

Powell River Educational Services Society

Powell Forest Canoe Route Revitalization: Goat Windsor Boardwalk

TENDER FORM-Project #2

| (Name of Tenderer) | |
|--|--|
| | |
| (Address of registered office of Tenderer) | |
| | |

1. CONTENTS OF TENDER DOCUMENTS

The Tender Documents for this Tender are:

- Tender Form
- Invitation to Tender and Project Information
- Instructions to Tenderers

These documents will be the Contract Documents and will govern the parties' rights and obligations.

2. INTERPRETATION

Capitalized words and expressions used in this Tender Form have the meanings given in this Tender Form, in the Instructions to Tenderers or the General Conditions, as the case may be.

3. OFFER

In accordance with the Instructions to Tenderers, the Tenderer offers to the Owner, being PRESS,

(a) to contract to perform and complete the Work, generally described above and particularly described in the Tender Documents, for the price set out below in this Tender Form and on the terms and conditions of the Contract Documents; and

| (b) | perform the obligations, under section 3(a) commencing onor a date |
|-----|--|
| | mutually agreed upon by the contractor PRESS. The specific completion date for |
| | the aforementioned project is |

4. AGREEMENT

The Tenderer agrees that:

- (a) the Tenderer must complete the Work on or before the Completion Date,
- (b) the Tenderer's offer to contract is made on the terms and conditions of the Contract Documents and, if the Tenderer is awarded the Contract, the Contract contains those terms and conditions,
- (d) this Tender supersedes and cancels all communications, negotiations and agreements relating to the Work other than contained in this Tender and the Contract, if awarded to the Tenderer,
- (e) this Tender is irrevocable and may not be withdrawn for a period of 30 days following the Closing Time, but that 30-day period may be extended to 60 days by the Owner, in its sole discretion, if the Tenderer is so notified within 15 days after the Closing Time,
- (g) if a Notice of Award is given to the Tenderer by the Owner, a binding Minor Works Contract between the Tenderer and the Owner will be created on the terms and conditions of the Contract.
- (h) any lump sum price tendered in section 5 and section 6 is in Canadian funds and includes Canadian customs duties, taxes, royalties, handling, transportation, overhead, profit, and all other costs and charges without limitation, except federal goods and services tax, which is extra,
- (i) Invoicing
- (j) this Tender is made on the terms and conditions of the Tender Documents.

UNIT PRICES

If the Invitation to Tender requires submission of unit prices, the Tenderer agrees that the unit prices for the Work are those set out in Appendix A to this Tender Form.

7. LIST OF SUBCONTRACTORS AND SUPPLIERS

The Tenderer must provide a list of all sub-contractors and material suppliers the Tenderer will use for the Contract.

8. CONSTRUCTION SCHEDULE

As required by the owner – Schedule is based on weather conditions – to be coordinated with the requirements of the owner.

9. ADDFNDA

The Tenderer acknowledges receipt of the following Addenda and agrees that this Tender has been completed in accordance with them:

Addenda Nos.

10. BID PROCESS

For the purposes of awarding the contract, the contractor shall provide total costs per project in the appropriate column on the Tender Form and totaled accordingly.

The sole purpose for the inclusion of the estimated quantities and the total values are for comparative purposes only in the awarding of the contract and shall not be represented or mean to represent the total value of the contract. Refer to Special Provisions for measurement and payment instruction.

11. EXECUTION BY TENDERER

The undersigned has examined this Tender and has full knowledge of PRESS' requirements, do hereby agree to be bound by the Terms, Conditions, Statements and Representations contained herein.

I, the Tenderer, have read and understood this agreement and safework procedures relating to this project. By signing this document, I am stating I have the necessary qualifications and accept the responsibilities as the Prime Contractor for this project as defined in the WorkSafeBC Occupational Health and Safety Regulations, Notice of projects, section 20.2, and Coordination of multiple employer workplaces, section 20.3; and in the Workers Compensation Act, Coordination at multiple-employer workplaces, sections 118, subsections (1) and (2). I also acknowledge I understand the duties of PRESS as defined in the Workers Compensation Act, General duties of PRESS, section 119.

| TENDERER'S FULL AND CORRECT LEGAL BU | USINESS NAME, TELEPHONE NUMBER | |
|---|--------------------------------|--|
| AND ADDRESS (Print or type) | | |
| | | |
| | | |
| | | |
| Telephone Number: | _ | |
|) | | |
| Nama |)) (C/S) | |
| Name: |) (C/3) | |
| Title: |) | |
| Name: |) | |
| |) | |
| Title: |) | |
| |) | |
| Date executed: | | |
| | | |
| | | |
| SIGNED, SEALED AND DELIVERED BY | Date executed: | |
| (Name of Tenderer) |) | |
| IN THE PRESENCE OF THE FOLLOWING WITNESS: |) | |
| |) | |
| Signature of Witness |) | |
| Signatare of Without |) | |

| |) | Signature of Tenderer |
|-----------------------------------|---|-----------------------|
| Name of Witness (please print) |) | |
| |) | |
| |) | |
| Address of Witness (please print) |) | |

PRICING

| Base Bid Price \$ |
|-------------------|
| GST\$ |
| Total Price \$ |

^{*}PRESS reserves the right to accept not the lowest bid or any bid