

APRON IV JOINT SEALING REPLACEMENT - 2024
VICTORIA AIRPORT AUTHORITY
ISSUED FOR TENDER
TENDER DOCUMENTS



VAA Project Number 6784



creating & delivering | **BETTER SOLUTIONS**

INSTRUCTIONS TO TENDERERS

INVITATION

The Victoria Airport Authority invites tenders for the Apron IV Joint Sealing Replacement – 2024 Project at the Victoria International Airport **Project 6784**. This is a tender for qualified contractors with a demonstrated history of airfield construction projects. References for previous construction history on relevant airside projects may be requested by the Victoria Airport Authority. Tenders must be received by the Victoria Airport Authority, at its address set out herein, by **2:00pm Local Time, Friday, May 3, 2024.**

These Instructions to Tenderers are contractual and they bind each Tenderer and govern the consideration of each Tender by the Owner.

PART 1 **DEFINITIONS**

- 1.1 In these Instructions:
- .1 "Addendum" means a document issued under IT 5, IT 6 or IT 7;
 - .2 "Agreement" means the agreement between the Owner and the Contractor to perform the Work required by the Contract Documents;
 - .3 "Closing Time" means the deadline specified for receipt of Tenders by the Owner;
 - .4 "Consultant" means Tetra Tech Canada Inc., 885 Dunsmuir Street, Vancouver, BC V6C 1N5, Phone: 778.945.5875, Fax: 604.684.6241;
 - .5 "Tender Documents" means
 - .1 Instructions to Tenderers;
 - .2 Tender Form;
 - .3 Agreement;
 - .4 General Conditions;
 - .5 Supplementary Conditions;
 - .6 Specifications;
 - .7 Drawings;
 - .8 Addenda (if any) and;
 - .9 Airside Operational Plan
 - .6 "Contractor" means the Tenderer to whom the Contract has been awarded in accordance with IT 19;
 - .7 "Drawings" means the graphic and pictorial portions of the Contract Documents;
 - .8 "GC" is, when used in conjunction with a numeral, a reference to the section of the General Conditions with the same numeral;
 - .9 "General Conditions" means the terms and conditions of that name that are contained in the Agreement, including any changes, additions or deletions to the General Conditions contained in the Supplementary Conditions;
 - .10 "IT" is, when used in conjunction with a numeral, a reference to the article or section of the Instructions to Tenderers with the same numeral;
 - .11 "Notice of Award" means the notice of award of the Contract given in accordance with IT 19;
 - .12 "Owner" means the Victoria Airport Authority, Attn: Sandy Godwin, P.Eng., 201 – 1640 Electra Boulevard, Sidney, BC, V8L 5V4.

- .13 "Tender" means a tender submitted to the Owner in accordance with the Instructions to Tenderers;
 - .14 "Tenderer" means anyone who submits a Tender; and
 - .15 "Tender Form" means the tender form contained in the Contract Documents and any appendices to it that are expressly contemplated by the Contract Documents.
- 1.2 Any word or expression that is not defined in these Instructions to Tenderers has the meaning given to it in the definition section of the Agreement.

PART 2 **SUBMISSION OF TENDERS**

- 2.1 Tenders must be submitted on the Tender Form, every part of which must be completely filled out and must either be typewritten or printed legibly in ink.
- 2.2 Tenders can be submitted either electronically to admin@victoriaairport.com or in a sealed envelope addressed to the Owner marked clearly on the front as a Tender for the Work, including the project name and any number set out on page 1 of the Tender Form.
- 2.3 Faxed Tenders are not acceptable and must be rejected, but a Tender already delivered by a Tenderer may be changed by a fax received by the Owner not later than the Closing Time in accordance with IT 2.4. If a Tenderer changes a Tender by fax, the Tenderer accepts all risk associated therewith, including the risk of:
- .1 An incomplete or lost fax;
 - .2 A lack of confidentiality;
 - .3 A failure, breakdown or inadequacy of any telecommunications equipment or service, including of the Tenderer, Owner, Consultant or any third party; and
 - .4 The inability of the fax to be received by the Closing Time because the facsimile equipment or telephone line is busy or out of paper.
- 2.4 A Tender, and any changes to the Tender, must be received by the Owner not later than the Closing Time. A Tender, or any change to a Tender, received after the Closing Time will not be opened and must be rejected.
- 2.5 The Owner may, in its sole discretion, extend the Closing Time by notice given to Tenderers at least 24 hours before the Closing Time.
- 2.6 A Tender is an offer by the Tenderer to enter into the Contract with the Owner on the terms and conditions contained in the Contract Documents.

All work is to commence after **May 27, 2024** and completed by **July 31, 2024**.

PART 3 INSPECTION OF THE PLACE OF THE WORK AND ENQUIRY AS TO WORK

- 3.1 The Tenderer must inform itself as to all aspects of the Work, including Place of the Work site conditions of any kind before submitting a Tender. The Tenderer has full responsibility to be familiar with and make allowance in the Tender for all conditions that might affect the Tender, including local conditions, weather, access, quantities and nature of the Work, materials required, existence of utilities, jurisdiction of other authorities and all other circumstances.
- 3.2 All inquiries shall be directed to Alex Evans.
email: Alex.Evans@tetrattech.com

The Tenderer acknowledges that a pre-tender site visit will be held on **Thursday, April 18, 2024 at 2:00 pm Local Time** at the Airport Operations Centre (AOC) boardroom and that the Tenderer has an opportunity to visit the Place of the Work at that time. While the pre-tender site visit is not mandatory it is encouraged.

By submitting a Tender, the Tenderer represents that it has examined the Place of the Work and all conditions as just described or elected not to, and that the Tenderer agrees that no additional payment, and no time extensions, shall be claimable or due because of difficulties relating to conditions at the Place of the Work which were reasonably foreseeable. The Owner is not liable for any expense, damage or loss incurred as a result of any misunderstanding or error by the Tenderer regarding the Work or conditions affecting it, including the Place of the Work conditions.

PART 4 QUALIFICATIONS, MODIFICATIONS, ALTERNATIVE TENDERS

- 4.1 Tenders which contain qualifications, or omissions, so as to make comparison with other Tenders difficult, may be rejected by the Owner in its sole discretion.
- 4.2 The Tenderer may, at the Tenderer's election, submit an alternative tender which varies the materials, products, designs or equipment from those approved under the Tender Documents, but such an alternative tender must be in addition to, and not in substitution for, a tender which conforms to the requirements of the Tender Documents.

PART 5 SUBSTITUTIONS

- 5.1 No substitutions will be allowed for the materials, products or equipment indicated in the Tender Documents.

PART 6 ADDENDA AND COMMUNICATIONS

- 6.1 Prior to the Closing Time, any change or addition to the Tender Documents must be issued by the Consultant as an Addendum. A copy of each Addendum must be given to all Tenderers and each Addendum becomes part of the Tender Documents. The Owner may instruct the Consultant to make changes to the Tender Documents by way of Addenda at any time prior to 24 hours before the Closing Time.
- 6.2 The Tenderer must indicate that it has received copies of all Addenda, and that its Tender has been completed in accordance with all Addenda, by completing the relevant part of the Tender Form.

6.3 Only the Consultant is authorized to communicate with Tenderers.

PART 7 INTERPRETATION OF CONTRACT DOCUMENTS

7.1 If the Tenderer is in doubt as to the correct meaning of any provision of the Tender Documents, the Tenderer may, in writing, request clarification from the Consultant.

7.2 If the Tenderer discovers any contradictions or inconsistencies in the Tender Documents or their provisions, the Tenderer may notify the Consultant in writing and, if the Consultant considers it necessary, the Consultant may issue an Addendum to provide clarification of the Tender Documents.

7.3 No oral interpretation or representations from the Owner, any representative of the Owner, or the Consultant affects, alters or amends any provision of the Tender Documents or binds the Owner.

PART 8 APPENDICES TO TENDER FORM

8.1 A Tenderer must include and complete the following appendices to the Tender Form:

- .1 Appendix A – List of Tender Documents;
- .2 Appendix B – List of Subcontractors;
- .3 Appendix C – Schedule of Unit Prices; and
- .4 Appendix D – Contractor’s Qualifications
- .5 Appendix E – Equipment and Personnel Statement
- .6 Appendix F – Preliminary Construction Schedule

PART 9 PRICES

9.1 Prices must be given as and where indicated in the Tender Form. Failure to give a price for any item makes the Tender incomplete and the Tender must be rejected.

9.2 If the Tender contains an error in extending unit prices or lump sums, or both, the total Tender Price is the total resulting from correct extension by the Owner of the prices or addition of the lump sums, or both.

9.3 Any quantities of Work set out in the Tender Documents are only estimates of quantity and the Owner does not represent, warrant or guarantee to the Tenderer that actual quantities of Work will be as estimated.

PART 10 EXECUTION OF TENDER AND CAPACITY

- 10.1 If the Tenderer is an individual or partnership, the Tender Form must be executed by the individual or all partners, as the case may be, and must be witnessed in the case of an individual's signature. The individual signing must indicate the capacity in which he or she signs where indicated in the Tender Form.
- 10.2 If the Tenderer is a corporation, the Tender Form must be executed by the authorized signatories of the corporation. The full and correct legal name of the corporation, its incorporation number or extra-provincial registration number and business address must be given in the Tender Form, together with the names and signatures of authorized signatories.
- 10.3 If the Tenderer is a corporation incorporated outside British Columbia, that corporation must be registered as an extra-provincial corporation under the *Company Act* (British Columbia). Proof of extra-provincial registration must be submitted with the Tender. A Tender submitted by a corporation that is not extra-provincially registered as required by this section must be rejected. Failure to submit proof of extra-provincial registration may be cause for rejection of the Tender. This section does not apply to a corporation incorporated under the *Canada Business Corporations Act* (Canada).
- 10.4 All signatures on the Tender Form must be in original handwriting.

PART 11 AMENDMENT OR REVOCATION OF TENDERS

- 11.1 The Tenderer may amend or revoke a Tender by giving written notice delivered by hand, mail or fax to the Owner at any time up until the Closing Time. An amendment or revocation that is received after the Closing Time must not be considered and does not affect the Tender as submitted.
- 11.2 An amendment or revocation must be signed by an authorized signatory of the Tenderer in the same manner as provided for in IT 10.
- 11.3 Any amendment that expressly or by inference discloses the Tenderer's Tender price or other material element of the Tender such that, in the opinion of the Owner, the confidentiality of the Tender is breached, will invalidate the entire Tender.

PART 12 SECURITY

- 12.1 The Tender must be accompanied by the security for the Tender in the amount of 10% of the Tender Price. A bid bond must be issued by a corporation licensed to carry on the business of surety in British Columbia. Only cash, certified cheques or clean, irrevocable and unconditional bank letters of credit are considered cash equivalents to such a bid bond. Electronic bid bonds are acceptable.
- 12.2 The security required by IT 12.1 secures the Tenderer's obligation. If the Tenderer fails to perform that obligation, the security is forfeited to the Owner without affecting any other right or remedy the Owner may have against the Tenderer.

- 12.3 The Owner must return any security deposited under IT 12.1 as soon as is practicable after its receipt of the performance bond and labour and materials payment bond required to be given by the Contractor. If no Contract is awarded, all security deposited will be returned.

PART 13 **DURATION OF TENDERS**

13.1 After the Closing Time, a Tender shall remain valid and irrevocable for sixty (60) days after the Closing Time.

PART 14 **QUALIFICATIONS OF TENDERS**

14.1 By submitting a Tender, the Tenderer is representing that it has the competence, qualifications, resources, and relevant experience required to do the Work and perform the Work as required by the Contract.

PART 15 **SUBCONTRACTORS**

15.1 The Owner reserves the right to object to any of the subcontractors listed in a Tender. If the Owner objects to a listed subcontractor then the Owner will permit the Tenderer to, within five days, propose a substitute subcontractor acceptable to the Owner provided that there is no resulting adjustment in the Tender price or the completion date. The Tenderer shall not be required to make such a substitution and if the Owner objects to a listed subcontractor, the Tenderer may, rather than propose a substitute subcontractor, consider its Tender rejected by the Owner and, by written notice signed in the same manner as provided for in IT 10, withdraw its Tender. The Owner must, in that event, return the Tenderer's tender security.

PART 16 **REJECTION OF TENDERS**

16.1 The Owner has the right, in its sole discretion, not to award a Contract at all and has the right, in its sole discretion, to reject any or all Tenders (including the lowest Tender), without having or giving a reason for doing so.

16.2 The Owner has the right, in its sole discretion, to evaluate any or all Tenders, and to consider whether to award any Contract at all, on any basis it considers desirable, including the overall cost of the Tenders in relation to the Owner's budget for the Work, the ability of the Tenderer or Tenderers to perform the Work, the finances or credit-worthiness of the Tenderer or Tenderers, and any experience of the Tenderer or Tenderers in performing work of a kind comparable to the Work. In no event is the Owner liable for the Tenderer's cost of preparing the Tender.

16.3 Unless otherwise expressly provided in these Instructions to Tenderers, the Owner is entitled, in its sole discretion, to waive any informality, incompleteness or error in any Tender, including failure to provide tender security as required.

16.4 Unless otherwise expressly provided in these Instructions to Tenderers, and without limiting the generality of IT 16.1, 16.2 or 16.3, the Owner may, but is not required to, in its sole discretion, reject any Tender which:

- .1 Is conditional or obscure in any respect,
- .2 Does not conform strictly with the requirements of the Contract Documents, or
- .3 Is not accompanied by the Tender security required by IT 12.

PART 17 **FREEDOM OF INFORMATION LEGISLATION**

17.1 Each Tenderer acknowledges and agrees that part or all of their Tenders may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act* (British Columbia). A Tenderer that wishes to protect its Tender from disclosure should specifically identify information within the Tender that constitutes a trade secret, or business or commercial information, that it is explicitly supplied in confidence and the release of which could significantly harm the competitive position, or interfere with the negotiating position, of the Tenderer. The Tenderer acknowledges and agrees that the Owner cannot assure the Tenderer that information contained in a Tender will remain confidential and will not be disclosed, since the *Freedom of Information and Protection of Privacy Act* (British Columbia) may require disclosure of that information. Each Tender acknowledges and agrees that it is solely responsible to determine whether that legislation will protect any information contained in the Tender from disclosure.

PART 18 **CONTRACT AWARD**

18.1 The Contract is awarded and entered into without further act of either the Owner or the Tenderer when the Owner delivers to the successful Tenderer a signed Notice of Award. Notice of Award must be given in writing in accordance with the notice requirements set out in the Agreement and is not effective unless and until given in that manner. Before the Contractor begins the Work, and as a condition precedent to the right of the Contractor to begin the Work, the Contractor must execute and deliver the Agreement to the Owner. If the Agreement is not executed and delivered within ten days after the Notice of Award has been given, the Owner is entitled in its sole discretion to give notice to the Contractor terminating the Contract upon delivery of that notice.

PART 19 **INSURANCE AND BONDING**

19.1 If a Notice of Award is delivered to the Tenderer, within 10 days of receipt of the Notice of Award, the Tenderer must deliver to the Owner each of the following:

- .1 The performance security required in the supplementary conditions,
- .2 A copy of the insurance policies as specified in the supplementary conditions, and proof that all such insurance is in place and paid for, and
- .3 Proof, satisfactory to the Owner, that the Contractor is registered with the Worker's Compensation Board of British Columbia and that all assessments and other amounts payable by the Contractor to that Board are fully paid up to the last required payment.
- .4 Prime contractor designation
- .5 Multiple Obligee Rider (form attached to this tender), to be delivered in triplicate with the performance security.

- 19.2 The Contractor agrees with the Owner that failure by the Contractor to perform its obligations under IT 20 or IT 18, or to substantially begin the Work by the date set out in the Agreement, is a repudiation of the Contract that entitles, but does not oblige, the Owner to treat the Contract as terminated and, without affecting any other right or remedy the Owner may have against the Contractor, award the Contract to another Tenderer.

PART 20 EXCLUSION OF P.C.C. PROCEDURES AND GUIDELINES

- 20.1 In the tendering, award and performance of the Contract, the Owner, does not adopt or agree to be bound by the "Procedures and Guidelines Recommended For Use on Publicly Funded Construction Projects", produced by the Public Construction Council of British Columbia, September 1989, or any other procedure or guidelines recommended, adopted or produced by any government, or by any construction association or body.

PART 21 GENERAL PROVISIONS

- 21.1 The Tender constitutes a contract between the Tenderer and the Owner, on the terms and conditions of these Instructions to Tenderers and of the Tender Form, which terminates on either the award of the Contract or the rejection of the Tender or all Tenders, as the case may be, but which does not merge with the Contract as against the Contractor.
- 21.2 The obligations of the Contractor are joint and several obligations of each of the persons who have submitted the Tender as the Tenderer or as members of a joint venture or partnership comprising the Tenderer.

END OF INSTRUCTIONS TO TENDERERS

Submitted To: The Victoria Airport Authority

We, _____
(Company Name)

of _____
(Business Address)

having examined the **Tender** Documents as listed in **Appendix "A"** to **Appendix "F"** in this Tender, and Addenda No. ___ to No. ___ inclusive, all as issued by Tetra Tech Canada Inc. and having visited or opted not to visit the Project Site; hereby offer to enter into a Contract to perform the Work required by the Tender Documents for the estimated price of:

Dollars (: \$_____) in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date except as may be otherwise provided in the Tender Documents.

Appendices to Tender:

The information on Subcontractors, Contract Unit Prices, Contractor's Qualifications, Equipment and Personnel Statement as called for in the Tender Documents is provided in the attached Appendices and forms an integral part of this Tender.

Declarations:

We hereby declare that:

- a. we agree to perform the Work in compliance with the required completion schedule stated in the Tender Documents to attain Substantial Performance of the Work prior to July 31, 2024;
- b. no person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which this Tender is made;
- c. this Tender is open to acceptance for a period of sixty (60) days from the date of Tender closing.



Signatures:

Signed, sealed and submitted for and on behalf of:

Company: _____
(Name)

(Street Address or Postal Box Number)

(City, Province and Postal Code)

(E-mail)

(Apply SEAL above)

Signature: _____

Name & Title: _____
(Please Print or Type)

Witness: _____

Dated at _____ this _____ day of _____, 2024.

PART 1 - GENERAL

1. CCDC-18 FORM OF AGREEMENT

- .1 The Form of Agreement, pages 1-7 inclusive, of the Canadian Construction Documents Committee designated as CCDC 18-2001 edition, together with all amendments and supplements thereto as described hereafter shall apply in their entirety to this Contract.
- .2 Copies of this document are reproduced wherein request.
- .3 Execution of the contract must be on original "Form of Agreement" documents.

END OF SECTION

PART 1 - GENERAL

1. GENERAL CONDITIONS

- .1 The General Conditions of the Unit Price Contract, Articles GC1.1 to GC12.3 inclusive, of the Canadian Construction Documents Committee designated as CCDC-18, 2001 edition, are the General Conditions between the Owner and Contractor.
- .2 This document has not been reproduced herein.

2. SUPPLEMENTARY GENERAL CONDITIONS

- .1 Refer to Document 00810 for amendments to these General Conditions.

END OF SECTION

The following amendments and the following SUPPLEMENTARY CONDITIONS pertain to amendments and supplements of the ARTICLES OF AGREEMENT, DEFINITIONS and GENERAL CONDITIONS of the Standard Construction CCDC-18 2001 CIVIL WORKS CONTRACT, and shall form part of the Contract between the Owner and the Contractor.

ARTICLES OF AGREEMENT

ARTICLE A-1 THE WORK

Delete Article A -1.3 and replace with the following:

- 1.3 Perform the work in accordance with the schedule referred to in GC 3.5 and attain Substantial Performance of the Work by **July 31, 2024**, subject to an adjustment in Contract Time as provided for in the Contract Documents.

ARTICLE A-3 CONTRACT DOCUMENTS

Add the following to Article A – 3.1 as part of the Contract Documents:

- 3.1
- Supplementary Conditions
 - Specifications
 - Plan of Construction Operations (PCO)
 - Drawings
 - Instructions to Tenderers
 - Tender Form
 - Addenda

ARTICLE A-8 SUCCESSION

Delete Article A – 8.1 and replace with the following:

- 8.1 The Contract shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and permitted assigns.

DEFINITIONS

The following Definitions shall also apply to all Contract Documents:

28. “Airport” means the Victoria International Airport, British Columbia.

29. “Plan of Construction Operations” means the Owner’s operational plan for the **Apron IV Joint Sealing Replacement 2024 Project at Victoria International Airport, Sidney, British Columbia, Project No. 6784.**

30. “Substantial Performance of the Work” is as defined in the Builders Lien Act. If such legislation is not in force or does not contain such definition, Substantial Performance of the Work shall have been reached when the Work is ready for

use or is being used for the purpose intended as is so certified, in writing, by the Owner.

31. "His Majesty" means His Majesty the King in Right of Canada as represented by the Minister of Transport, and any person authorized in writing by the Minister of Transport to act on his or her behalf, and shall include the successors and assigns of His Majesty.

GC 1.1 CONTRACT DOCUMENTS

Delete GC 1.1.7 and replace with the following:

1.1.7 If there is a conflict within the Contract Documents:

- .1 the order of priority of documents, from highest to lowest, shall be:
 - The Agreement between the Owner and the Contractor,
 - The Definitions,
 - The Supplementary Conditions,
 - The General Conditions,
 - The Specifications,
 - Plan of Construction Operations (PCO),
 - The Drawings,
 - Instructions to Tenderers,
 - Tender Form,
 - Addenda
- .2 figured dimensions shown on a drawing shall govern even though they may differ from dimensions scaled on the same drawing;
- .3 drawings of larger scale shall govern over those of smaller scale of the same date;
- .4 Notwithstanding the foregoing, documents of later date shall always govern.

GC 1.4 ASSIGNMENT

Delete GC 1.4.1 and replace with the following:

1.4.1 The Contractor shall not assign the Contract or a portion thereof without the prior written consent of the Owner and a sale, transfer or assignment of shares in the Contractor which results in a change in the control of that Contractor different from that which exists at the date hereof shall be deemed an assignment of this Contract and the consent of the Owner to such sale, transfer or assignment shall be required.

GC 2.1 AUTHORITY OF THE CONSULTANT

Delete GC 2.1.3 and replace with the following:

- 2.1.3 If the appointment of the Consultant is terminated, the Owner shall immediately appoint or reappoint another Consultant whose status under the Contract Documents shall be that of the former Consultant.

GC 3.1 CONTROL OF THE WORK

Add the following as GC 3.1.3:

- 3.1.3 In order to minimize interference with the operation of the Airport and inconvenience to passengers and all other persons within the Airport premises, the Contractor will perform the Work or parts thereof in accordance with the Plan of Construction Operations (PCO) or as otherwise required by the Consultant.

GC 3.5 CONSTRUCTION SCHEDULE

Delete GC 3.5.1.1 and replace with the following:

- 3.5.1.1 Prepare and submit to the Consultant within ten (10) days after the Contract is awarded to the Contractor, a construction schedule that indicates the timing of the major activities of the Work and various stages thereof and provides sufficient detail of the critical events and their inter-relationship to demonstrate, to the satisfaction of the Consultant, that the Work and the stages thereof will be performed in conformity with the Airside Operational Plan.

GC 3.9 LABOUR AND PRODUCTS

Delete GC 3.9.1 and replace with the following:

- 3.9.1 Unless otherwise specified in the Contract Documents, the Contractor shall provide and pay for labour, materials, tools, Construction Equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with the Contract.

GC 3.12 USE OF THE WORK

Add the following as GC 3.12.3:

- 3.12.3 The Owner reserves the right to take possession and use any completed or partially completed portion of the Work regardless of the time of completion of the entire Work, provided that doing so does not interfere with the balance of the Contractor's Work. Such taking possession or use of the Work or part thereof shall not be construed as Substantial Performance of the Work or part thereof or as final certificate of payment or as an acknowledgement of fulfillment of the Contract. If the

Owner takes possession and uses any completed or partially completed portion of the Work the one (1) year Warranty referred to in GC 12.3.1 relating to such part of the Work is one (1) year from the date the Owner takes possession and uses any completed or partially completed portion of the Work.

Add the following as GC 3.12.4:

- 3.12.4 The Contractor shall comply with all reasonable requirements of the Owner relating to the safety and protection of the Airport and the management and operation of the Airport and all security regulations and procedures established by the Owner and the Department of Transport with respect to the security at the Airport and shall comply with all the terms, conditions and provisions contained in the Plan of Construction Operations (PCO).

GC 5.4 BASIS OF PAYMENT FOR COST PLUS WORK

Cost Plus Work is not anticipated during this project. If all other payment methods for extra work fail for any reason, Cost Plus Payment may be utilized including a combined Contractor's overhead and profit of 10% of the sum of the expenses referred to in GC 5.4.2.

GC 5.6 PROGRESS PAYMENTS

Delete GC 5.6.1 and replace with the following:

- 5.6.1 The Consultant will issue to the Owner, no later than fifteen (15) Working Days after the receipt of an application for payment from the Contractor submitted in accordance with GC 5.5 - APPLICATIONS FOR PROGRESS PAYMENT, approval for payment in the amount applied for or in such other amounts as the Consultant determine to be properly due. If the Consultant amends the application, the Consultant will promptly notify the Contractor in writing giving reasons for the amendment.

Delete GC 5.6.2 and replace with the following:

- 5.6.2 The Owner shall make payment to the Contractor on account as provided in Article A-5 of the Agreement - PAYMENT, no later than the last Working Day of the month following the month the Contractor applies for payment pursuant to GC 5.5.

Add the following as GC 5.6.4:

- 5.6.4 Without restricting any right of setoff given or implied by law, the Owner may setoff against any amount payable under the Contract Documents to the Contractor any amount payable to the Owner by the Contractor.

GC 5.10 FINAL PAYMENT

Modify GC 5.10.4 as follows:

5.10.4 Delete 5 Working Days and replace with fifteen (15) Working Days.

GC 6.5 DELAYS

Delete the last sentence of GC 6.5.1 and replace with the following:

6.5.1 The Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as a result of such delay except where the Owner requires that the execution of the Work be suspended pursuant to GC 7.1.7 and GC 7.1.8 and in that event the Contractor will be entitled to compensation for standby time only as referred to in GC 7.1.9.

Delete the last sentence of GC 6.5.3 and replace with the following:

6.5.3 The Contractor shall not be entitled to payment for costs, losses or expenses incurred by the delays referred to in GC 6.5.3.1 and shall not otherwise be entitled to payment for reasonable costs incurred by the delays referred to in GC 6.5.3.2, GC 6.5.3.3 and GC 6.5.3.4 unless such delays results from actions by the Owner.

Delete GC 6.5.4 and replace with the following:

6.5.4 No extension shall be made for delay and no payment on account of any delay shall be paid unless notice in writing of the claim is given to the Consultant not later than ten (10) Working Days after the commencement of delay, provided however, that in the case of a continuing cause of delay only one notice of claim shall be necessary.

Add the following as GC 6.5.6:

6.5.6 In the event of a shut down of the Work, the Contractor shall, at no cost to the Owner, be responsible for the care, maintenance and protection of the Work for the entire period of the shut down.

Add the following as GC 6.5.7:

6.5.7 Where, in the opinion of the Consultant, the rate of progress of Work is insufficient to enable the Work or certain stages thereof to be completed in the manner and by the dates specified in the schedules referred to in GC 3.5.1.1, the Contractor shall take all necessary steps that the Consultant requires in writing to expedite the progress of the Work.

Add the following as GC 6.5.8:

6.5.8 Time is of the essence of the Contract.

Add the following as GC 6.5.9:

- 6.5.9 If the completion of the Work or certain stages thereof is not achieved on the dates specified in the schedules referred to in GC 3.5.1.1 for reasons that are attributable to the Contractor or its Subcontractors or suppliers or where there is not Substantial Performance of the Work for reasons that are attributable to the Contractor or its Subcontractors or suppliers but is subsequently completed, the Contractor shall pay to the Owner for the period of delay all costs and expenses incurred by the Owner as a result of such delays.

GC 6.7 QUANTITY VARIATIONS

- 6.7.1 *Modify GC 6.7.1 by deleting reference to 15% and substituting 25%.*

- 6.7.2 *Modify GC 6.7.2 by deleting reference to 15% and substituting 25% and by deleting reference to 115% and substituting 125%.*

- 6.7.3 *Modify GC 6.7.3 by deleting reference to 15% and substituting 25%.*

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, STOP THE WORK
OR TERMINATE THE CONTRACT

Add the following as GC 7.1.7:

- 7.1.7 If the Owner is of the opinion that execution of the Work should be stopped due to an emergency or for safety or security reasons or to protect the Airport, the Consultant may require the Contractor to suspend execution of the Work for either a specified or unspecified period by giving written notice to the Contractor.

Add the following as GC 7.1.8:

- 7.1.8 The Contractor, upon receiving notice from the Consultant of the Owner's requirement pursuant to GC 7.1.7, shall immediately suspend all operations except those which, in the Consultant's opinion, are necessary for the care and preservation of the Work and the Product. During the period of suspension the Contractor shall remain responsible for the Work and the Product to the same extent as if there was no suspension.

Add the following as GC 7.1.9:

- 7.1.9 During the period of suspension the Contractor shall not be entitled to payment for costs or expenses incurred as a result of such suspension except for the Contractor's entitlement to compensation for standby time as referred to in the Specifications (01801).

Add the following as GC 7.1.10:

7.1.10 Upon the Owner being satisfied that the issues relating to emergency, safety, security or Airport protection have been settled, the Consultant shall give notice to the Contractor that the period of suspension has expired and the Contractor shall forthwith thereafter resume the execution of the Work.

GC 11.1 INSURANCE

Delete GC 11.1.1 and replace with the following:

11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the Contractor shall provide, maintain and pay for the following insurance coverage:

A. "All Risks" Contractor's Equipment Insurance for full replacement cost covering any owned and non-owned mobile equipment, property and construction or testing tools, and, machinery and equipment used by the Contractor in the performance of the Work, including boiler insurance on temporary boilers and pressure vessels, if applicable.

B. Automobile and Aircraft Liability Insurance with respect to automobiles and aircrafts (if any) used directly or indirectly in the performance of the Work which are owned, leased chartered or used by the Contractor and covering liability for:

- Bodily injury;
- Death; and
- Damage to property

with a limit of not less than \$5,000,000.00 inclusive for each and every loss.

Such policy may contain exclusionary language relative to liability incurred while vehicles are operating within airside.

C. The foregoing policies, with the exception of ICBC automobile coverage, shall:

- Contain a waiver of subrogation in favour of the Owner and all persons with whom the Owner may be participating in the Project of which the Work may be the whole or a part;
- Be endorsed or provide the Owner with no less than sixty (60) days' prior notice by registered mail in advance of cancellation;
- Be primary and non- contributing to any other insurance available to the Owner, except as noted in "B" above;
- Be maintained continuously from the commencement of the work until ten (10) days following the date of the Total Performance of the Work.

Delete GC 11.1.2 and replace with the following:

11.1.2 Prior to commencement of the Work and upon the placement, renewal, amendment or extension of all or any part of the above insurance, the Contractor shall promptly provide the Consultant or Owner with confirmation of coverage and, if required, a

certified true copy of the policy certified by an authorized representative of the Insurer together with copies of any amending endorsements. All insurance and policies shall be with insurers approved by and in a form acceptable to the Consultant or Owner.

Delete GC 11.1.3 and replace with the following:

11.1.3 The Owner shall provide, maintain and pay for the following insurance coverages:

A. Airport Liability Insurance

- To cover legal liability for bodily injury, personal injury, death and damage to property arising out of the operations of the Owner;
- To a combined single limit of CDN \$250,000,000.00 per occurrence, and in the annual aggregate with respect to products and completed operations coverage, subject to a sublimit of US \$25,000,000.00 personal injury in the annual aggregate;
- Subject to a policy deductible of \$5,000.00 with respect to property damage claims, except with respect to construction contracts where the deductibles will be as stated under Clause B - Wrap-Up Liability, and \$2,500.00 for bodily injury claims.

B. Wrap-Up Liability Insurance (Occurrence Basis)

The Owner will provide Wrap-up Liability Insurance including twenty-four (24) months completed operations, which shall be in the name of the Owner, and as additional insureds the Consultant, the Contractor, Sub-contractors, sub-consultants, architects, engineers, project managers, construction managers and design consultants, their directors, officers and employees employed on the Project insured and any other entity the Owner may reasonably require from time to time with limits of not less than FIVE MILLION (\$5,000,000.00) DOLLARS inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, with a property damage deductible of TEN THOUSAND (\$10,000.00) DOLLARS unless there is damage to an aircraft involved where the deductible will be TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS.

At the option of the Owner, the Owner may provide Wrap-Up Liability Insurance either as an extension to their existing Liability Insurance or as a separate stand alone Wrap-up Liability Policy.

C. All Risk - Builder's Risk Insurance

The Owner will provide coverage to meet the Project requirements. Coverage will not be less than 100% of the full replacement cost, less such deductible amounts as are applicable (the deductible will be not more than \$25,000.00). The insurance shall be in the name of the Owner and shall include as unnamed insureds the Consultant, the Contractor, Sub-contractors, sub-consultants, architects, engineers, project managers, construction managers and design consultants, their directors, officers and employees and all individuals or firms providing services or materials to or for the unnamed insured.

Add the following as GC 11.1.6:

- 11.1.6 The party found to be at fault for any claim(s) will be responsible for payment of any and all applicable deductible(s).

Add the following as GC 11.1.7:

- 11.1.7 It is the responsibility of the party relying on the insurance coverage referred to above to review the actual policy documents to determine the actual extent of coverage provided and to confirm all limits, terms, conditions and exclusions. In the event of any error in the description of the coverage, explicit or implied, or any discrepancy whatsoever between the insurance coverage referred to herein and the policy documents, the latter shall prevail. The Owner or its directors, officers, employees or agents are not responsible for any error, omission or misstatement of any nature arising out of or contained in this GC 11.1.

GC 11.2 CONTRACT SECURITY

Delete GC 11.2.1 and replace with the following:

- 11.2.1 The Contractor shall, prior to commencement of the Work, purchase, provide and maintain:
- (a) Performance Bonds being no less than fifty percent (50%) of the contract amount, and,
 - (b) Labour and Material Payment Bonds being no less than fifty percent (50%) of the of the contract amount.

Delete GC 11.2.2 and replace with the following:

- 11.2.2 Such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the province or territory or Place of the Project and shall be maintained in good-standing until the fulfilment of the Contract. All such bonds shall be in a form acceptable to and approved by the Owner and His Majesty and both the Owner and His Majesty shall be named as obligees pursuant to such bonds or such bonds shall, with the consent of the bonding company, be validly assigned to the Owner and His Majesty.

The language in the Multiple Obligee Rider form must conform to the example in Attachment C, in wording and form.

GC 12.1 INDEMNIFICATION

Delete GC 12.1.1 and replace with the following:

12.1.1 The Contractor shall indemnify and hold harmless His Majesty, the Owner and Consultant, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings (herein called "claims") by third parties that arise out of, or are attributable to the Contractor's performance of the Contract provided such claims are:

- .1 attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property; and
- .2 caused by negligent acts or omissions of the Contractor or those directly employed or engaged by the Contractor and for whose acts the Contractor may be liable;
- .3 made in writing within a period of six (6) years from the date of Substantial Performance of the Work as set out in the certificate of Substantial Performance of the Work, or within such shorter period as may be prescribed by any limitation statute of the province or territory of the Place of the Work.

The Owner expressly waives the right to indemnify for claims other than those stated above.

Modify GC 12.1.2 as follows:

12.1.2 Delete \$2,000,000.00 and replace with \$5,000,000.00.

GC 12.2 WAIVER OF CLAIMS

Delete GC 12.2.1, GC 12.2.2 and GC 12.2.3.

Add as Part 13:

PART 13 - ACCELERATION OF THE WORK

13.1 The Owner may, at any time, give written direction to the Contractor for the Contractor to accelerate the Work in which the Contractor shall use their reasonable best efforts which may include hiring additional labour and equipment and/or working additional hours except where to proceed with the Work more quickly. If at the time of such direction by the Owner:

- (i) The Contractor is behind the construction schedule due to a cause within the control of the Contractor, then the cost of such acceleration shall be borne by the Contractor;
- (ii) the Contractor is not behind the construction schedule or is not behind due to a cause within the Contractor's control, then the cost of such acceleration shall be for the account of the Owner.

Add as Part 14:

PART 14 - SEVERABILITY

14.1.1 Any provision of this Contract which is found to be illegal, invalid, void, prohibited or unenforceable will be:

- (a) Separate and severable from this Contract; and
- (b) Ineffective to the extent of such illegality, invalidity, avoidance, prohibition or unenforceability,

without affecting any of the remaining provisions of this Contract which will remain in force, be binding upon the parties and be enforceable to the full extent of the law.

END OF SECTION

APPENDIX "A" to Tender Form
Project Number: 6784
Tender
Submitted by: _____

LIST OF TENDER DOCUMENTS

The following is the list of the Tender Documents Referred to in the Tender for the above named Project.

Section Number	Section Title	No. of Pages
00 01 10	Table of Contents	1
DIVISION 01	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	7
01 13 00	Measurement For Payment	5
01 14 00	Work Restrictions	3
01 31 19	Project Meetings	4
01 32 16.07	Construction Progress Schedule – Bar (GANNT) Chart	4
01 33 00	Submittal Procedures	6
01 35 13.13	Special Procedure for Airport Facilities	4
01 35 43	Environmental Procedures	6
01 45 00	Quality Control	4
01 52 00	Construction Facilities	5
01 56 00	Temporary Barriers, and Enclosures	2
01 61 00	Common Product Requirements	6
01 71 00	Examination and Preparation	4
01 74 11	Cleaning	4
01 78 00	Closeout Submittals	8
DIVISION 02	EXISTING CONDITIONS	
02 41 13	Selective Site Demolition	8
02 41 13.14	Asphalt Paving Removal	2
DIVISION 03	CONCRETE	
03 10 00	Concrete Forming and Accessories	5
03 20 00	Concrete Reinforcing	5
03 30 20	Sawcutting and Sealing of Airfield Panel Joints	3
DIVISION 32	EXTERIOR IMPROVEMENTS	
32 01 18	Routing and Sealing Pavement Cracks	4
32 13 13	Concrete Paving	33

-
- | | |
|---------------------|---|
| ATTACHMENT A | Plan of Construction Operations (bound separately) |
| ATTACHMENT B | Drawings (bound separately) |
| ATTACHMENT C | Multiple Obligee Rider |

Drawings List - Bound Separately:

G-000 - COVER SHEET

G-100 – PLAN OF CONSTRUCTION OPERATIONS OVERVIEW

G-101 – PLAN OF CONSTRUCTION OPERATIONS – STAGE 1 STAND 6 CLOSURE DETAILS

G-102 – PLAN OF CONSTRUCTION OPERATIONS – STAGE 2 JOINT SEALING

C-111 – APRON IV WEST JOINT SEALING REPLACEMENT PLAN – 2024

C-211 – STAND 6 PAVING PLAN 2024

C-311 – CIVIL DETAILS 2024

C-411 – PAINT MARKING DETAILS 2024



APPENDIX "B" to Tender Form
Project Number: 6784

Tender Submitted by: _____

LIST OF SUBCONTRACTORS

The following are the Subcontractors we propose to use for the Divisions or Sections of Work listed hereunder.

(If not used, bar and initial the space below)

Division or Section of Work	Name of Subcontractor
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APPENDIX "C" to Tender Form
Project Number: 6784

Tender Submitted by: _____

Schedule of Contract Unit Prices

APRON IV JOINT SEALING REPLACEMENT 2024
AT THE
VICTORIA INTERNATIONAL AIRPORT, SIDNEY, BC

Project Number: 6784

Supply and install all material, labour, restoration, insurance, equipment, barricades, delineators, temporary access facilities, permits, survey layout and supervision including mobilization and demobilization to provide a properly sealed and painted East Apron IV as depicted on the plans, specifications and contract documents.

1.0	General Civil Construction Items	Unit	Est. Quant.	Unit Price	Total Cost
1.1	Mob / Demob / Temporary Facilities / Barricades / Survey / Quality control	LS	1		
Sub-total Section 1.0					
2.0	West Apron Joint Sealant Replacement	Unit	Est. Quant.	Unit Price	Total Cost
2.1	Remove / dispose existing joint sealant in PCC/PCC panels, widen existing joints where applicable, clean, supply and install backer rod and Silicone joint sealant	lm	3,100		
2.2	PROVISIONAL - Remove / dispose existing PCC/HMAC joint sealant, widen existing joints where applicable, clean, supply and install Hot Pour joint sealant (no backer rod)	lm	100		
2.3	PROVISIONAL - Remove / dispose existing HMAC/HMAC joint sealant,	lm	735		

Apron IV Joint Sealing
APPENDICES TO TENDER FORM
Victoria International Airport



	widen existing joints where applicable, clean, supply and install Hot Pour joint sealant (no backer rod)				
Sub-total Section 2.0					
3.0	Stand 6 Infill	Unit	Est. Quant.	Unit Price	Total Cost
3.1	Sawcut Full Depth HMAC perimeter of Stand 6	lm	150		
3.2	Remove & Dispose Existing Asphalt and Concrete to specified depth (min 100mm)	m2	225		
3.3	Supply & Install Concrete overlay, complete with 150x150 wire mesh	m2	225		
3.4	Sawcut, supply and install backer rod and Silicone joint sealant	lm	120		
PROVISIONAL – ADDITIONAL PANELS O17, O19 AND Q19					
3.5	Remove & Dispose Existing Asphalt and Concrete to specified depth (min 100mm)	m2	120		
3.6	Supply & Install Concrete overlay, complete with 150x150 wire mesh	m2	120		
Sub-total Section 3.0					
4.0	Concrete Repairs	Unit	Est. Quant.	Unit Price	Total Cost
4.1	PROVISIONAL - Concrete Edge / Corner Spall Repairs	m2	3		
4.2	PROVISIONAL - Concrete Crack Repairs	lm	18		
4.3	PROVISIONAL - Rout & Seal Cracks in PCC	lm	30		
Sub-total Section 4.0					

SUBTOTAL (Items 1.0, 2.0, 3.0 & 4.0)	
TAXES (GST)	
TOTAL (WITH TAXES)	



APPENDIX "D" to Tender Form

Project Number: 6784

**Tender
Submitted by:** _____

CONTRACTOR'S QUALIFICATIONS

The Contractor states that the following is a true account of its qualifications and experience on Work similar to the Work in this project.

**Construction
Project**

Year

Cost

**Consulting
Engineer**

APPENDIX "E" to Tender Form
Project Number: 6784

Tender
Submitted by: _____

EQUIPMENT AND PERSONNEL STATEMENT

1. Personnel Work Classification Hourly Charge Out Rate* Hourly Standby Rate**
By Trade

2. Equipment Hourly Charge Out Rate* Hourly Standby Rate**

* To be used for force account work.
All rates to be all-inclusive.

** To be used for standby time if other than total crew as tendered in the List of Unit Prices.



APPENDIX "F" to Tender Form
Project Number: 6784

Tender Submitted by: _____

PRELIMINARY CONSTRUCTION SCHEDULE

The Preliminary Construction Schedule should be presented as a bar chart with major tasks and time allotted.

Schedules created using third party software will be accepted.

MILESTONE DATES:	Substantial Completion by July 31, 2024						
ACTIVITY	CONSTRUCTION SCHEDULE (WEEKS)						
	1	2	3	4	5	6	7