

BC Documents Committee Document

BCDC 2, 2013



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

- Instructions To Bidders
- Bid Form
- Standard Supplementary Conditions
(for use with CCDC2 2008)
- Project Specific Amendments
- Guidelines for Bid Documents (including
an Invitation To Bid)
- Checklist for Bid Documents
- Guidelines for Administering Bidding Irregularities

Publication: July 8, 2013

This document is made available for use on the express understanding that all the components that would make up a Front End Document (Part 1.1. Instructions To Bidders, Part 1.2. Bid Form and Part. 1.3 Supplementary Conditions) will be used together intact and unaltered, save and except the addition of information where indicated acceptable herein.

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Standard Documents and Guidelines for a Stipulated Price Bid – Document BCDC 2, 2013

Table of Contents

1.0	Standard Documents		
1.1	Instructions To Bidders	Pages	2 - 6
1.2	Bid Form	Pages	7 - 14
1.3	Supplementary Conditions	Pages	15 -19
1.4	Project Specific Amendments	Page	20
2.0	Guidelines and Checklist		
2.1	Guideline for Bid Documents	Pages	21 - 36
2.2	Check List for Bid Documents	Pages	37 - 38
2.3	Guideline for Administering Bidding Irregularities	Page	39

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PART 1.1- INSTRUCTIONS TO BIDDERS

CLAUSE 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 No.: []
 - .2 Project / Contract: []

1.2 Bid Documents

- (a) Advertisement - Invitation to Bid;
- (b) BCDC 2 - 2013, Part 1.1 Instructions to Bidders;
- (c) BCDC 2 - 2013, Part 1.2 Bid Form;
- (d) CCDC 2 - 2008, Articles of Agreement;
- (e) CCDC 2 - 2008, General Conditions;
- (f) BCDC 2 – 2013, Part 1.3 Supplementary Conditions;
- (g) BCDC 2 – 2013, Part 1.4 Project Specific Amendments, if any;
- (h) General Requirements;
- (i) Drawings and Specifications;
- (j) Addenda and Appendices, if any.

1.3 CONTRACT DOCUMENTS

- .1 Upon award of contract the Contract Documents consist only of (b) to (j) above.

CLAUSE 2 - PRE-BID INQUIRIES

- 2.1 Direct inquiries relating to Bid Documents, only to the Consultant/Owner at:
[]

CLAUSE 3 – PARTICULARS AFFECTING BID PRICE

3.1 MATERIALS

- .1 Establish the Bid Price based on the use of materials specified in Drawings and Specifications.
- .2 Proposed alternatives 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 alternatives will be incorporated in the Drawings and Specifications by issuance of an Addendum.



3.2 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*.

3.3 TAXES

- .1 The Bid Price includes all applicable taxes in force at the time of bidding and related to the progress of the *Work* except Value Added Tax (As defined by CCDC 2).
- .2 The successful bidder agrees to:
 - .1 Pay applicable taxes in force during and related to progress of the *Work*.

CLAUSE 4 - COMPLETION OF BID FORM

4.1 COMPLETION OF BID FORM

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 5 of the Instructions to Bidders, - EXECUTION OF THE BID.
2. If required, state the number of weeks within which the bidder will Substantially Perform the *Work*.
3. Initial erasures or corrections to entries on the Bid Form.
4. Indicate receipt of Addenda.
5. The Owner may reject the bid if the Bid Form has alterations, qualifications or omissions.

CLAUSE 5 – EXECUTION OF THE BID

5.1 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 shall sign in the presence of a witness who shall 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 shall sign and date the Form in the presence of a witness who shall also sign and date the Form.

CLAUSE 6 - DELIVERY OF THE BID

6.1 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*.

CLAUSE 7 – REVISION OF THE BID

7.1 REVISION OF THE BID

1. A Bid Form already delivered to the Owner may only be revised in the manner described in paragraph 7.2 of this Clause, and to qualify, the revision(s) shall be received by the Owner at the submission location stated in the Invitation to Bid prior to the time and date specified there for the closing of bids. Ensure revision(s) plainly refers to a particular bidder.
2. Revisions will be accepted by either: signed letter delivered to the address stated in the Invitation to Bid, or, faxed to the number designated in the Invitation to Bid.
3. Only the bidder's entries on the delivered Bid Form may be revised; the revision shall state only the amount by which a bid figure is to be increased or decreased (except itemized, alternative or unit prices as described in 7.4), or specific directions as to the exclusion or inclusion of particular words.
4. Where itemized, alternative, or unit prices are being revised, submit a new price that replaces the previously submitted price.
5. Ensure faxed revisions to the original bid are clearly legible. State monetary revisions to the bid amount numerically and in writing.
6. For faxed revisions, the clock used for the official bid closing time shall govern.
7. Bidders are warned that faxed revisions are submitted solely at their risk and will not be considered received until they have been received and printed at the designated fax number, and date and time of the revision has been recorded by hand by the Owner prior to bid closing. The Owner's hand written date and time or time stamp from the clock used for the official bid closing shall take precedence over facsimile machine generated time and date.

CLAUSE 8 - SECURITY REQUIREMENTS

8.1 BID BONDS

- .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 or other form approved by the Surety Association of Canada and issued by a Surety acceptable to the *Owner*.
- .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.



8.2 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*.

CLAUSE 9 - ACCEPTANCE OF THE BID

9.1 ACCEPTANCE OF THE BID

- .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 shall 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 irregularities in the Bid Form if, at the *Owner's* discretion, such irregularities are of a minor or technical nature and have not provided the bidder with a competitive advantage. Errors of a clerical or technical nature are not grounds for a bidder to revoke a bid. Bidding irregularities will be reviewed generally in accordance with 2.3 Guideline for Administering Bidding Irregularities of the British Columbia Documents Committee (BCDC) in effect at the time of bid closing.
- .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.

CLAUSE 10 – OWNER PROVIDED INSURANCE

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



CLAUSE 11 – CONTRACTOR PROVIDED INSURANCE

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

CLAUSE 12 – SUBCONTRACTOR BIDDING

- .1 Subcontractors listed below shall submit their bids through BidCentral Online Bidding for Subcontractors (BOBS) at the time and on the date stated in the Invitation to Bid.

- (a) BIDCENTRAL ONLINE BIDDING FOR SUBCONTRACTORS BIDS,
BONDED AS PER THE RULES

The current BidCentral Online Bidding for Subcontractors Rules of Procedure and amendments listed in paragraphs 12.2, .3 and .4 of this Clause shall apply to the following subcontractors:

[Note: Insert List]

Or state:

[As per Appendix A of the Bid Form]

- (b) BIDCENTRAL ONLINE BIDDING FOR SUBCONTRACTORS BIDS,
NOT BONDED

The current BidCentral Online Bidding for Subcontractors Rules of Procedure, except bonding, and amendments listed in paragraphs 12.2, .3 and .4 of this Clause shall apply to the following subcontractors:

[Note: Insert List]

Or state:

[As per Appendix A of the Bid Form]

- .2 Notwithstanding the requirements of Appendix A “STANDARD EXCLUSIONS” contained in the *BidCentral Online Bidding for Subcontractors Rules of Procedure*, ensure all Work described in Bid Documents is included in the Bid Price.
- .3 When a bid is over budget and the lowest compliant bidder has received a single bid through the BidCentral Online Bidding for Subcontractors (BOBS) the Owner has the right to negotiate with the lowest compliant bidder and the lowest compliant bidder, in turn, has the right to negotiate with the single BOBS bidder and the named Subcontractor(s). Should such negotiations not be successful, that portion of the Work may be re-bid by the lowest compliant bidder in cooperation with the Owner. The Owner has the right to apply other actions or remedies that may also be appropriate under the law.
- .4 Bidders receiving no bids through BidCentral Online Bidding for Subcontractors shall none the less list the name of a Subcontractor on the Bid Form in the place provided.
- .5 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.

CLAUSE 13 – 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.

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]



PART 1.2 STIPULATED PRICE BID FORM

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.** _____

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.

\$ _____
amount in figures

_____ in Canadian dollars, excluding Value Added Taxes.

We, the undersigned, declare that:

- (a) ☐ We agree to attain Substantial Performance of the Work 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 shall be the date the letter of award is sent to the bidder.
- ☐ We agree to attain Substantial Performance of the Work 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 shall be the date the letter of award is sent to the bidder.
- ☐ We agree to attain Substantial Performance or the work 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 1.4 Project Specific Amendments. The date of contract award shall be the date the letter of award is sent to the bidder.

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]



- (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:

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____

Project Name
Project Location
Owners Name

Date
Section Name
Section



Appendix 'A' – LIST OF SUBCONTRACTORS

Project/Contract: _____

Project/Contract No.: _____

From (Bidder): _____
company name

We, the above named bidder, propose to use for the above named project/contract
Subcontractors named below:

Item of Work

Name of Subcontractor

BidCentral Bidding for Subcontractors Bidders

[]

Subcontractors and Suppliers Not Bid Through BidCentral Bidding for Subcontractors

[]

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]



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.

<u>Description of Alternative</u>	<u>Effect on Bid Price</u>	
	<u>Add</u>	<u>Deduct</u>
Alternate Price No. 1		
[]		
	\$ _____	\$ _____
Time (in Days)	_____	_____
Alternate Price No. 2		
[]		
	\$ _____	\$ _____
Time (in Days)	_____	_____

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]



Appendix 'D' – 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.
These prices do **NOT** include Value Added Taxes.

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

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]



Appendix 'E' – 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>
[_____]	[_____]

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]



Appendix F - FAXED BID AMENDMENT

(To be used where required)

TO (OWNER): []

FAX NUMBER: [] DATE: []

PROJECT: []

WE HEREBY AMEND OUR BID PRICE AS FOLLOWS:

	TO PREVIOUSLY SUBMITTED BID PRICE ADD	FROM PREVIOUSLY SUBMITTED BID PRICE SUBTRACT
AMENDMENT TO BID PRICE (in figures)	\$ []	\$ []

AMENDMENT TO BID PRICE (in writing)	ADD / SUBTRACT	\$ []
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AMENDMENT TO TIME: We agree to attain Substantial Performance within [] weeks.

Amend our Required Alternative, Itemized or Unit Prices to read as follows:

Note: These prices are completely new prices as per Clause 7.4 of the Instructions To Bidders. These changes in price or in time are not a subtraction from or addition to already submitted Alternative, Itemized or Unit Prices.

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

	(Add to Bid Price)	(Subtract from Bid Price)
[]	\$ []	\$ []

The amended change in time is: Add [] days; Subtract [] days.

[]	\$ []	\$ []
-----	--------	--------

The amended change in time is: Add [] days; Subtract [] days.

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

NAME OF BIDDER: []

ADDRESS: [] TELEPHONE: []

[] FAX: []

AUTHORIZED SIGNING OFFICER:

Name and Title: [] (Signature)



PART 1.3 SUPPLEMENTARY CONDITIONS

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:
- 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 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- Delete:
- 3.2.2.2 Delete this clause in its entirety.
- Add:
- 3.2.3.4 as it applies to the applicable health and construction safety legislation at the *Place of the Work* the *Contractor* shall assume overall responsibility and be designated as the "Prime Contractor."

GC 3.6 SUPERVISION

- 3.6.1 Add after the last sentence:
"The appointed *Contractor* representative shall not be changed except for valid reason. 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 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.4 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

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

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

Add:

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

Add:

5.2.9 The *Contractor* shall with each and every application for payment subsequent to the first, submit a current CCDC 9A Statutory Declaration of Progress Payment Distribution by Contractor, which shall be completed and sworn before a Notary Public or a Commissioner for Oaths for the Province of British Columbia.

GC 5.3 PROGRESS PAYMENT

5.3.1.2 Add,

"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,"

5.3.1.3 Delete in its entirety and replace with,

"The *Owner* shall make payment to the *Contractor*, on account, in the amount certified by the *Consultant* as provided in Article A-5 of the Agreement – PAYMENT, on or before the later of:

- twenty calendar days after receipt by the *Consultant* of the application for payment, or
- twenty-eight calendar days after the last day of the payment period for which the *Contractor's* application for payment is made."

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

Add:

5.4.4 Subject to the requirements of the Builders Lien Act relative to the date of issuance by the *Consultant* of the certificate of completion pursuant to paragraph 5.4.2:

- .1 The *Consultant* shall issue to the *Owner* and copy to the *Contractor* a certificate of payment for an amount equal to the *Contract Price* less:
 - .1 twice the value of any deficiencies shown on the comprehensive list of items to be completed or corrected as in GC 5.4.1, as determined by the *Consultant*;
 - .2 the value of incomplete work as determined by the *Consultant*; and
 - .3 the amounts of all previous certificates of payment.

[Project Name] [Project Location] [Owners Name]	[Date] [Section Name] [Section]	
---	---------------------------------------	---

- .2 The *Owner* shall make payment to the *Contractor* in accordance with the provisions of GC 5.3.1.3.

Add:

- 5.4.5 The *Owner* reserves the right to take possession of and use completed or partially completed portion of the *Work*, in addition to occupancy conditions included in the Contract, providing:
- .1 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
 - .2 the *Owner's* possession and use do not interfere with the *Contractor's Work*; and
 - .3 the *Consultant* conducts a review prior to possession by the *Owner*; and
 - .4 any extra costs are borne by the *Owner*, subject to the provisions of GC 6.5 Delays.

Add:

- 5.4.6 An application for *Substantial Performance of the Work* shall be deemed complete only if submitted with required supporting documentation, including those requirements in GC 5.2.8, as determined by the *Consultant*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

Add:

- 5.5.1.3 When applying for release of holdback, the *Contractor* shall submit a current CCDC 9B Statutory Declaration of Progress Payment Distribution by *Subcontractor* from each of the *Subcontractors* and a Worker's Compensation Board Letter of Good Standing.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

Add:

- 5.6.4 An application for progressive release of holdback will not be considered complete until all related documentation required for the *Consultant's* review is received, including those requirements in GC 5.2.8.

GC 5.7 FINAL PAYMENT

- 5.7.4 Delete'
"no later than 5 calendar days after the issuance of a final certificate for payment,"

Add:

- 5.7.5 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.

PART 6 CHANGES IN THE WORK

GC 6.2 CHANGE ORDER

Add:

- 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 6.5 DELAYS

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

Add:

6.5.6 The party making the claim shall submit to the Consultant, within 10 Working Days, a detailed account 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:

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*.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 Add "in no case more than 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".

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]



PART 10 GOVERNING REGULATIONS

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

Add:

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:

10.4.3 The *Contractor* is formally designated as the "Prime Contractor."

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.2 CONTRACT SECURITY

Add:

11.2.3 The *Contractor* shall give the *Owner Notice in Writing* of any material change in the surety within 15 days of occurrence.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.3 WARRANTY

12.3.4 Add, "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:

12.3.7 Where a material, product or installation 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.

[Project Name]
[Project Location]
[Owners Name]

[Date]
[Section Name]
[Section]

PART 1.4 PROJECT SPECIFIC AMENDMENTS

The Articles of Agreement Between Owner and Contractor, the General Conditions of the Stipulated Price Contract **CCDC2 – 2008**, the Instructions To Bidders and Supplementary Conditions together with the following alterations and additions shall apply in their entirety to the Contract.

For Information Required to be included by
Risk Management\ , Province of British Columbia
for Provincial Agencies refer to:
<http://www.fin.gov.bc.ca/pt/rmb/construction.shtml>

PART 2.1 GUIDELINE

Conditions of Use: This document is made available for use on the express understanding that all the components that would make up a front end document (Part 1.1. Instructions To Bidders, Part 1.2. Bid Form and Part. 1.3 Supplementary Conditions) will be used together intact and unaltered, save and except the addition of information where indicated acceptable herein. Guidelines provided are to be read in conjunction with CCDC 20, A Guide to the Use of CCDC 2, 2008 Stipulated Price Contract.

Guideline 1. Invitation To Bid:

1. This document is designed to inform potential bidders of the intent to deliver a project, and to receive formal bids for that purpose. The following items are those that may be appropriate for an Invitation To Bid;

1. Project Number/Contract Number
2. Project Name
3. Location of Project
4. Description of the Project
5. Approximate Value of the Project
6. Locations where bid documents may be viewed

EXAMPLE:

The Bid Documents may be viewed at the following locations:

Construction Association of Victoria, Victoria, BC

Vancouver Regional Construction Association, Vancouver, BC

7. Location where the Bid Documents may be obtained or accessed through an Internet location.
8. The date(s) when Bid Documents may be obtained.
9. The amount of any on-line fees that bidders must pay to access drawings or the dollar value of the drawing deposit if applicable.
10. The conditions for obtaining bid documents (including the dollar value of the drawing deposit if applicable).
11. Contractor qualification requirements (where applicable).
12. The date, time and location of any pre-bid meetings or site tours/visits (including instruction as to whether attendance is mandatory and for whom). [Refer to Part 5. Guideline 9 Site Visit Guidelines]
13. Bid Security requirements to be submitted with the bid.
14. The time period for which the bid is to remain acceptable.
15. Contact name and telephone number for general enquiries including the name of the Consultant or other party as applicable.
16. The location to which bids are to be submitted.
17. The closing date and time for submitting bids.
18. The time and place of the opening of bids for public openings and facsimile number for bid revisions as applicable.
19. The form of contract that is to be used.
20. The requirement for Subcontractors closing through the BCCA's *BidCentral Online Bidding for Subcontractors* (if applicable):
BidCentral Online Bidding for Subcontractors shall be used for the receipt of selected subtrade bids as listed in the Instructions to Bidders.

21. The time and date and website address for the BCCA Electronic Bidding System:

EXAMPLE

BidCentral Online Bidding for Subcontractors shall be used for the subcontractors as specified in the Instructions to Bidders. Subcontractor bids shall be submitted through the BidCentral Online Bidding for Subcontractors no later than 3:00 pm, (insert date 2 days prior to GC closing). To access Bid Central Online Bidding for Subcontractors refer to online information at <http://www.bidcentral.org/page/bobs>

Where applicable state "This procurement is subject to the relevant sections of any (list name of Trade Agreement)"

2. Refer to Guideline 9. Site Visits for guidelines on managing site visits.

Guideline 2. Instructions To Bidders (Part 1.1):

1. These include instructions and requirements that will affect all bidders equally during the bidding period. The following items on the Standard Format require that the Owner fill in the information prior to completion of the bid documents;
 - Project Header Information - in order to promote the use of the latest MasterFormat numbering this Guideline recommends the following Section numbers be used:
 - o Section 00 11 16, Invitation to Bid
 - o Section 00 21 13, Instructions to Bidders (BCDC2-2008 Part 1.1)
 - o Section 00 41 13, Bid Form - Stipulated Sum (BCDC2-2008 Part 1.2)
 - o Section 00 52 13, Agreement Form - Stipulated Sum (This page represents the Agreement Form in CCDC-2, 2008 edition).
 - o Section 00 71 00, Contracting Definitions (This page represents the Definitions in CCDC-2, 2008 Edition)
 - o Section 00 72 13, General Conditions - Stipulated Sum (This page represents the General Conditions in CCDC-2 2008)
 - o Section 00 73 00, Supplementary Conditions (BCDC2-2008 Part 1.3 - Supplementary Conditions to CCDC2-2008)
 - Project and Contract Numbers if applicable.
 - Description of the project.
 - Clause 2 – identify who bidders are to contact.
 - Clause 3.1.2 - identify the time period for which equal alternates to materials specified will be considered. Note: it is very important to ensure that all participants in the bidding process are provided with equal information and opportunity; therefore, approved equal alternates must be identified by the issuance of an addendum.
 - Clause 12 Subcontractor Bidding – identify what Sections and Divisions of work are closing through BCCA's BidCentral Online Bidding for Subcontractors (BOBS). It is a recommendation of BCCA that on all publicly funded projects this is where the value of the related trade is \$50,000 or more (related trades are as identified in Rule 1.G. of the BOBS Rules of Procedure). Assistance for the specification of BOBS is available by contacting the Provincial EBS Administrator at 1-800-699-9011.
2. Clause 6 – 6.1.1 Where a pre-addressed envelope is provided by the Owner is should be identified in Part 1.4 Project Specific Amendments.
3. Clause 7 – The Owner is not liable for damages related to malfunction of equipment or any other cause associated with an attempted facsimile revision.

4. Clause 8 – Refer also to CCDC 22 A Guide to Construction Surety Bonds, CCDC 220 Bid Bond, CCDC 221 Performance Bond and CCDC 222 Labour & Material Performance Bond. If Consent of Surety is required it should be identified in Part 1.4 Project Specific Amendments.
5. Clause 9 – Acceptance of Bids, 9.4 & 9.5; Owners may want to seek legal counsel when considering the discretion they may have under these clauses. Refer to Guideline 5 in this section for information on over budget negotiation considerations.
6. Clause 9 – Releasing bid information; at the public bid opening the amounts of all base bids must be released (except for the single bid). Information that should be released at the bid opening, but must be released no later than forty-eight (48) hours after bid opening, is the List of Subcontractors on Appendix A of the Bid Form and list of Alternative Prices on Appendix B of the Bid Form. Other information is released as permitted under the Freedom of Information and Privacy Act.
7. Clause 12 – the name for the BCCA Electronic Bidding System has been changed to more closely identify that the online system was for subcontractor bidding.

Guideline 3. Bid Form and Bid Form Supplements (Part 1.2)

1. Bid Form

- i) Square brackets in the model forms indicate text to be inserted or options to be selected by the Owner. Bidders should not simply be requested to submit their bids on the "standard Bid Form" (by reference) Bid Forms should be included with the documents. As indicated by the model Bid Forms, the bid price(s) should be stated only once, in writing and in figures, and excluding value added taxes (contractually, value added taxes will still be payable where applicable). This will avoid unnecessary complexity in the Bid Form and reduce the possibility of errors.
- ii) Where errors occur in the amount of the bid on the Bid Form or in faxed bid amendments, the written amount should take precedence over the amount in figures.
- iii) If the Owner intends to use the Contractor's schedule submitted under (a) on the Bid Form in evaluation of the bids, then a completion date for the project should be identified. The Owner should identify which of the three options they wish to use and check the box for the relevant option. For the last option the Owner is required to identify the number of weeks.

2. Bid Form Supplements - Generally

Bid Form supplements are those documents that are required to be submitted as part of the bid submission in addition to the Bid Form itself. Common types of Bid Form supplements are documents necessary to confirm compliance with specified qualifications criteria or bidding conditions (e.g. bid security, proof of safety certification), a list of subcontractors, and additional pricing information (e.g. alternative prices and itemized prices). This guide includes model forms for some of the most commonly requested Bid Form supplements (Bid Form Appendices 'A' through 'F'). A more detailed discussion of each is provided below. Note that the model Bid Form supplements are, like the model Bid Forms, intended to be used by an Owner to create its own, project specific, Bid Form supplements for a particular bid call. These project specific forms are then provided to bidders to be completed and submitted. Bidders should not be requested to submit Bid Form supplements simply by reference (Bid Form supplements should be included in the bid documents). Bid Form

supplements not used should be identified as not applicable. Where new items are added by addendum a new supplement form should be issued.

3. Bid Form Supplements – List of Subcontractors

Bidders may be requested to identify the names of the major, or critical, subcontractors (and subsubcontractors and suppliers) they propose to use. This is mandatory when BidCentral Online Bidding for Subcontractors is used for subcontractors. Also, if the Owner has prequalified or nominated certain subcontractors, the List verifies that the bidder will use those subcontractors.

A model form for a List of Subcontractors is provided as Bid Form Appendix 'A' to this guide, for use when such a list is desired by the Owner. The items of work for which subcontractors are to be identified should be specified by the Owner in the left hand column of the form.

Only major items of work, whose dollar value is significant in relation to the overall bid price, or which are otherwise critical, should be requested. If alternative prices are also going to be requested, the possible need to identify additional, or different, items of work that may have different subcontractors than the base bid items of work, should not be overlooked.

When required to do so, bidders not listing a subcontractor or listing 'Own Forces' when they do not have this capability, will be subject to disqualification. Own Forces is defined as the employees of the party as defined in the Employment Standards Act using equipment and property owned by the party.

4. Bid Form Supplements - Alternative Prices

For additional information regarding Alternative Prices refer to CCDC23

An 'alternative' is defined as *anything* (e.g. a product, an installation, a design, a requirement, a scope of work, etc.) that is separately priced by bidders so as to provide options to the Owner in determining what the work of the contract will actually be. An 'alternative price' is defined as the amount stipulated by the bidder for an alternative and can be stated as an addition, a deduction, or no change to the bid price. The 'bid price' is defined as the amount stated in the Bid Form, without taking into account any alternatives.

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

A model Bid Form supplement intended to facilitate the most common variation of alternative prices described above is included as Bid Form Appendix 'B' to this guide. The model form assumes that the alternatives will be identified by the Owner and that the form will be completed and submitted by all bidders as part of their bid. The description of each alternative is at the Owner's discretion and determines whether the alternative will require an addition or deduction (or no change) to the bid price or time. Each alternative should be clearly and comprehensively described and specified in the Bid Documents in sufficient detail to permit it to be accurately priced.

5. Bid Form Supplements - Itemized Prices

Itemized prices should be submitted within forty-eight [48] hours of bid closing, upon request. An 'itemized price' is the bidder's price for a specific item of work included in a stipulated price (or bid price) and is provided for information purposes only. It is not intended

to be used to adjust the scope of the work of the contract or the stipulated price. (If it is intended to be used for this purpose it is an 'alternative price'.) One common reason for requesting a list of itemized prices (or a cost breakdown) is to aid the Owner in its analysis of the stipulated bid prices in comparison to a pre-bid estimate.

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

Requiring bidders to submit itemized prices with their bid submissions should generally be avoided, particularly if the list is extensive. It complicates the bidding process and bidders may have difficulty providing accurate itemized prices in the short time period available just prior to bid closing, when trade prices are being received. However, if itemized prices are considered essential, the following options for receiving itemized prices are recommended, in the following order of preference:

1. Require the lowest compliant bidder, only, to submit itemized prices within a specified reasonable time after bid closing and prior to contract award.
2. Require the contractor to submit itemized prices after contract award.
3. Require the two (or three) apparent lowest bidders only, to submit itemized prices within a specified time after bid closing and prior to contract award.
4. Require all bidders to provide itemized prices in the second stage of a two-stage bid closing.

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

8. Bid Form Supplements - Unit Prices

When a unit price is requested in a Bid Form supplement to a stipulated price bid (i.e. when CCDC 2 - Stipulated Price Contract is used), there is still a price for something on a 'per unit' basis. With this method of obtaining unit prices there can be significant differences from how a unit price is obtained under a unit price contract. Unit prices under a stipulated price contract are typically requested for work that is anticipated to be required under the stipulated price contract, but the actual quantity of that work is very uncertain at the time of bidding. In a unit price contract an estimate of the quantities is typically provided to the bidders, and the low bidder is determined through an extension of the unit price and those quantities.

There are two basic approaches that can be taken in applying the unit price concept in the context of a stipulated price contract. The first one is where there are no estimated quantities for this unit price work. Hence a certain scope of work can be defined for a unit price that can be requested, which will be used to value an *addition* to the stipulated price work. Provided the contractor has been requested to provide a deduct unit price for work that is determined to not be required, unit prices may also be used to have a deduction from the bid price. This document includes in the Bid Form an Appendix D for Unit Prices, which can be used for this

approach. The model form assumes that the Owner will identify in this form each item of work for which a unit price is required.

Under the second approach, a unit of work is specified *with* an estimated quantity, the price of which (based on the estimated quantity) is specified to be *included* in the stipulated (or base bid) price. Or in a variation of this second approach, the contract has two components: a stipulated price component and a unit price component. Since the second approach is less common the special CCDC Model Bid Form for Stipulated Price Contract with Unit Prices is not included in this guide. It is available with CCDC23 and is intended to facilitate this approach.

7. Bid Form Supplements - List of Cash Allowances

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

8. Bid Form Supplements – Faxed Bid Amendment Form

When faxed bid amendments are being used this form assists with ensuring Contractors are conforming to the requirements of the Clause 7 of the Instructions To Bidders. Contractors may use attachments to supplement this document but should identify the supplementary pages in the space provided at the bottom for 'Other amendments'. A model Bid Form supplement for submitting a faxed bid amendment is provided in Bid Form Appendix 'F' to this guide. The model form assumes the name of the owner, owner's fax number and name of project will be filled in by the Owner.

Guideline 4. Supplementary Conditions (Part 1.3)

1. Supplementary Conditions amending those already endorsed are discouraged. Suggestions for changes to the endorsed Supplementary Conditions should be addressed to the BC Documents Committee as indicated herein.
2. Supplementary GC 6.2.3.2 - The markups on Subcontractors work shall be applied to each change or set of related changes that form part of a contemplated change order or change notice.
3. Any project specific amendments an Owner wishes to make to Supplementary Conditions should be listed under Section 1.4 Project Specific Amendments. Refer to the following Guideline 1.5.

Guideline 5. Project Specific Amendments (Part 1.4)

1. This page is to be used for any amendments being made to this Standard Document or additional supplementary conditions (such as insurance) that may be necessary to accommodate project specific requirements.

2. Instructions to Bidders, Clause 9.2 – should the Alternative prices be considered in the evaluation of the bids this clause should be amended accordingly, not deleted.
3. Instructions to Bidders, Clause 8.7 – if the Owner is concerned about over budget submissions and wishes to be able to undertake over-bid negotiations, the parameters in the form of a percentage that they would consider negotiating should be defined in Part 1.4 Project Specific Amendments. If the lowest compliant bid exceed the Owner's budget, and the Owner is unwilling or unable to award a contract at the bid price but is unwilling to abandon the project, the following guidelines are recommended:
 - Where the amount by which the bid price must be reduced is *less than* 15% of the lowest compliant bid, the *first* step should be to negotiate with the lowest compliant bidder (only) to identify changes in the scope or quality of the work and their corresponding bid price reduction. Where the Owner and lowest compliant bidder agree on acceptable changes and a corresponding bid price reduction the changes should be documented as a post-bid addendum and the contract, based on the negotiated reduced price, should be awarded to the lowest compliant bidder. However where acceptable changes and a corresponding bid price reduction *cannot* be successfully negotiated with the lowest compliant bidder, the *second* step should be to invite the three lowest compliant bidders (only) to re-bid on modified Bid Documents under a new bid call. Negotiations should be limited exclusively to the lowest compliant bidder.
 - Where the amount by which the bid price must be reduced exceeds 15% of the lowest compliant bid, the bid-calling authority may immediately undertake either of the preceding steps, at its discretion. That is, the Owner may negotiate with the lowest compliant bidder first or re-bid on modified Bid Documents without any attempt to negotiate.
4. PART 11 INSURANCE – BONDS

Supplementary conditions for insurance may be required by the funding agency and should be appropriate to the type and size of project.

For information required to be included by Risk Management, Province of British Columbia for Provincial Agencies refer to: www.fin.gov.bc.ca/pt/rmb/construction.shtml
5. PART 12 INDEMNIFICATION – WAIVER - WARRANTY

Supplementary Conditions for Indemnification may be required by the funding agency and should be appropriate to the type and size of project.

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

Guideline 6. Specification Division 1 – General Requirements

During the review of this document the BC Documents Committee reviewed a number of items that were deemed appropriate for inclusion in project documents, however, more appropriate to Division 1 – General Requirements rather than Supplementary Conditions. Following are some guidelines for inclusion of these into Division 1, which when applicable should be added into the Specification not by making reference to this Guideline:

1. REFERENCED STANDARDS

All referenced standards shall mean the latest edition of such standards including any amendments thereto in force on the day of receipt of tenders. Should reference standards and specifications conflict with each other, the more stringent shall govern.

2. COURSE OF CONSTRUCTION INSPECTIONS (Applies only to Education Projects)

The Contractor shall accommodate and cooperate with inspectors undertaking the following four phase course of construction inspections required for projects covered by the Schools and University, College and Institute Protection Program.

Upon award of the Contract, the Contractor shall arrange the inspection dates with the inspector at the Insurance Advisory Organization, Telephone: (604) 681-3113; Fax: (604) 683-6986. Provide the Owner and Consultant with a schedule of inspections.

The scope of the inspection service is as follows:

Phase I

A comprehensive review of the property during the initial site preparation. Areas to be reviewed will be: security, fencing, lighting, loading and unloading of supplies, trenching, material storage, and safety requirements pertaining to the renovation / construction, underpinning and how it affects the existing facility (if any).

Phase II

A comprehensive review of the property after site preparation and during the initial construction phase. Areas reviewed would include security, fencing, lighting, material storage and handling, project safety such as storage of dangerous materials, review of safety pertaining to the existing facility (if any).

Phase III

A comprehensive review of the property during the final stages of construction prior to completion. This is a the most hazardous stage of construction. Features previously reviewed together with emphasis on hazardous operations such as painting, flammable liquid storage and operations using torches or soldering devices, exposed Styrofoam insulation, accumulations of combustible wastes within the building and storage of waste materials exterior to the building.

Phase IV

Prior to the project reaching substantial completion, review of the property with emphasis on major life safety features of the facility will need to be done. Sprinkler systems will be evaluated to ensure the system has been installed as per the drawings and that any deviations from the drawings have been noted. All alarm systems including fire and burglar detection and alarm systems will be reviewed for compliance with code requirements and the facility will be reviewed for common liability.

3. LAYOUT AND SURVEY

- i) Provide to the Consultant a survey certificate of the as-built foundation footprint and location, along with confirmation of finish floor elevations, prepared by a registered Land Surveyor prior to issuance of the certificate of Substantial Performance of the Work. Survey information shall be submitted in a form that satisfies municipal requirements for survey information, where it is a condition for obtaining an occupancy permit.
- ii) The Owner will establish the property lines as required. The Contractor shall be responsible for protection of markers or stakes so provided.

4. DOCUMENTS AT THE SITE

As well as the Documents listed in the General Conditions the Documents at the site shall also include:

- .1 Reviewed Shop Drawings
- .2 Contemplated Change Orders
- .3 Change Orders
- .4 Supplemental Instructions
- .5 Field Test Reports
- .6 Approved and Current Construction Schedule
- .7 Manufacturer's installation and application instructions
- .8 Approved colour schedule and colour board

5. USE OF THE WORK

The Contractor shall comply with the Owner's requirements in regard to protection and security of the Owner's property and operations during the work. Notify all parties involved in construction activities of the requirements and ensure enforcement. Confine all work activities to immediate areas, and within bounds determined by the owner. No fires, explosions or similar activities will be permitted without Owner's written authorization.

6. APPLICATIONS FOR PROGRESS PAYMENT

- i) Drafts of progress applications from the mechanical, electrical and structural Subcontractors are to be reviewed by the Consultant prior to formal submission by the Contractor. The draft application for payment shall be submitted to the Consultant not later than the 25th day of the month. If changes to the draft application for payment are required by the Consultant they shall fax revisions to the Contractor who shall re-submit a revised "clean" copy of the draft application for payment for approval.
- ii) The general conditions cost will be claimed monthly in a sum derived by dividing the total by the number of months of estimated construction period. The costs of initial establishment, i.e., bonds, permits, insurance, shacks, temporary services, may form an additional claim on the first application if properly substantiated.

7. FINAL CLEANING

Final cleaning shall be done by a professional cleaning company.

8 SUBSTANTIAL PERFORMANCE OF THE WORK

- i) Before the release of any deficiency holdback monies the Contractor must submit a statement to the Consultant that all known claims for a change in Contract Price have been presented.
- ii) In advance of the Contractor making application to the Consultant for Substantial Performance of the Work the following items shall be submitted (where applicable) to the Consultant:
 - .1 all required manufacturers' inspections, certifications, guarantees, warranties as specified in the Contract Documents;
 - .2 all maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials as specified in the Contract Documents;
 - .3 certification by all permit issuing authorities indicating acceptance of all permitted installations;
 - .4 certification by all testing, cleaning, or inspection authorities or associations as specified in the Contract Documents;
 - .5 Record drawings in the form specified in the Contract Documents;
 - .6 certification by Workers' Compensation Board that the Contractor and all Subcontractors are in good standing;
 - .7 statement indicating reconciliation of all Change Orders or claims to the Contract;
 - .8 occupancy permit from the local authority.

Guideline Reference:

The Builders Lien Act does not permit contractual conditions that place requirements on the Contractor that must be met prior to the Substantial Performance of the Work, other than those required by the Act. Therefore, should the requirements of 8. ii and iii not be adhered to, the Consultant (in consultation with the Owner) may assess a dollar value to the incomplete or deficient items, as outlined in the Contract, and include this value as part of the deficiency holdback Amount.

- iii) In advance of the Contractor making application to the Consultant for Substantial Performance of the Work the following conditions must also include:
 - .1 All finishes shall be clean. Crawl spaces (where applicable) shall be swept.
 - .2 All equipment shall be fully operational and where applicable, tested and demonstrated to the satisfaction of the Consultant.
 - .3 The project site shall be cleaned of construction debris.

Guideline 7. Interpretation of General Conditions

For a guideline to interpreting the General Conditions of CCDC2 refer to CCDC 20 A Guide To The Use of CCDC 2. As well, the following comments represent BC Documents Committee's interpretation of several general conditions in CCDC2, 2008 and the need for any related supplementary general conditions.

GC 1.1 CONTRACT DOCUMENTS

- ☐ In Article 1.1.1, the intent is understood to mean that where portions of the Work are not specifically described or detailed but are "properly inferable from the Contract Documents" as being typical or repetitive, these portions shall be constructed to the same degree of quality as the specifically described or detailed portions. A supplemental condition to this effect is therefore regarded as unnecessary.
- ☐ Contractually, the only contract that matters in CCDC 2 is that between the general contractor (the Contractor) and the Owner. It is implicit therefore that, regardless of the division of Contract Documents into different trade sections, the Contractor is responsible for all work required in the Contract, and neither the Consultant nor the Owner is responsible for establishing the limits of responsibility between the Contractor and Subcontractors.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- ☐ 2.3.2 is regarded as making sufficiently clear that the Contractor is responsible for the organization, notification and arrangements required to assure that inspections, tests and related approvals by authorities having jurisdiction occur in a timely manner.
- ☐ Where in 2.3.5, "the Contractor shall correct the Work and pay the cost of examination and correction," it is inferred that re-examination (including retesting), if necessary in the opinion of the Consultant, will also be at the Contractor's expense.
- ☐ It is unnecessary to add any supplementary general conditions requiring the Contractor to correct deficiencies discovered after Substantial Performance or occupancy because GC 12.3 Warranty, Article 12.3.3 clearly states that the Contractor shall correct deficiencies which appear "prior to and during" the specified warranty periods.

GC 3.1 CONTROL OF THE WORK

- ☐ Article 3.1.2 includes the Contractor being responsible for laying out their work including the correct location of any buildings and site improvements, and for all other field measurements related to performing the work.

GC 3.5 CONSTRUCTION SCHEDULE

- ☐ It is not regarded as necessary to add a supplementary general condition to the effect that all time limits in the Contract Documents are "of the essence," as this was not seen as having any specific consequence beyond what is already available under PART 7 DEFAULT NOTICE and what has been added as a supplementary to GC 6 Delays, in 6.5.7.

GC 3.6 SUPERVISION

- ☐ Supplementary general conditions aimed at ensuring the use of a competent supervisor are not recommended, partly because GC 3.9 LABOUR AND PRODUCTS Article 3.9.3 already requires that “The Contractor shall maintain good order and discipline among the Contractor’s employees engaged on the Work and shall not employ on the Work anyone not skilled in the tasks assigned.” It is strongly recommended that the proposed supervisor’s resume and experience be reviewed prior to and as a precondition to contract award.

GC 3.11 SHOP DRAWINGS

- ☐ GC 3.11 makes clear that shop drawings shall not take precedence over contract documents (Article 3.11.5) and that the Contractor is responsible for supplying dimensions that must be confirmed and coordinated at the job site (Article 3.11.3).

GC 4.1 CASH ALLOWANCES

- ☐ Supplementary Condition GC 4.1.2 states that ‘none of the work included in the drawings and specifications is intended to be paid for by the cash allowances.’ Therefore, documents that are being provided for information only that may relate to a cash allowances should be identified as for information only, otherwise there may be a question about whether the Work should be included or not. Example – a hardware schedule is provided that is not identified as ‘for information only’ yet there is a cash allowances for hardware. The question could be raised; is the hardware cash allowance covering the hardware listed in the schedule or some other hardware?

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- ☐ CCDC 12 – Project Financial Information provides a standard format for this information. In some situations it may be necessary only to provide a letter confirming that funding is adequate.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- ☐ Under the conditions of GC 5.2.7, Products or pre-manufactured work that is not at the Place of Work will not be eligible for payment.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- ☐ It is not regarded as necessary to add a supplementary general condition requiring the Contractor to pay all legal costs and damages related to a lien because GC 12.1 Indemnification Article 12.1.1 already states “the Contractor shall indemnify and hold harmless the Owner and the Consultant against claims, demands, losses, costs, damages, actions, suits or proceedings . . . by third parties that arise out of, or are attributable to, the Contractor’s performance of the Contract.” (Subject to certain conditions - CONFIRM APPLICABLE TO LIENS).
- ☐ A supplementary general condition is not required to enable the Owner to correct deficiencies the Contractor is late in completing. Where deficiencies remain after the agreed upon date for finishing the Work, the owner can use PART 7 DEFAULT NOTICE, to notify the Contractor of the default in the Contractor’s contractual obligations and, subject to certain conditions, failure to correct the default will allow

the owner to correct the default and deduct the cost from payment due to the Contractor, without prejudice to any other right (e.g. warranties) or remedy the Owner might have.

GC 5.5.3 HOLD BACK ACCOUNT

- ☐ Regarding the requirements for a separate holdback account and where the exemption is noted, Builders Lien Act Section 5, subsection (8) notes: “This section does not apply to (a) if it is an owner, the government, a government corporation as defined in the Financial Administration Act or any other public body designated by name or by class, by regulation or (b) a contract in respect of an improvement, if the aggregate value of work and material provided is less than \$100,000.”

GC 6.2 CHANGE ORDER

- ☐ 6.2.1 is regarded as making the following potential claims unacceptable:
 - .1 A claim for a change in Contract Price made after the issuance of a Change Order for the same scope of work.
 - .2 A claim for a change in Contract Time made after the issuance of a Change Order for the same scope of work.
- ☐ Where changes involve a credit the net cost difference should be as outlined in GC 6.3.6.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- ☐ 10.2.3 will apply to fees such as damage deposits, where required by a municipality. In some municipalities the damage deposit is customarily paid by the Owner in connection with paying the building permit fee and in others the deposit is customarily paid by the Contractor separate from the building permit fee.
- ☐ 10.4.3, Part 1.3 Supplementary Conditions, in relation to the Workers Compensation Act, assigns the responsibilities of “prime contractor” to the Contractor. Where the Owner has let two contracts on the same site, for the purposes of the Workers Compensation Act, the Contractor whose Contract was signed at the earlier date shall be designated by the Owner as the “Prime” Contractor until such time as that contractor is certified as Substantially Performed by the Consultant associated with that contract. Upon Substantial Performance of the first signed contract the Owner will notify the second contractor that it has become the “Prime” Contractor with regards to the Workers Compensation Act. At no time will the Owner be designated the “Prime” contractor.

Guideline 8. Specification Guidelines

1. Record Drawings

- i.) The terminology of ‘Record Drawings’ and ‘As Built Drawings’ should not be used synonymously. The requirement for either should be reviewed by the Consultant in consultation with the Owner to determine what is most appropriate for the circumstances in question.
- ii.) The Contractor is responsible for maintaining and completing “as built drawings” or “record drawings” throughout the course of construction. The cost of the transfer of the site records onto other permanent or reproducible formats such as CAD

drawings or sepias is the responsibility of the Owner. The cost of the transferring of the site records is often included as a cash allowance.

2. Cash Allowances

i.) Cash allowances are recommended where it is impossible to clearly define the scope of a particular item of work, or where it is difficult for bidders to accurately estimate the cost of a particular item of work. The Owner or Consultant establishes the amount of cash allowances. Cash allowances must be stated in the Contract Documents and are to be expended as the Owner directs through the Consultant. Overhead and profit connected to the cash allowances are included in the bid price, not in the cash allowances. The Contract Price includes all cash allowances. Examples of where it may be appropriate to use a cash allowance are:

- Telephone and cable service connection fees.
- Secondary telephone or cable service fees.
- Natural gas service connection fees.
- Water service connection fees.
- Sanitary and sewer service connection fees.
- Any other public utility fees.
- Transferring 'as built' or 'record drawings' into a reproducible format.
- Inspection of seismic component construction where required by a third party.

ii.) Cash Allowance for Seismic Inspections;

There must be no unreasonable allocation of seismic risk onto the Contractor. Where applicable, one of the following methods shall be used to ensure that seismic risk is allocated appropriately:

1. the Owner may pay for additional consultant services required to design seismic components;
2. a cash allowance may be included in the contract to pay for the design of seismic components; or
3. all seismic components shall be included in the tender documents and inspected by a third party hired by the Owner.

iii.) The difference between the cash allowance and cash allowance expenditure needs to be reconciled by change order.

iv.) A complete summary of all Cash Allowances included within the contract should be listed under Division 01 General Requirements/Cash Allowances.

3. Extended Warranties

The warranty period for the Work is one year from the date of the Substantial Performance of the Work. Extended warranties should be obtained only for manufacturers' warranties for products and for Work where warranties are provided through industry recognized extended warranty programs such as those provided by the Roofing Contractors' Association of BC, Millwork Manufacturers' Association and Master Painters' and Decorators' Association of BC.

An Owner who requires product warranties longer than one year should realistically evaluate future support for these warranties from the manufacturers. The Owner must be reasonable in requiring extended product warranties. CCDC 2 stipulates that extended product warranties, if required, be issued by the manufacturer directly to and for the

benefit of the Owner. The Contractor is responsible only for acquiring the warranties from the manufacturer on the Owner's behalf. Owners should not require extended maintenance or warranty bonds beyond the normal one-year period since they are not generally available.

Guideline 9. Site Visit Guidelines

The purpose of a site visit is to have bidders acquaint themselves with existing conditions. Notice of the site visit should be included in the Invitation to Bid and any notice of a change to a site visit date / time should be issued by addendum a minimum of 48 hours in advance. The bid documents should clearly indicate if any trade contractors should be represented at the site visit. The site visit should be scheduled at least 5 days in advance of the Bid Depository closing date, to allow issues generated by the site visit to be addressed by an addendum. An attendance form should be used to document which companies are represented at the site visit.

At the site visit, the owner's designate will provide the attendees access to the existing conditions. If the attendees have questions about the scope of work for the bid, the owner's designate may elect to either 1) formally record the questions and any answers provided; or 2) not take any questions during the site visit and advise bidders to raise their questions with the Consultant after the site visit, in the manner of other bid enquiries. In either case, the only response to issues raised as a result of a site visit that bidders may rely on, shall be in the form of a written addendum.

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

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

For additional guidelines relating to Site Visits refer to the BCCA Guide to Mandatory Site Visits (<http://www.bccasn.com/pdfs/standardspdf.html>).

Other References

CCDC Bulletins (Available on-line at www.ccdc.org/bulletins/bulletins):

2. CCDC Standard Construction Documents
6. New and Revised Documents
7. Use of Supplementary Conditions with CCDC Standard Contract Forms
14. Alternate Dispute Resolution (ADR) Processes
15. Consultant's Role in ADR Processes
17. Construction Warranties
18. Warranty vs. Guaranty
19. Bid Closing Time
20. Extending Contractors' Commercial General Liability Insurance Policies to Insure Owners and Consultants
21. Statutory Declarations: Purpose and Practical Application
22. The Privilege Clause
23. The Proper Use of CCDC Copyright Seals
24. Do Modern Insurance Specifications and Policies Sufficiently Address Today's Construction Contracts

CCDC Documents

CCDC 20 - A Guide to the Use of CCDC 2 - Stipulated Price Contract

CCDC 21 - A Guide to Construction Insurance

CCDC 22 - A Guide to Construction Surety Bonds

CCDC 23 - A Guide to Calling Bids and Awarding Contracts

CCDC 24 - A Guide to Model Forms and Support Documents

CCDC 40 - Rules for Mediation and Arbitration of Construction Disputes

CCDC 41 - CCDC Insurance Requirements

Public Construction Council of BC – Procedures and Guidelines Recommended For Use on Publicly-Funded Construction Projects.

Part 2.2 Standard Document – Checklist For Contract Documents

Invitation To Bid

- ☐ Check Standard Format in Guideline Part 2.1
- ☐ Subcontractors closing through BidCentral Online Bidding for Subcontractors, date and time (two working days before general contractors closing at 3:00 pm local time)

Part 1.1 Instructions To Bidders

- ☐ Clause 2 - list where enquiries are to be directed.
- ☐ Clause 3, 3.1.2 - insert the time frame for acceptance of 'approved equivalents'.
- ☐ Clause 12, 12.1 (a) – list Subcontractor bonded trades or refer to Bid Form
- ☐ Clause 12, 12.1 (b) – list Subcontractor not bonded trades or refer to Bid Form

Part 1.2 Stipulated Price Bid Form

- ☐ Insert Name of Project, Project Number
- ☐ Insert Name of Owner and Owner's Address
- ☐ Check applicable box on Bid Form item (a) and fill in number of weeks on where required to be completed by Owner.
- ☐ Fill in acceptance period on Bid Form item (c).
- ☐ Appendix 'A' – Insert Section/Divisions of work to close through BidCentral Online Bidding for Subcontractors and names of Subcontractors or suppliers not closing through BidCentral Online Bidding for Subcontractors
- ☐ Appendix 'B' – Insert Project Name, Location and Project/Contract No. and Insert description of Alternative where applicable.
- ☐ Appendix 'C' (where applicable) - Insert Project Name, Location and Project/Contract No. and Insert description of Item of Work.
- ☐ Appendix 'D' (where applicable) - Insert Project Name, Location and Project/Contract No. and Insert description of Units of Work requiring unit pricing.
- ☐ Appendix 'E' (where applicable) - Insert Project Name, Location, Project/Contract No. and the description and amount of Cash Allowances from all Divisions
- ☐ Appendix 'F' (where applicable) - Insert Owners Name, Fax Number and Project Name.

Part 1.4 Project Specific Amendments

- ☐ CCDC 2 - Part 11 Insurance/Bonds – insert Supplementary Conditions as appropriate.

For BC Government requirements refer to
<http://www.fin.gov.bc.ca/pt/rmb/construction.shtml>

- ☐ CCDC 2 - Part 12 Indemnification/ Waiver/Warranty – insert Supplementary Conditions as appropriate.

For BC Government requirements refer to
<http://www.fin.gov.bc.ca/pt/rmb/construction.shtml>

Specification Division 1 – General Requirements (Division 01, MasterFormat 2004)

- ☐ Insert appropriate requirements from Guideline 5.
- ☐ Include Cash Allowances for all Divisions and specify if to be carried by an individual subcontractor:
 - ☐ Telephone and cable service connection fees.
 - ☐ Secondary telephone or cable service fees.
 - ☐ Natural gas service connection fees.
 - ☐ Water service connection fees.
 - ☐ Sanitary and sewer service connection fees.
 - ☐ Other public utility fees.
 - ☐ Transferring 'as built' or 'record drawings' into a reproducible format.
 - ☐ Inspection of seismic component construction where required by a third party.
- ☐ Limit warranties to industry standard warranties or available manufacturers warranties.

Specification Divisions 2 to 14 (Division 02 to 48 MasterFormat 2004)

- ☐ Limit warranties to industry standard warranties or available manufacturers warranties.

Specification Division 15 Mechanical (Divisions 21, 22, 23 and 25 in MasterFormat 2004)

- ☐ List Alternative Prices from Division 1 that relate to Mechanical.
- ☐ Include reference to Cash Allowances in Division 1 (or 01 in MasterFormat 2004) or Appendix E of Part 1.2
- ☐ Limit warranties to industry standard warranties or available manufacturers warranties.

Specification Division 16 Electrical (Division 26, 27 and 28 in MasterFormat 2004)

- ☐ List Alternative Prices from Division 1 that relate to Electrical with detailed descriptions of those from Division 15 (Division 26, 27 and 28 in MasterFormat 2004) that have related electrical work.
- ☐ Include reference Cash Allowances where in Division 1 (or 01 in MasterFormat 2004) or Appendix E of Part 1.2
- ☐ Warranties limited to industry standard warranties or available manufacturers warranties.

Part 2.3 - Guideline For Administering Bidding Irregularities

IRREGULARITY	RESPONSE
1. Late bids	Automatic rejection, returned to bidder unopened
2. Unsealed envelopes submitted	Automatic rejection
3. Proper envelope not used	Acceptable if the envelope is properly sealed and its contents are properly identified.
4. Insufficient financial security – Bid Bond	Automatic rejection
5. Bids not completed in non-erasable medium (e.g. ink or typewriter) and signed in ink.	Automatic rejection.
6. Incomplete bids (Part bids – all items not bid.)	Automatic rejection.
7. Qualified bids (Bids qualified or restricted by an attached statement.)	Automatic rejection.
8. Bids received on a bid form other than the Stipulated Price Bid Form.	Automatic rejection. For supplementary bid forms refer to Guideline Item 3.0
9. Bids containing minor clerical errors	Two business days to correct and initial errors.
10. Non execution of Bid Bonds (financial security) (a) Signature of bidder or bonding company missing.	Automatic rejection
11. Documents – Execution Missing signature(s)	Automatic rejection.
12. Erasures, overwriting or strike-outs which are not initialled: (a) Uninitialled changes to the bid documents which are minor (example: the bidder's address is amended by overwriting but not initialled); (b) Unit prices have been changed but not initialled and the contract totals are consistent with the price as amended; (c) Unit prices which have been changed but not initialled and the contract totals are not consistent with the price as amended; (d) Other mathematical errors, which are not consistent with the unit prices.	Two business days to correct Two business days to correct Automatic rejection Two business days to initial corrections as made by the bid calling authority
13. Bid amount in writing is different than the numerical amount.	The bid amount in writing shall take precedence.
14. Mistakes in bidding (Example: bidder demonstrates error in calculation sheets)	The Owner is not obliged to permit withdrawal of the bid. Where requested by the bidder, the Owner - in consultation with legal counsel and the Construction Association, may determine that it is the Owner's best interest to permit the bid to be withdrawn. The Owner may also determine that it is not in their best interests to call the bid bond.
15. Addendum that have financial implication have not been acknowledged.	Automatic rejection.
16. Other minor irregularities (<i>Other minor irregularities in any of the documents submitted in response to the call for bids.</i>)	The Owner shall have authority to waive irregularities, which they reasonable believe to be minor and have not provided a bidder with a competitive advantage.
17. Faxed Revisions to bid a) Arrive late on fax b) Revision is not alteration to the price, but states the final bid amount	Automatic rejection Automatic rejection

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