**FORM OF TENDER**

**FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT - TO BE USED ONLY WITH THE GENERAL CONDITIONS**

**AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.**

|  |  |  |
| --- | --- | --- |
| *Owner:* |  | City of Surrey |
|  |  | **(NAME OF OWNER)**  |
| *Contract:* |  | **Newton Athletic Park Tennis Court Lighting - Upgrade** |
|  |  | **(TITLE OF CONTRACT)** |
| Reference No. |  | 1220-020-2023-005 |
|  |  | **(OWNER’S CONTRACT REFERENCE No.)** |
| **To *Owner***: |  |  |
| **WE, THE UNDERSIGNED:** | 1.1 | have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers, the specified edition of the “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings” and the following Addenda:(Addenda, If Any) |
|  | 1.2 | have full knowledge of the *Place of the Work*, and the *Work* required; and |
|  | 1.3 | have complied with the Instructions to Tenderers; and |
| **ACCORDINGLY WE HEREBY OFFER** | 2.1 | to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and |
|  | 2.2 | to achieve *Substantial Performance of the Work* on or before **March 24, 2024** and **(Work Duration)** |
|  | 2.3 | to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Appendix 1, the “*Schedule of Quantities and Prices*”, plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the “*Tender Price*” as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes GST.  |
| **WE CONFIRM:**  | 3.1 | that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.  |
| **WE CONFIRM:** | 4.1 | that the following appendices are attached to and form a part of this tender:  |
|  |  | * + 1. the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II;
		2. the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II; and
		3. the Agreement to Bond – Performance, and Labour and Materials Payment filled and signed.
 |
| **WE AGREE:** | 5.1 | that this tender will be irrevocable and open for acceptance by the *Owner* for a period of 60 calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another *Tenderer* is accepted by the *Owner*. If within this period the *Owner* delivers a written notice (“*Notice of Award*”) by which the *Owner* accepts our tender we will:  |
|  |  | * + 1. within 10 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:
 |
|  |  | 1. a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, covering the performance of the *Work* including the *Contractor’s* obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;
2. a *Baseline Construction Schedule*, as provided by GC 4.6.1;
3. a “clearance letter” indicating that the *Tenderer* is in Worksafe BC compliance; and
4. a copy of the insurance policies as specified in SGC 24 indicating that all such insurance coverage is in place and;
 |
|  |  | * + 1. within 5 *Days* of receipt of written “*Notice to Proceed*”, or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and
 |
|  |  | * + 1. sign the *Contract Documents* as required by GC 2.1.2.
 |

|  |  |  |
| --- | --- | --- |
| **WE AGREE:** | 6.1 | that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or6.1.2 fail or refuse to commence the Work as required by the Notice to Proceed,then such failure or refusal will be deemed to be a refusal by us to enter into the *Contract* and the *Owner* may, on written notice to us, award the *Contract* to another party. We further agree that, as full compensation on account of damages suffered by the *Owner* because of such failure or refusal, the *Bid Security* shall be forfeited to the *Owner*, in an amount equal to the lesser of:6.1.3 the face value of the *Bid Security*; and6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*. |
|  |  |  |
| **OUR ADDRESS is as follows:** |  |

|  |
| --- |
|  |
|  |
|  |
|  |

Business Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Business Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

This Tender is executed this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2023.

*CONTRACTOR:*

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

## APPENDIX 1

## SCHEDULE OF QUANTITIES AND PRICES

See paragraph 5.3.1 of the Instructions to Tenderers – Part II

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

**Contract No.: 1220-020-2023-005**

**Schedule of Quantities and Prices – Summary Sheet**

|  |  |
| --- | --- |
| **Title** | **Amount** |
| **Asphalt Paving for Hard Courts:** |  $ |
| **Hard Court Surfacing System:** |  $ |
| **Tennis Court Lighting Retrofit::** |  $ |
|  |  |
|  |  |
| **Tender Price:** |  $  |
| GST : |  $  |
| **Total Tender Price, including GST:** |  $  |

**Schedule of Quantities and Prices**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item No.** | **Section** | **Description** | **Unit** | **Est. Qty.** | **Unit Price** | **Amount** |
| **1.** | **General** |
| **1.1** | **N/A** | **Bonding and Insurance** | **Lump Sum** |  |  | $ |
| **1.2** | **N/A** | **Mobilization and Demobilization** | **Lump Sum** |  |  | $ |
| **1.3** | **N/A** | **Shop Drawings** | **Lump Sum** |  |  | $ |
| **2.0** | **32-12-16.1** | **Asphalt Paving for Hard Courts** |  |  |  | $ |
| **2.1** | **32-18-23** | **Hard Court Surfacing System** |  |  |  | $ |
| **3.0** |  | **Tennis Courts Lighting Retrofit** |  |  |  | $ |
|  | *Other (State):* |  |  |  |  |  |
|  |  |  |  |  |  |  |

**Sub Total: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## APPENDIX 2

## PRELIMINARY CONSTRUCTION SCHEDULE

Indicate Schedule with bar chart with major item descriptions and time. Tenderer to use a separate page for any additional schedule if required. Please indicate milestone dates including substantial performance.

|  |  |
| --- | --- |
| **ACTIVITY** | **Time from *Notice to Proceed* in *Days***  |
| (Insert the following milestone dates) | 5 | 10 | 15 | 20 | 25 | 30 | 35 | 40 | 45 | 50 |
| *Notice to Proceed* |  |  |  |  |  |  |  |  |  |  |
| Asphalt Paving For Hard Courts: |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
| Hard Court Surfacing System: |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
| Tennis Courts Lighting Retrofit: |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
| *Substantial Performance* |  |  |  |  |  |  |  |  |  |  |

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

## APPENDIX 3

## TENDERER’S EXPERIENCE IN SIMILAR WORK

**1. TENDERER’S EXPERIENCE IN SIMILAR WORK (REFERENCES)**

This document is intended to provide information on the capacity, competence, and relevant experience of the Tenderer. Tenderer’s should have a minimum of three (3) years experience on projects of similar in nature to this *Project*. Tenderer may supplement information with additional sheets if required.

*Note: Refer to DMD Supplemental Specifications – Lighting and Electrical, Section 26 56 01 (1.12 New) for additional information. Tenderer should supplement the information below to include these contractor qualifications.*

|  |  |  |  |
| --- | --- | --- | --- |
| ***Year Completed*** | ***Description of Contract*** | ***For Whom Work Performed*** | ***Value*** |
|  |  |  |  |

**APPENDIX 4**

**TENDERER’S SENIOR SUPERVISORY STAFF**

Tenderers should provide information on the background and experience of all key personnel proposed to undertake the Work (use the spaced provided and/or attach additional pages

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Appointment: Project Manager

Experience:

 Dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Responsibility: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Appointment: Site Superintendent

 Dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Responsibility: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Appointment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Responsibility: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Appointment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Responsibility: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX 5**

**SUBCONTRACTORS AND MATERIAL SUPPLIERS**

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

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

**1. Sub-Trade Section**

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

**2. Equipment Section**

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

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

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

**APPENDIX 6**

**SUBCONTRACTOR’S SENIOR SUPERVISORY STAFF EXPERIENCE**

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Appointment: Project Superintendent

 Dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Responsibility: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Appointment: Project Superintendent

 Dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Responsibility: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Appointment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Responsibility: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Appointment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Responsibility: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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