



Part 1.1: DIVISION 00

Procurement and Contracting Requirements

For use with CCDC 2-2020 Stipulated Price Contract

00 11 13 - ADVERTISEMENT FOR BIDS

1. BID CALL

.1

will receive bids for this *Project* on or before _____ on
(unless modified by addendum) at:

☐ .1a

☐ .1b

.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:



- .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 :

3. PROJECT DESCRIPTION

END OF SECTION



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: _____
 - .2 Project / Contract No.: _____
 - .3 Owner: _____
 - .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.



2. PRE-BID INQUIRIES

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

.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



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"):

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

- .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.



□ 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.



- .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



00 41 13 BID FORM - STIPULATED PRICE

Project/Contract: _____

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): _____

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



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_____.



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

Project/Contract: _____

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"/> <u>Item of Work</u>	<u>Name of Subcontractor</u>
1. [_____]	[_____]
2. [_____]	[_____]
3. [_____]	[_____]
4. [_____]	[_____]
5. [_____]	[_____]

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

<input type="checkbox"/> <u>BOBS Section/Division</u>	<u>Name of Subcontractor</u>
<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.



□ Appendix 'B' – ALTERNATIVE PRICES

Project/Contract: _____

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:

- the *Owner* may accept any of the alternatives and corresponding alternative prices in any order or combination, including all or none,
- 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*.
- 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
- 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.
- Acceptance of any alternative price will not affect the Listed Subcontractors on Appendix A unless it is noted below.

Effect on Bid Price

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

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



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)	_____	_____	



□ Appendix 'C' – LIST OF UNIT PRICES

Project/Contract:

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



□ Appendix 'D' – LIST OF CASH ALLOWANCES

Project/Contract:

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.

<u>Description of Cash Allowance</u>	<u>Amount \$</u>
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]



□ Appendix 'E' – ITEMIZED PRICES

(To be submitted within two [2] working days of bid closing from the apparent successful Bidder, upon request from the Owner)

Project/Contract: _____

Project/Contract No.: _____

From (Bidder): _____
company name

We, the above-named Bidder, provide the breakdown of items of *Work* included in our bid price (as entered in the Stipulated Price Bid Form) as requested below. It is understood that these itemized prices are provided for information purposes only and will not be used to modify the scope of the *Work* or adjust our bid price. These prices do **NOT** include Value Added Taxes.

<u>Item of Work</u>	<u>Itemized Price</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



☐ Appendix 'F' - BID MODIFICATION

(To be used where required)

Project/Contract: _____

Project/Contract No.: _____

Owner: _____

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):



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



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



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.

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*”