

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**800 Burrard Street, 2nd floor**  
**800, rue Burrard, 2e étage**  
**Vancouver**  
**British Columbia**  
**V6Z 0B9**  
**Bid Fax: (604) 775-9381**

**INVITATION TO TENDER**  
**APPEL D'OFFRES**

**Tender To: Public Works and Government Services  
Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada -  
Pacific Region  
800 Burrard Street, 12th floor  
800, rue Burrard, 12e étage  
Vancouver  
British C  
V6Z 0B9

<b>Title - Sujet</b> Iron Creek Building Remediation	
<b>Solicitation No. - N° de l'invitation</b> EZ899-140018/A	<b>Date</b> 2013-04-23
<b>Client Reference No. - N° de référence du client</b>	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWY-026-6981
<b>File No. - N° de dossier</b> PWY-3-36010 (026)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-05-13</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Liu (PWY), Patty	<b>Buyer Id - Id de l'acheteur</b> pwy026
<b>Telephone No. - N° de téléphone</b> (604) 775-6227 ( )	<b>FAX No. - N° de FAX</b> (604) 775-6633
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGSC - Iron Creek, Yukon	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **INVITATION TO TENDER**

### **IMPORTANT NOTICE TO BIDDERS**

#### **TWO-ENVELOPE BID**

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI05 of the Special Instructions to Bidders.

#### **INSURANCE TERMS**

The Insurance Terms for this solicitation are amended. Refer to the Supplementary Conditions.

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### GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T (2013-01-28)

The following GI's are included by reference and are available at the following Web Site

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

GI01	Code of Conduct and Certification - Bid
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BA08 Signature

**APPENDIX 1 - COMBINED PRICE FORM**

**APPENDIX 2 - QUALIFICATIONS FORM**

**APPENDIX 3 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER**

## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) intends to retain a Contractor to provide construction services for the project as set out in this Invitation to tender (ITT).
2. Bidders responding to this ITT are requested to submit a full and complete quotation (refer to SI05 'Submission of Bid'). The bid will cover not only the qualifications, experience and organization of the Bidder (Envelope 1 - Qualifications), but also the pricing and terms offered (Envelope 2 - Price).

### SI02 BID DOCUMENTS

1. The following are the bid documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders
  - c. General Instructions to Bidders [R2710T] (2013-01-28)
  - d. Clauses & Conditions identified in "contract documents"
  - e. Specifications and Drawings
  - f. Any amendments issued prior to bid closing
  - g. Bid and Acceptance Form and related Appendice(s)
2. General Instructions to Bidders is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
  
[http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manua](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)  
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### SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI16 of R2710T, of the General Instructions to Bidders, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

### SI04 MANDATORY SITE VISIT

There will be a **MANDATORY** site visit on Thursday, May 2, 2013 at 10:30am. Interested bidders are to meet at the Iron Creek Maintenance Camp, Kilometre 922 on the Alaska Highway, YT - meet at western site boundary, north of trailers (shown on drawings).

Interested bidders are responsible for making their own travel arrangements.

Interested bidders should wear personal protective equipment (such as: hardhat, high visibility vest, work boots) to the site visit.

Interested bidders who intend on attending the site visit are to provide their name(s) and company name(s) to Patty Liu at Patty.Liu@pwgsc.gc.ca no later than 24 hours prior to the site visit.

The site visit for this project is **MANDATORY**. The representative of the bidder will be required to sign the Site Visit Attendance Sheet at the site visit. Bids submitted by Bidders who have not signed the attendance sheet will not be accepted.

## **SI05 SUBMISSION OF BID**

**Section G110 of R2710T is replaced by the following:**

1. The bid shall be submitted following a "two-envelope" procedure in which the Bidder submits the Qualifications Form and any required associated document(s) in envelope 1 and the Bid and Acceptance Form and any required associated document(s) in a envelope 2. Both envelopes shall be enclosed and sealed together in a third envelope, the bid envelope. . All envelopes are to be provided by the Bidder.
2. The bid envelope shall be addressed and submitted to the office designated on the Front Page "Invitation to Tender" for the receipt of the bids. The bid must be received on or before the date and time set for solicitation closing. Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
  - a. Solicitation Number;
  - b. Name of Bidder;
  - c. Return address; and
  - d. Closing Date and Time.
3. The Qualifications Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
  - a. ENVELOPE 1 - QUALIFICATIONS;
  - b. Solicitation Number; and
  - c. Name of Bidder.
4. The Bid and Acceptance Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
  - a. ENVELOPE 2 - PRICE;
  - b. Solicitation Number; and
  - c. Name of Bidder.

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The bid shall be in Canadian currency. Exchange rate fluctuation protection is not offered. Any request for exchange rate fluctuation protection shall not be considered.

5. Timely and correct delivery of bids is the sole responsibility of the Bidder.

**SI06 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI11 of R2710D of the General Instructions to Bidders. The facsimile number for receipt of revisions is (604) 775-9381.

**SI07 OPENING OF BIDS / EVALUATION**

1. There will be no public opening at bid deposit time. A list of bidders that deposited their tenders will be read out loud
2. Envelope 1 - Qualifications - will be opened in private : this envelope will be opened first to evaluate the submittal requirements. Requirements will be evaluated on a Pass or Fail basis. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. Envelope 2 will be returned unopened to the bidder.
3. A date will be established for envelope 2 opening - Price - the bidders that passed the qualification stage will be invited.
4. Envelope 2 - Price: Only those envelopes from Bidder's that meet the mandatory requirements of the Qualifications shall be opened. Envelope 2 submittals will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
5. The responsive bid carrying the lowest price will be recommended for contract award.

**SI08 INSUFFICIENT FUNDING**

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
- c. negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

**SI09 DEBRIEFINGS**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

**SI10 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1) of SI10 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1) of SI10 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI12 of R2710T "General Instructions to Bidders".

## SI11 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of (2) two will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

## SI12 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

Contracts Canada (Buy and Sell) <https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>

Canadian economic sanctions

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

Labour and Material Payment Bond (form PWGSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Certificate of Insurance (form PWGSC-TPSGC 357)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

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Standard Acquisition Clauses and Conditions (SACC) Manual

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Schedules of Wage Rates for Federal Construction Contracts

[http://www.rhdcc-hrsc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)

PWGSC, Industrial Security Services

[Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html)

PWGSC, Code of Conduct and Certifications

[Http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html](http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html)

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

[Http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf)

## SUPPLEMENTARY CONDITIONS (SC)

### SC01 INSURANCE TERMS

#### 1 - R2900D GC10 - Insurance (2008-05-12)

##### GC10.1 (2008-05-12) Insurance Contracts

- (1) The contractor shall, at the contractor's expense, obtain and maintain insurance contracts in respect of the work and shall provide evidence thereof to Canada in accordance with the requirements of the "Insurance Terms".
- (2) The insurance contracts referred to in paragraph 1) of GC10.1 shall
  - (a) be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in "Insurance Terms"; and
  - (b) provide for the payment of claims under such insurance contracts in accordance with GC10.2, "Insurance Proceeds".

##### GC10.2 (2008-05-12) Insurance Proceeds

- (1) In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance contract maintained by the contractor pursuant to GC10.1, "Insurance Contracts", the proceeds of the claim shall be paid directly to Canada, and
  - (a) the monies so paid shall be held by Canada for the purposes of the contract, or
  - (b) if Canada elects, shall be retained by Canada, in which event they vest in Canada absolutely.
- (2) In the case of a claim payable under a General Liability insurance contract maintained by the contractor pursuant to GC10.1, "Insurance Contracts", the proceeds of the claim shall be paid by the insurer directly to the claimant.
- (3) If an election is made pursuant to paragraph 1) of GC10.2, Canada may cause an audit to be made of the accounts of the contractor and of Canada in respect of the part of the work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between
  - (a) the aggregate of the amount of the loss or damage suffered or sustained by Canada, including any costs incurred in respect of the clearing and cleaning of the work and any other amount that is payable by the contractor to Canada under the contract, its site and minus any monies retained pursuant to subparagraph 1)(b) of GC10.2; and
  - (b) the aggregate of the amounts payable by Canada to the contractor pursuant to the contract up to the date of the loss or damage.
- (4) A difference that is established pursuant to paragraph 3 of GC10.2 shall be paid forthwith by the party who is determined by the audit to be the debtor to the party who is determined by the audit to be the creditor.
- (5) When payment of a deficiency has been made pursuant to paragraph 4) of GC10.2, all rights and obligations of Canada and the contractor under the contract shall, with respect only to the part of the work that was the subject of the audit referred to in paragraph 3 of GC10.2, be deemed to have been expended and discharged.

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- (6) If an election is not made pursuant to subparagraph 1)(b) of GC10.2, the contractor shall, subject to paragraph 7) of GC10.2, clear and clean the work and its site and restore and replace the part of the work that was lost, damaged or destroyed at the contractor's expense as if that part of the work had not yet been performed.
- (7) When the contractor clears and cleans the work and its site and restores and replaces the work referred to in paragraph 6) of GC10.2, Canada shall pay the contractor out of the monies referred to in paragraph 1) of GC10.2 so far as they will thereunto extend.
- (8) Subject to paragraph 7) of GC10.2, payment by Canada pursuant to paragraph 7) of GC10.2 shall be made in accordance with the contract but the amount of each payment shall be 100 percent of the amount claimed notwithstanding subparagraphs 3)(a) and 3)(b) of GC5.4, "Progress Payment".

## **2 - R2910D Insurance Terms (2008-12-12) IT1 and IT2**

### **IT1 (2008-12-12) General**

#### **IT1.1 Proof of Insurance**

- (1) Before commencement of the Work, and within thirty (30) days after acceptance of its bid, the Contractor shall deposit with Canada a Certificate of Insurance Form 357, available on Public Works and Government Services Canada Web site.
- (2) Upon request by Canada, the Contractor shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.
- (3) The insurance policies shall be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

#### **IT1.2 Payment of Deductible**

- (1) The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Contractor.

### **IT2 (2008-05-12) Commercial General Liability**

#### **IT2.1 Scope of Policy**

- (1) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have:
  - (a) an Each Occurrence Limit of not less than \$5,000,000;
  - (b) a Products/Completed Operations Aggregate Limit of not less than \$5,000,000; and
  - (c) a General Aggregate Limit of not be less than \$10,000,000 per policy year, if the policy is subject to such a limit.
- (2) The policy shall either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:
  - (a) Blasting.
  - (b) Pile driving and caisson work.
  - (c) Underpinning.
  - (d) Removal or weakening of support of any building or land whether such support be natural or otherwise if the work is performed by the insured contractor.

## IT2.2 Insured

(1) The policy shall insure the Contractor and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services Canada as an additional Insured, with respect to liability arising out of the operations of the contractor with regard to the work.

## IT2.3 Period of Insurance

(1) Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein shall be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion except that the coverage for Completed Operations Liability shall, in any event, be maintained for a period of at least six (6) years beyond the date of the Certificate of Substantial Performance.

## 3 - G1001C Insurance Requirements (2008-05-12)

The Contractor must comply with the insurance requirements specified in SC01 Insurance Terms. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 4 - G2040C Environmental Impairment Liability Insurance (2008-05-12) (a),(b),(c),(d).

### Type 1: "Pollution Legal Liability - Fixed Site Coverage"

The Contractor must obtain Type 1: "Pollution Legal Liability - Fixed Site Coverage" insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.

If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

The Type 1: "Pollution Legal Liability - Fixed Site Coverage" policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

(b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

### **Type 2: "Contractors Pollution Liability"**

The Contractor must obtain Type 2: "Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.

If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

The Type 2: "Contractors Pollution Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions

### **5 - G2020C Automobile Liability Insurance (2008-05-12) (a),(b),(c),(d).**

- (1) The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- (2) The policy must include the following:
  - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - (b) Accident Benefits - all jurisdictional statutes
  - (c) Uninsured Motorist Protection
  - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

## CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:

- a. Contract page when signed by Canada;
- b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions:
 

GC1 General Provisions	R2810D	(2012-11-19)
GC2 Administration of the Contract	R2820D	(2012-07-16);
GC3 Execution and Control of the Work	R2830D	(2010-01-11);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2010-01-11);
GC6 Delays and Changes in the Work	R2860D	(2012-07-16);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2880D	(2012-07-16);
GC9 Contract Security	R2890D	(2012-07-16);
GC10 Insurance	R2900D	(2008-05-12);
Supplementary Conditions;		
<u>As per SC01 - Insurance Terms</u>		
Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2012-07-16);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
Schedules of Wage Rates for Federal Construction Contracts;		
- e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site  
[buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)

3. Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:  
[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml).

4. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

**BID AND ACCEPTANCE FORM (BA)****BA01 IDENTIFICATION**

Iron Creek Building Remediation  
Iron Creek, Yukon Territory

**BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

**BA03 THE OFFER**

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1.**

**BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of [30] days following the date of solicitation closing.

**BA05 ACCEPTANCE AND CONTRACT**

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents referred to in CONTRACT DOCUMENTS (CD).

**BA06 CONSTRUCTION TIME**

All work is to be completed before September 15, 2013.

**BA07 BID SECURITY**

The Bidder is enclosing bid security with its bid in accordance with GI09 of the R2710T General Instructions to Bidders<BID SECURITY REQUIREMENTS>.

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**BA08 SIGNATURE**

I/we have the authority to bind the Corporation/Partnership

---

Name and title of person authorized to sign on behalf of Bidder (Type or print)

---

Signature

---

Date

## APPENDIX 1 - COMBINED PRICE FORM

1. The prices per unit shall govern in establishing the total extended amount. Any arithmetical errors in this Appendix will be corrected by Canada
2. Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

### UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- a. Work included in each item is as described in the referenced specification section.
- b. The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

Item	Specification Section(s)	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Estimated amount (EQ x PU) GST / HST extra
1	31 23 33.01	Pre-Mobilization Submittals	Lump Sum	1		
2	31 23 33.01	Mobilization	Lump Sum	1		
3	31 23 33.01	Demobilization	Lump Sum	1		
4	31 23 33.01	Site Facilities Provision	Lump Sum	1		
5	31 23 33.01	Site Facilities Operation	Day	90		
6	31 23 33.01	Standby	Day	5		
7	31 23 33.01	Site Preparation	Lump Sum	1		
8	31 23 33.01	Site Closure	Lump Sum	1		
9	31 23 33.01	Close Out Submittals and As-built Documents	Lump Sum	1		
10	G1020	Maintenance Garage Utility Relocation Including, but not limited to the following (see Specification Sections for details): Design-build plan, utility disconnection, utility relocation, utility	Lump Sum	1		

Item	Specification Section(s)	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Estimated amount (EQ x PU) GST / HST extra
		re-connection, materials and any permits required.				
11	A1010 G1020 D2030	Maintenance Garage Building Relocation Including, but not limited to the following (see Specification Sections for details): Design-build plan, preparation, grading, building hazmat inspection, concrete foundation, drainage and associated piping, concrete and other material disposal.	Lump Sum	1		
12	02 61 00.01 31 23 33.01	Biocell Preparation Including, but not limited to the following (see Specification Sections for details): Repair and preparation of Biocell and 10 m of chain link fencing.	Lump Sum	1		
13	01 35 13.43 02 61 00.01 31 23 33.01	Water Treatment Facility Provision	Lump Sum	1		
14	01 35 13.43 02 61 00.01 31 23 33.01	Water Treatment Facility Operation Including, but not limited to the following (see Specification Sections for details): dewatering, treating of screened overs wash water, and operation and maintenance of the system. Includes cost for holding tanks that might be required while waiting on analytical results.	Day	15		

Item	Specification Section(s)	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Estimated amount (EQ x PU) GST / HST extra
		Analytical turn around time (TAT) includes 4 days for collection, shipping and tabulation of data and an additional 3 work days (Monday-Friday, excluding statutory holidays) for laboratory analysis.				
15	01 35 13.43	Non-Aqueous Phase Liquid (NAPL) Disposal Including, but not limited to the following (see Specification Sections for details): collection and drummed (205 L closed-lid drum) for offsite disposal.	Drum	3		
16	01 52 00 01 56 00 02 61 00.01 31 23 33.01	Overburden Soil Excavation Including, but not limited to the following (see Specification Sections for details): Excavation of clean overburden, onsite transport, and stockpiling in temporary stockpile management area. Cost includes excavator time and time to manage stockpiled soil. This includes all equipment, manpower and material necessary to support and/or work around all above and underground existing utilities. This cost will include any	m3	7,203		

Item	Specification Section(s)	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Estimated amount (EQ x PU) GST / HST extra
		geotechnical engineering cost.				
17	01 52 00 01 56 00 02 61 00.01 31 23 33.01	Soil Excavation and Screening Including, but not limited to the following (see Specification Sections for details): Excavation of hydrocarbon-impacted soil, screening with a 19mm (3/4") screen, transport of screened material to the Biocell for placement in 50 m3 stockpiles for sampling and characterization, stockpiling of screened 19mm (3/4") overs, washing of screened overs, management area placed on and covered with polyethylene sheeting. Includes excavator time and trucking cost, assisting with collection of confirmatory soil samples where necessary and appropriate time to manage soil inside Biocell and at the stockpile management area. Contractors will not be paid for standby time associated analytical turn around time (TAT). Analytical TAT includes 4 days for collection, shipping and tabulation of data and an additional 3 work days	m3	2,812		

Item	Specification Section(s)	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Estimated amount (EQ x PU) GST / HST extra
		(Monday-Friday, excluding statutory holidays) for laboratory analysis. This includes all equipment, manpower and material necessary to support and/or work around all above and underground existing utilities. This cost will include any geotechnical engineering cost.				
18	01 52 00 01 56 00 02 61 00.01 31 23 33.01	Soil Excavation (no screening) Including, but not limited to the following (see Specification Sections for details): Excavation of hydrocarbon-impacted soil (no screening) and transport to the Biocell for placement in layers no more than 0.5 m thick. Includes excavator time and trucking cost, assisting with collection of confirmatory soil samples where necessary and appropriate time to manage soil inside Biocell. Contractors will not be paid for standby time associated with analytical TAT. Analytical TAT includes 4 days for collection, shipping and tabulation of data and an additional 3	m3	1,267		

Item	Specification Section(s)	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Estimated amount (EQ x PU) GST / HST extra
		work days (Monday-Friday, excluding statutory holidays) for laboratory analysis. This includes all equipment, manpower and material necessary to support and/or work around all above and underground existing utilities. This cost will include any geotechnical engineering cost.				
19	02 61 00.01 31 23 33.01	Soil Excavation and Screening of Soil for Offsite Disposal Including, but not limited to the following (see Specification Sections for details): Excavation and screening with a 19mm (3/4") screen, and stockpiling of screened soil in stockpile management area prior to offsite disposal.	m3	176		
20	02 61 00.01 31 23 33.01	Soil Disposal - Yukon CSR IL+ Metals (no Hydrocarbon data) Including, but not limited to the following (see Specification Sections for details): Temporary storage onsite while undergoing hydrocarbon characterization, loading, transport, and offsite disposal of	Tonnes	20		

Item	Specification Section(s)	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Estimated amount (EQ x PU) GST / HST extra
		screened contaminated soil.				
21	02 61 00.01 31 23 33.01	Soil Disposal - Yukon CSR IL+ Metals, Yukon CSR IL+ Hydrocarbons Including, but not limited to the following (see Specification Sections for details): Loading, transport, and offsite disposal of screened contaminated soil.	Tonnes	106		
22	02 61 00.01 31 23 33.01	Soil Disposal - Yukon CSR RL- Metals, CCME RL+ Metals, Yukon CSR RL- Hydrocarbons Including, but not limited to the following (see Specification Sections for details): Loading, transport, and offsite disposal of contaminated soil.	Tonnes	106		
23	02 61 00.01 31 23 33.01	Soil Excavation and Disposal (not Screened) - Yukon CSR IL+ Metals (no Hydrocarbon data) Including, but not limited to the following (see Specification Sections for details): Temporary storage onsite while undergoing hydrocarbon characterization, loading, transport, and offsite disposal of contaminated soil.	Tonnes	124		

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Item	Specification Section(s)	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Estimated amount (EQ x PU) GST / HST extra
24	02 61 00.01 31 23 33.01	Backfilling With Clean Overburden and Screened Overs Including, but not limited to the following (see Specification Sections for details): Loading, transport, placement, and compaction in lifts (as specified by a geotechnical engineer) of clean overburden material and screened 19mm (3/4") overs from the stockpile management area to the excavation. This cost will include any geotechnical inspection cost. Includes addition of water as required to meet geotechnical compaction requirements. Note: no water available on site.	m3	8,219		

Item	Specification Section(s)	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Estimated amount (EQ x PU) GST / HST extra
25	01 52 00 02 61 00.01 31 23 33.01	Backfilling With Pit Run Material Including, but not limited to the following (see Specification Sections for details): Loading, transport, placement and compaction in lifts (as specified by a geotechnical engineer) of pit-run sand and gravel from the PWGSC pit located approximately 500 m west of the site. This cost must include round-trip transportation from the excavation to the source pit and back. This cost must also include the equipment and time required to load the pit run material into trucks for transportation. This cost will include any geotechnical inspection cost. Includes addition of water as required to meet geotechnical compaction requirements. Note: no water available on site.	m3	3,301		

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Item	Specification Section(s)	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Estimated amount (EQ x PU) GST / HST extra
26	02 61 00.01 31 23 33.01	Biocell Fertilizer Addition and Till / Turn Process Including, but not limited to the following (see Specification Sections for details): Purchase, transport and addition of 2:1:1 fertilizer to Biocell soils, includes soil turning/tilling and addition of water as necessary.	Lump Sum	1		
27	02 61 00.01 31 23 33.01	Biocell Cover Including, but not limited to the following (see Specification Sections for details): Purchase, transport, placement and securing of a 15-mil minimum woven Polyethylene UV and hydrocarbon resistant Biocell cover with welded seams.	m2	3,600		
<b>TOTAL BID AMOUNT</b> Excluding GST / HST						

## APPENDIX 2 - QUALIFICATIONS FORM

Using the provided forms or using a reasonable copy of the provided forms on a separate page or pages, provide a response to each of the following requirements. Forms are to be completed by the reference and submitted by the Bidder as part of the bid. References must have no affiliation with the Bidder.

All qualifications requirements and information requirements are mandatory.

The evidence provided by the Bidder may be verified by Canada. Failure by the Bidder to provide the required evidence or in the event that the evidence cannot be verified shall result in the Bidder being disqualified and no further consideration will be given to the Bidder.

Canada reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided. In the event the information cannot be verified or the service is found to be unsatisfactory shall result in the bid being considered non-responsive and no further consideration will be given to the Bidder.

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## **QUALIFICATIONS FORM - MANDATORY REQUIREMENTS**

**Description of the Work:**        **Iron Creek, YT**  
   **Iron Creek Building Remediation**

**Solicitation Number:**   **EZ899-140018/A**

**Project Number:**        **R.018389.001**

### **(1) Bidder's Experience for Remediation Projects**

Identify one (1) contaminated sites remediation projects completed by the Bidder within the last five (5) years that cost \$1 million or greater. Cost means the purpose of the project and the majority of the cost must be directly attributable to contaminated sites remediation.

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## **QUALIFICATIONS FORM - MANDATORY REQUIREMENTS**

**Description of the Work:**        **Iron Creek, YT**  
   **Iron Creek Building Remediation**

**Solicitation Number:**   **EZ899-140018/A**

**Project Number:**        **R.018389.001**

### **(2) Superintendent's Experience for Remediation Projects**

Identify one (1) contaminated sites remediation projects completed by the Superintendent within the last 5 years that were in a northern or remote location. Northern means north of 54° North Latitude; remote means more than 100 km from a population center of 5,000 individuals.

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## **QUALIFICATIONS FORM - MANDATORY REQUIREMENTS**

**Description of the Work:**        **Iron Creek, YT**  
   **Iron Creek Building Remediation**

**Solicitation Number:**   **EZ899-140018/A**

**Project Number:**        **R.018389.001**

### **(3) Bidder's or Bidder's Sub-contractor's Experience for Building Relocation Projects**

Identify a building relocation project completed by the Bidder or the Bidder's Sub-contractor within the last five (5) years, where the building was a minimum of 200m<sup>2</sup> in size. Size means the footprint of the building as moved.

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## **QUALIFICATIONS FORM - MANDATORY REQUIREMENTS**

**Description of the Work:**        **Iron Creek, YT**  
   **Iron Creek Building Remediation**

**Solicitation Number:**   **EZ899-140018/A**

**Project Number:**        **R.018389.001**

### **(1) Bidder's Experience for Remediation Projects, Project #1 Reference**

Identify one (1) contaminated sites remediation projects completed by the Bidder within the last five (5) years that cost \$1 million or greater. Cost means the purpose of the project and the majority of the cost must be directly attributable to contaminated sites remediation.

**Project Name:**

**Dates Work was performed:**

**Contractor's Name:**

**Remediation Work Cost:**

**Reference Company Name:**

**Reference Name:**

**Reference Address:**

**Reference Telephone Number:**

**Reference Signature:**

**Date:**

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## **QUALIFICATIONS FORM - MANDATORY REQUIREMENTS**

**Description of the Work:**        **Iron Creek, YT**  
   **Iron Creek Building Remediation**

**Solicitation Number:**   **EZ899-140018/A**

**Project Number:**        **R.018389.001**

### **(2) Superintendent's Experience for Remediation Projects, Project #1 Reference**

Identify one (1) contaminated sites remediation projects completed by the Superintendent within the last 5 years that were in a northern or remote location. Northern means north of 54° North Latitude; remote means more than 100 km from a population center of 5,000 individuals.

**Project Name:**

**Dates Work was performed:**

**Superintendent's Name:**

**Remediation Work Cost:**

**Reference Company Name:**

**Reference Name:**

**Reference Address:**

**Reference Telephone Number:**

**Reference Signature:**

**Date:**

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## **QUALIFICATIONS FORM - MANDATORY REQUIREMENTS**

**Description of the Work:**        **Iron Creek, YT**  
   **Iron Creek Building Remediation**

**Solicitation Number:**   **EZ899-140018/A**

**Project Number:**        **R.018389.001**

### **(3) Bidder's or Bidder's Sub-contractor's Experience for Building Relocation Projects**

Identify a building relocation project completed by the Bidder or the Bidder's Sub-contractor within the last five (5) years, where the building was a minimum of 200m<sup>2</sup> in size. Size means the footprint of the building as moved.

**Project Name:**

**Dates Work was performed:**

**Contractor's Name:**

**Building Relocation Work Location:**

**Reference Company Name:**

**Reference Name:**

**Reference Address:**

**Reference Telephone Number:**

**Reference Signature:**

**Date:**

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## **APPENDIX 3 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER**

### ***NOTE TO BIDDERS***

***WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

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**NOTE TO TENDERERS:** Use the mailing label below and affix it securely to the outside of the envelope or package containing your tender. For revisions to tenders submitted by facsimile (fax # (604) 775-9381), use this sheet as the cover sheet. Always ensure your company name, return address, tender number and closing date appear legibly on the outside of your bid submission.

**REAL PROPERTY CONTRACTING  
Public Works & Government Services Canada  
Room 219 - 800 Burrard Street  
Vancouver, B.C. V6Z 0B9**

**Requisition No.:** EZ899-140018/A  
**Tender Closing Date & Time:** 13 May 2013 @ 1400 P.S.T.  
**Project Description:** Iron Creek Building Remediation  
Iron Creek, Yukon Territory

**ENVELOPE 1 - QUALIFICATIONS**

**PL**

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Client Ref. No. - N° de réf. du client

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CCC No./N° CCC - FMS No/ N° VME

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**REAL PROPERTY CONTRACTING  
Public Works & Government Services Canada  
Room 219 - 800 Burrard Street  
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**Requisition No.:** EZ899-140018/A  
**Tender Closing Date & Time:** 13 May 2013 @ 1400 P.S.T.  
**Project Description:** Iron Creek Building Remediation  
Iron Creek, Yukon Territory

**ENVELOPE 2 - PRICE**

**PL**