

TOWN OF OLIVER

6A RESERVOIR OVERFLOW REPLACEMENT

CONTRACT DOCUMENTS AND SPECIFICATIONS



TRUE Consulting
Date: Sept. 2017
Project No. 306-1711

TOWN OF OLIVER
6A RESERVOIR OVERFLOW REPLACEMENT

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LIST OF DRAWINGS:

306-1711-00
306-1711-01

**INVITATION TO TENDER
TOWN OF OLIVER**

6A RESERVOIR OVERFLOW REPLACEMENT

Sealed tenders clearly marked “**6A Reservoir Overflow Replacement**” will be received at the Town of Oliver Office, 6150 Main Street, PO Box 638, Oliver, BC V0H 1T0 up to 2:00 p.m. local time on Thursday, October 19, 2017. Tenders will be opened in public at the Town of Oliver Office at 2:00 p.m. on the tender closing date.

The project comprises the following:

- 1 – 1050 Manhole
- 24m of 150Ø DR17 HDPE
- 2 – tie-ins to existing

Tender Documents are available electronically on the Town of Oliver website. A Planholder Registration Form must be completed and emailed to TRUE Consulting in order to receive any addendums and/or additional information regarding this tender. It is the sole responsibility of the Proponent to ensure that the Registration Form has been received by TRUE Consulting.

The lowest or any tender will not necessarily be accepted.

Please contact Arvid Bensler at the Town of Oliver prior to visiting the project site.

Engineer

Steve Underwood, P. Eng.
250-828-0881

Owner Rep.

Arvid Bensler
250-490-7303

TOWN OF OLIVER
TENDER FORM
6A RESERVOIR OVERFLOW REPLACEMENT

Tender of: _____

To: TOWN OF OLIVER
6150 Main Street
PO Box 638
Oliver, BC
V0H 1T0

Bidders:

In response to the Invitation to Tender, the undersigned has carefully examined the site and the Contract Documents for the construction of:

TOWN OF OLIVER

as shown on drawings:

306-1711-00
306-1711-01

as prepared by TRUE Consulting.

We, the undersigned, will provide all necessary labour, equipment, materials, supervision and other items required to complete the works in accordance with the contract drawings at the herein stated tendered price. The undersigned agrees that the TOWN OF OLIVER will not be responsible for any errors or omissions on the part of the undersigned in preparing this tender.

The undersigned agrees that this tender constitutes a firm and irrevocable offer to the TOWN OF OLIVER and cannot be withdrawn for a period of thirty (30) calendar days after the tender closing date. We agree to begin work immediately upon receipt of "Notice of Tender Acceptance" and to proceed with the work in such a manner as to complete within forty (40) calendar days of the date of "Notice of Tender Acceptance".

The undersigned further acknowledges that time is of the essence associated with work of this contract. Should the undersigned fail to complete the work by the completion date specified herein, then the undersigned will compensate the TOWN OF OLIVER for liquidated damages as follows:

- (a) costs to the TOWN OF OLIVER of additional engineering supervision.
- (b) any other costs incurred by the TOWN OF OLIVER caused by the undersigned's failure to meet the specified completion date of the contract.

TENDER FORM**TOWN OF OLIVER****6A RESERVOIR OVERFLOW REPLACEMENT**

Supply all labour, equipment and materials necessary to undertake the project at the 6A Reservoir in accordance with these Contract Documents and Drawings. The scope of work includes but is not specifically limited to the following:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1.0	Remove and dispose of existing Boss 1000 Pipe on slope	LS		_____	_____
2.0	Supply and install 1050mm manhole assembly c/w base, barrels, lid, frame and cover	LS		_____	_____
3.0	Supply and install 200Ø PVC c/w tie to existing AC, PVC-AC coupling, terminal backwater valve, connection to manhole	LS		_____	_____
4.0	Supply and install 24m of 150Ø DR17 c/w fusing (electrofuse and refuse to fuse acceptable)	LS		_____	_____
5.0	Supply and install 2 - precast anchorblocks c/w pipe straps and Hilti Anchors	LS		_____	_____
6.0	Tie to existing 150Ø Boss 1000 c/w Boss tee and necessary couplers	LS		_____	_____
7.0	Restore areas disturbed by construction activities c/w seeding and graveling	LS		_____	_____
				Subtotal	_____
				GST Tax (5% of Subtotal)	_____
				TOTAL CONTRACT SUM	=====

Dated at: _____

This _____ day of _____, 2017.

(Name of Corporation, Partnership or Organization)

(Address)

(Telephone)

(Fax)

(Signature of Authorized Person)

Accepted by the TOWN OF OLIVER

(Date)

(Signature and Title)

(Signature and Title)

GENERAL CONDITIONS

GC-1 Payments

On completion of the work of the contract, a final inspection will be undertaken involving staff of TRUE and the TOWN OF OLIVER. The quantity of material stockpiled will be determined via a pre and post land survey at the designated stockpile area. This will be completed by TRUE. Concurrent with the inspection, the contractor shall present quantity claims for unit price items in the tender form. The expectation is that there will be agreement to quantities and final contract sum at the conclusion of the final inspection.

The TOWN OF OLIVER will make payment in the amount of 100% of the final contract sum within twenty-one (21) days of the final inspection on the condition that:

- any deficiencies identified at the final inspection have been resolved
- contractor provides a written statement agreeing to the final contract sum and confirming that there are no outstanding claims

GC-2 Oral Agreements

No oral instruction, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by agreed waiver or modification thereof in writing.

GC-3 Contractor's Comprehensive General Liability Insurance

The Contractor shall protect himself and indemnify and save the TOWN OF OLIVER harmless from any and all claims which may arise from the Contractor's operations under the contract where bodily injury, death or property damage is caused and for his purpose shall, without restricting the generality of the foregoing, provide and maintain insurance acceptable to the TOWN OF OLIVER, either by way of a separate policy or by an endorsement to his existing policy, and subject to limits of not less than \$2,000,000 (Two Million Dollars) inclusive per occurrence for bodily injury, death and damage to property including loss or use thereof.

GC-4 Automobile Liability Insurance

The Contractor shall provide and maintain liability insurance in respect of owned, licensed vehicles subject to limits of not less than \$2,000,000 (Two Million Dollars) inclusive.

GC-5 Indemnity

The Contractor shall indemnify and save harmless the TOWN OF OLIVER from and against all losses and claim, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recovered against the same and/or the TOWN OF OLIVER, by reason of any act or omission of the said Contractor, his agents, or his employees, in the execution of the work or in the guarding of it.

GC-6 Workers' Compensation

For the purpose of the work of this contract, the Contractor shall be deemed the "Prime Contractor" for the work site under the Regulations of the Workers' Compensation Act and Occupational Health and Safety Regulation and must fulfil all of the obligations required of a Prime Contractor.

The Contractor shall be responsible for safety management for all persons who are present within the work site including but not limited to the Contractor's workers, Subcontractor's workers, the TOWN OF OLIVER or Engineer or any other inspector or agent appointed by either of them and other Contractor's workers and anyone else.

GC-7 Inspection of the Work

The TOWN OF OLIVER and/or its appointed representative will have the right of access to the works for purposes of inspecting the Contractor's work to determine compliance with these Contract Documents.

GC-8 Claims for Extra Work

If the Contractor claims that any instruction by drawings or otherwise involve extra cost under this Contract, he shall give notice to the TOWN OF OLIVER in writing immediately. The Contractor shall then follow the TOWN OF OLIVER instructions regarding proceeding with the work in question. No Claim for Extra Work shall be valid unless so made.

GC-9 Business Licence

Tenders will be accepted from contractors having a business licence issued by the TOWN OF OLIVER for contracting consistent with the scope of this contract. Tenders will not be accepted from contractors not possessing a business licence issued by the TOWN OF OLIVER.