

To All Tenderers:

Apron IV Joint Sealing Replacement - 2024

This Addendum forms part of the Contract Documents and amends the original Drawings and Specifications as noted. This Addendum contains a total of 1 page plus enclosures. Please EMAIL confirmation that you have received this Addendum to Alex Evans at Alex.Evans@tetrattech.com

TENDER QUESTIONS & CLARIFICATIONS

N/A

TENDER DOCUMENT REVISIONS

Section 00 200 – Instructions to Tenderers

Part 3 – Inspection of the Place of the Work and Enquiry as to Work, REVISE the pre-tender site visit information to the following:

The Tenderer acknowledges that a pre-tender site visit will be held on **Tuesday, April 23, 2024 at 1:00 pm Local Time at the small boardroom in the Airport Terminal Building (ATB)** 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.

TENDER DRAWING REVISIONS

N/A

PLAN OF CONSTRUCTION OPERATIONS (PCO) REVISION

N/A

All Tenderers shall acknowledge receipt and acceptance of this addendum by showing Addendum 1 on the space provided on page 1 of the tender form. Tenders submitted without this addendum will be deemed incomplete and will not be considered.

Enclosures

- **Updated Section 00 200 – Instructions to Tenderers**

END OF ADDENDUM NO. 1

Updated Section 00 200 – Instructions to Tenderers

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 **Tuesday, April 23, 2024 at 1:00 pm Local Time at the small boardroom in the Airport Terminal Building (ATB)** 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