



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 *Addenda*) at:
- ☐ .1a
- ☐ .1b
- .2 The official *Bid* closing time will be determined by the [reception desk clock]
[*Online Bidding System*] at the *Bid* closing location.
- .3 ☐ This *Bid Call* is by invitation only. The following *Bidders* have been invited to *Bid*:

- .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

DEFINITIONS

Throughout this *Bid Call* the following definitions apply (and the singular is interchangeable with the plural). Defined terms are capitalized and italicized, which also denote terms that are defined in CCDC 2-2020.

Addenda

Addenda means all additional information regarding this *Bid Call* including *Amendments* to the *Bid Call*.

Alternative Price

Anything for which *Bidders* provide a separate price as identified in the *Bid Documents*, with the intent of giving the *Owner* the option to accept or not accept that alternative in determining the actual *Work* of the *Contract*.

Amendment

Amendment is a change to the *Bid Call* that results in posting an updated version of the *Bid Call*, requiring *Bidders* to submit a new *Bid* to the *Bid Call* as amended.

Bid

A *Bid* means a *Bidder's* submission in response to this *Bid Call*.

Bid Call

The *Bid Call* is the process whereby the *Bidding Authority* solicits and receives competitive *Bids*.

Bidder

The *Bidder* is an entity that submits a *Bid* in response to a *Bid Call*.

Bidding Authority

The *Bidding Authority* is the entity responsible for managing the *Bid Call* and is either the *Owner* or an authorized agent of the *Owner*. The authorized agent may be the *Consultant* or a project manager retained by the *Owner*.

Bid Documents

The *Bid Documents* are all of the documents the *Bidding Authority* makes available to *Bidders* as part of the *Bid Call*.

Bid Form

Bid Form means the 00 41 13 Bid Form – Stipulated Price and its required appendices or the *Online Bidding System's Bid Form* and its required appendices.

Online Bidding System

The *Online Bidding System* is a web-based electronic procurement submission process by which a *Bidding Authority* receives *Bids* via a secure web-based environment in a real-time, competitive bidding event (Refer to BCDC Guide).



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

The below are the reference documents for the purposes of this Bid Call:

- (a) BCDC 2 - 2024, Part 1.2 Supplementary Conditions;
- (b) BCDC 2 - 2024, Part 1.3 *Project* Specific Amendments, if any;
- (c) BCDC 2 - 2024, Part 1.1 Division 00 11 13 Advertisement for Bids;
- (d) BCDC 2 - 2024, Part 1.1 Division 00 21 13 Instructions to Bidders; 00 73 16 Insurance Requirements; 00 73 63 Contract Security Requirements;
- (e) BCDC 2 - 2024, Part 1.1 Division 00 41 13 Bid Form and Appendices; or the *Bid Form* provided in the *Online Bidding System*
- (f) CCDC 2 - 2020, Articles of Agreement;
- (g) CCDC 2 - 2020, General Conditions;
- (h) General Requirements;
- (i) Drawings and Specifications;
- (j) Appendices, if any;
- (k) *Addenda*.

1.3 CONTRACT DOCUMENTS

- .1 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 All *Addenda* will be released on the *Owner's Online Bidding System* or provided to the *Bidders*. Each *Bidder* must ascertain before *Bid* submission that it has received all *Addenda* issued during the *Bid* period. Submitting a *Bid Form* indicates acceptance of all the terms and conditions set out in the *Bid Documents*, including those that are included in all appendices and any *Addenda*.

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 *Bid Call* will not use BidCentral Online Bidding for Subcontractors (“BOBS”), a bid depository system.
- ☐ .2 This *Bid Call* 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 *Bid 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 *Bidders 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
 - ☐ Appendix 'E' – Itemized Prices
- .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.
- .4 The *Owner* may reject the *Bid* if the *Bidder* makes any alterations, qualifications, or omissions to the *Bid Form*.

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 *Bidding 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 *Bidding 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, D and E, 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, D and E.

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 Bidding System*, it's 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*.
- .5 *Bidders* must review the *Online Bidding System* for any additional *Bid Form* submission requirements. The *Owner* requires the following *Bid Form* appendices submitted at the time of *Bid* submission:

- .6 The *Owner* may reject the *Bid* if the *Bidder* makes any alterations, qualifications, or omissions to the *Bid Form*.

9E. EXECUTION OF THE BID

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

10E. DELIVERY OF THE BID

- .1 All *Bids* must be submitted through the *Online Bidding System* not later than the date and time specified for the *Online Bidding System* closing. *Bids* submitted after *Online Bidding System* closing time will not be allowed by the *Online Bidding System*.
- .2 The time as indicated on the *Online Bidding System* will be the official time for the *Online 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 online the terms and conditions of the *Online Bidding System* in Clause 13.2 terms and conditions.
- .4 The *Bid Form* becomes 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 *Bidders* must 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 *Bidders* must 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.
- .3 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.
- .4 The *Bidder* must submit the electronic *Bid* Bond before the closing date and time and in accordance with the *Online Bidding System* requirements;
- .5 The *Bidder* must submit the electronic *Bid* bond before the closing date and time and in accordance with the *Online Bidding System* requirements;
- .6 The electronic *Bid* bond must be electronically verifiable by the *Owner*. A PDF copy that cannot be electronically verified will not be accepted;
- .7 The results of the verification must provide a clear, immediate and printable indication of pass or fail;
- .8 Verification of the *Bid* Bond must result in a pass each time the bond is verified by the *Owner*;
- .9 The *Bid* bond must be viewable, printable and storable in a standard electronic PDF file format by the *Owner* and must be submitted in one single file;
- .10 The verification may be conducted by the *Owner* immediately or at any time during the life of the *Bid* bond and at the discretion of the *Owner* with no requirement for passwords or fees; and
- .11 The Owner may at its sole discretion verify the *Bid* bond by communication directly with the surety.

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 two (2) *Working Days*.

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

Bidder's Ph. _____ **Bidder's Fax.** _____

Bidder's 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 (*Bidder* 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 (*Bidder* 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"/> 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.



□ 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:

- 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.

Effect on Bid Price

<u>Description of Alternative</u>	<u>Add</u>	<u>Deduct</u>	<u>Change to Listed Subcontractor</u> (if applicable)
-----------------------------------	------------	---------------	--

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 *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 *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, D and E

If changes are required to Appendices A, B, C, D and E, 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 13.1 - INDEMNIFICATION and Supplementary Condition(s).

2 – CONTRACTOR PROVIDED INSURANCE

- .1 Refer to GC 11.1 - Insurance, GC 13.1 - 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 1.2 SUPPLEMENTARY CONDITIONS

For use with CCDC 2-2020 Stipulated Price Contract

ARTICLES

Add new:

Article A-1

1.3 before “commence” insert “execute the *Contract Documents* before commencement of the *Work*,”

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 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.5 Delete the third bullet point “*Supplementary Conditions*,”

1.1.5 Insert the below as the first items in the order of priority of the *Contract Documents*.

- BCDC 2 - 2024, Part 1.3 Project Specific Amendments, if any;
- BCDC 2 - 2024, Part 1.2 *Supplementary Conditions*;
- BCDC 2 - 2024, Part 1.1 00 73 16 Insurance Requirements; 00 73 63 Contract Security Requirements;

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 (2) *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.

Add new:

PART 15 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

GC 15.1 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 15.1.1 All documents submitted to the *Owner* will be in the custody or control of, or become the property of the *Owner* and as such are subject to the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c165.

Project Name
Project Location
Owner's Name

Date
Section Name
Section



PART 1.3 PROJECT SPECIFIC AMENDMENTS

The *Bid Documents* do not include Project Specific Amendments

The *Bid Documents* include 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 2-2024 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**

For reference only