely *Notice in Writing* of any material change in their financial ability to fulfill their respective obligations under the *Contract*.

GC 5.2 APPLICATIONS FOR PAYMENT

- 5.2.4 Add, after the first sentence:
"A secondary schedule, stating the anticipated monthly progress payments, is to be submitted upon request."

Add new:

- 5.2.9 An application for payment shall be deemed received only if submitted complete with required supporting documentation as determined by the *Consultant*.

GC 5.3 PAYMENT

- 5.3.1.1 Add another sentence:
"If, after a certificate of payment has been issued to the *Owner* (and prior to payment by the *Owner*), the *Consultant* determines on the basis of new information that the amount certified for payment is inappropriately high or low relative to the value of the work performed, then the *Consultant* shall issue a revised certificate of payment, and promptly advise the *Contractor* in writing giving reasons for the amendment."

Add new:

- 5.3.2 At the first application for payment following *Ready-for-Takeover*, the *Consultant* shall issue to the *Owner* and copy to the *Contractor*, a certificate for payment for an amount that deducts an amount equal to twice the value of any deficiencies as determined by the *Consultant*.



Add new:

- 5.3.3 Partial payment may not be made for the completion or correction of any deficiencies shown on the comprehensive list of items to be completed or corrected prior to the date of the issuance of the final certificate of payment.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- 5.4.1 Change "20 calendar days" to "10 days".

Add new:

- 5.4.7 At *Substantial Performance of the Work*, the *Consultant* shall issue a list itemizing the value of any items to be corrected or completed to the *Owner* and copy to the *Contractor*.

GC 5.5 FINAL PAYMENT

- 5.5.2 Change "calendar days" to "*Working Days*"
- 5.5.4 Change "5 calendar days" to "*10 Working Days*"

PART 6 CHANGES IN THE WORK

GC 6.2 CHANGE ORDER

Add new:

- 6.2.3 The following shall determine *Contractor* markup on *Change Orders* by percentage:
- .1 To the cost of the *Work* performed by the *Contractor* directly, the *Contractor* may add a maximum of 20% markup for overhead and profit combined.
 - .2 To the cost of the *Work* performed by *Subcontractors* for the *Contractor*, before the *Subcontractor's* markup, the *Contractor* may add a maximum of 10% markup for overhead and profit combined.
 - .3 On *Work* deleted from the *Contract*, not covered by unit prices, the credit to the *Owner* shall be the cost of the *Work* as set out in GC 6.3 – CHANGE DIRECTIVE, article 6.3.7.
 - .4 For a detailed list of what the *Contractor* may include in the cost of the *Work* before adding markups, refer to GC 6.3 CHANGE DIRECTIVE, article 6.3.7.



GC 6.3 CHANGE DIRECTIVE

Add new:

6.3.14 The following shall determine *Contractor* markup on *Change Directives* by percentage:

- .1 To the cost of the *Work* performed by the *Contractor* directly, the *Contractor* may add a maximum of 20% markup for overhead and profit combined.
- .2 To the cost of the *Work* performed by Subcontractors for the *Contractor*, before the Subcontractor's markup, the *Contractor* may add a maximum of 10% markup for overhead and profit combined.
- .3 On *Work* deleted from the Contract, not covered by unit prices, the credit to the Owner shall be the cost of the *Work* as set out in GC 6.3 – CHANGE DIRECTIVE, article 6.3.7.

GC 6.5 DELAYS

6.5.3.3 Add the word "local" after the word "adverse".

Add new:

6.5.6 The party making the claim shall submit to the *Consultant*, within 10 *Working Days*, an estimated quantum of the claim and of the *Contract Time* extension claimed, and the grounds upon which the claim is based complete with required supporting documentation as determined by the *Consultant*.

Add new:

- 6.5.7 Should the *Consultant*, in consultation with the *Contractor*, determine the *Contractor* is delayed in performance of the *Work*, or any part thereof, by the *Contractor's* inaction, or by delay or inaction of anyone employed or engaged by the *Contractor* directly or indirectly, and the *Contract Time* is compromised:
- .1 Then the *Contractor* shall accelerate the *Work* as required to meet the *Contract Time*.
 - .2 The *Consultant* will promptly give *Notice in Writing* of such determination to the Owner and the *Contractor*.
 - .3 The *Contractor* shall then promptly give the Owner and the *Consultant* *Notice in Writing* of specific changes to the construction scheduling and construction processes the *Contractor* will implement to accelerate the *Work*.
 - .4 The *Contractor* shall not be entitled to payment for costs to accelerate the *Work* to meet the *Contract Time*.
 - .5 If either party does not accept the *Consultant's* determination, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. It being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed.



GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 Delete: “Timely” and add “10 Working Days from the event or series of events giving rise to the claim”

PART 7 DEFAULT NOTICE

GC 7.1 OWNER’S RIGHT TO PERFORM THE WORK, STOP THE WORK, OR TERMINATE THE CONTRACT

- 7.1.5 In the first sentence, after “paragraph 7.1.1,” replace “and” with “or”.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.4 CONSTRUCTION SAFETY

Add to end of 9.4.1: “and be designated as the prime contractor”

PART 10 GOVERNING REGULATIONS

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

Add new:

- 10.2.8 The *Contractor* shall provide to the *Consultant* copies of all inspection reports from the various authorities having jurisdiction within two *Working Days* of their receipt.

GC 10.4 WORKERS’ COMPENSATION

Add new:

- 10.4.2 The *Contractor* is formally designated as the “prime contractor.”

PART 12 OWNER TAKEOVER

GC 12.2 EARLY OCCUPANCY BY THE OWNER

Add new:

GC 12.2.5

The *Owner* may take possession of and use completed or partially completed portion of the *Work*, in addition to occupancy conditions included in the Contract, providing:

- .1 Only as agreed by the Contractor, such agreement will not be unreasonably withheld.
- .2 the portion of the *Work* is ready to be used for the purpose intended, to the satisfaction of the *Consultant* and authorities having jurisdiction; and
- .3 the *Owner’s* possession and use do not interfere with the Contractor’s *Work*; and
- .4 the *Consultant* conducts a review prior to possession by the *Owner*; and
- .5 any extra costs are borne by the *Owner*, subject to the provisions of GC 6.5 Delays.



GC 12.3 WARRANTY

12.3.4 Add a second sentence "In effecting a correction of defects or deficiencies, the *Contractor* shall also bear all costs involved in removing, replacing, repairing, or restoring aspects of the *Work* that may be affected in the process of making the correction."

Add new:

12.3.7 Where a material, product or installation referenced in 12.3.1 covered by warranty fails, the stipulated warranty and warranty period shall be renewed for the specific work being replaced or repaired, with the exception of warranties referred to in GC 12.3.6. Such extended warranties referenced in 12.3.1, shall not exceed one year from the date of removing, replacing, repairing, or restoring.

Add new:

PART 14 MISCELLANEOUS

14.1 CONFIDENTIALITY

14.1.1 All information provided by or obtained from the *Owner* in any form in connection with the *Project*:

1. is the sole property of the *Owner* and must be treated as confidential;
2. is not to be used for any purpose other than the performance of the *Work*;
3. is not to be disclosed without prior written authorization from the *Owner*; and
4. must be returned to the *Owner* immediately upon request.

14.2 INFORMATION TECHNOLOGY RELATED THREATS

14.2.1 The *Contractor* shall notify the *Owner* and its mutual affiliates, as soon as reasonably possible, of any information technology related threat that may be transmitted electronically to the *Owner* or any of its affiliates which includes but is not limited to: viruses, rogue security software, trojan horses, spyware, computer worms, phishing, rootkits and any real or perceived electronic attack (the "IT Threat").

14.2.2 In the event the *Owner* becomes aware of an IT Threat, the *Owner* may as soon as reasonably possible, notify any organization that it reasonably believes could be exposed to the same IT Threat and include in such notification any relevant details for the purpose of avoiding or minimizing any negative impact.

Project Name
Project Location
Owner's Name

Date
Section Name
Section



PART 1.3 PROJECT SPECIFIC AMENDMENTS

The Articles of Agreement Between Owner and Contractor, the General Conditions of the Stipulated Price Contract CCDC 2 – 2020, BCDC Division 00 and BCDC 2-2022 Supplementary Conditions together with the following alterations and additions shall apply in their entirety to the Contract.

AMENDMENTS TO DIVISION 00

[insert into editable Word document]

AMENDMENTS TO SUPPLEMENTARY CONDITIONS

[insert into editable Word document]

To add project specific amendments, please download this editable Word file.

Download Form

For Information required to be included by
Risk Management, Province of British Columbia
for Provincial Agencies refer to:

<https://www2.gov.bc.ca/gov/content/governments/services-for-government/internal-corporate-services/risk-management/construction-insurance>

**USERS: DELETE THIS BOX AND TEXT FOR FORMAL
DOCUMENT CREATION**



Part 1.4: DIVISION 01 GENERAL REQUIREMENTS:

Recommended Modifications

These are BCDC recommended modifications to the CCDC Division 01

SECTION 01 11 00 SUMMARY OF WORK

1.8 OWNER-SUPPLIED PRODUCTS

.2 Contractor Responsibilities:

Add:

“.13 Provide to the *Consultant* copies of all inspection and testing reports within two *Working Days* of their receipt.”

01 26 00 CONTRACT MODIFICATION PROCEDURES

1.6 FEES FOR OVERHEAD AND PROFIT – CHANGE ORDERS

Note to editor: These clauses for Section 01 26 00, 1.6 Fees for Overhead and Profit – Change Orders are captured in the Supplementary Conditions and should not be duplicated in the Division 01.

Section 01 29 00 PAYMENT PROCEDURES

1.1 SCHEDULE OF VALUES

Note to editor: These clauses for Section 01 29 00, 1.1 Schedule of Values are captured in the Supplementary Conditions and should not be duplicated in this Division 01.

01 33 00 SUBMITTAL PROCEDURES

1.1. ADMINISTRATIVE

1.4: Add after the word “data” in the first sentence, “models, mock-ups,”

CCDC 01 77 00 - CLOSEOUT PROCEDURES

1.2 INSPECTION AND REVIEW BEFORE *READY-FOR-TAKEOVER*

1.2.4: Delete after the word “until” in the second sentence, “the *Work* is *Ready-for-Takeover* and”

1.5 SUBSTANTIAL PERFORMANCE OF THE WORK

1.5.1: Add after the word “attaining” the following: “*Substantial Performance of the*”