

**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> Steamboat BST Upgrade	
<b>Solicitation No. - N° de l'invitation</b> EZ899-140046/A	<b>Date</b> 2013-04-26
<b>Client Reference No. - N° de référence du client</b>	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWY-025-6984
<b>File No. - N° de dossier</b> PWY-3-36012 (025)	<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 2013-05-14</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> Fung, Donna(PWY)	<b>Buyer Id - Id de l'acheteur</b> pwy025
<b>Telephone No. - N° de téléphone</b> (604) 666-9835 ( )	<b>FAX No. - N° de FAX</b> (604) 775-7526
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGS - km 540 to km 553 Alaska Highway - Alaska Highway, BC	

**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

#### 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 (2013-04-25)

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
- GI02 Completion of Bid
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- GI04 Goods and Services Tax/Harmonized Sales Tax
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## **APPENDIX 1 - COMBINED PRICE FORM**

## **APPENDIX 2 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER**

## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 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] (2013-04-25);
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendice(s); and
  - g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

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

### **SI02 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 GI15 of R2710T "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.

### **SI03 SITE VISIT**

Contractors are strongly recommended to visit the site prior to submitting a tender for this work and to make enquiries or investigations necessary to become thoroughly acquainted with the site as well as the nature and extent of the work.

### **SI04 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T "General Instructions to Bidders". The facsimile number for receipt of revisions is (604) 775-9381.

### **SI05 BID RESULTS**

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by calling telephone no. (604) 775-9384.

#### **SI06 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).

#### **SI07 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 SI07 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 SI07 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 GI11 of R2710T "General Instructions to Bidders".

#### **SI08 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 five (5), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

#### **SI09 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>

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-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)

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**

The Contractor must comply with the insurance requirements specified. 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.

#### **IT1 General**

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

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

#### **IT2 Commercial General Liability**

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

##### **IT2.2 Insured**

##### **IT2.3 Period of Insurance**

#### **IT3 Environmental Impairment Liability Insurance**

#### **IT4 Automobile Liability Insurance**

### **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.

**IT3 (2008-05-12) Environmental Impairment Liability Insurance**

1. The Contractor must obtain "Contractors Pollution Liability" and "Storage Tank Third Party 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.

2. 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.
3. The "Contractors Pollution Liability" and "Storage Tank Third Party 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.
  - e. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.

**IT4 (2008-05-12) Automobile Liability Insurance**

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 and clauses
 

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		
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:  
<https://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.

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

Steamboat BST Upgrade  
Km 359.9 to km 552.9, Alaska Highway, BC

**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 thirty [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 identified in Contract Documents (CD).

**BA06 CONSTRUCTION TIME**

Complete work by September 30, 2013.

**BA07 BID SECURITY**

The Bidder is enclosing bid security with its bid in accordance with GI09 - Bid Security Requirements of R2710T - General Instructions to Bidders.

**BA08 SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX 1 - COMBINED PRICE FORM (1 page)

- 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	Class of Labour, Plant or Material	Unit of Measur-e ment	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Extended amount (EQ x PU) GST/HST extra
1	Mobilization/Demobilization	Lump sum	1		
2	Traffic Control	Lump sum	1		
3	Remove and stockpile existing 690mm high pre-cast concrete barrier	m	2,812		
4	Remove and Dispose of 600mm diameter CSP	m	136.5		
5	Remove and Dispose of 900mm diameter CSP	m	37		
6	Supply and Stockpile Pre-cast concrete barrier units at Mill Creet Gravel Pit				
	A) CTB-2H	unit	18		
	B) CTB-1E	unit	18		
	C) CBH-H	unit	18		
7	Loading, Hauling and Stockpiling slotted CMB-H or E barriers at the Mill Creek Gravel Pit	unit	218		
8	Install new 810mm high	m	2,812		

Item	Class of Labour, Plant or Material	Unit of Measur-e ment	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Extended amount (EQ x PU) GST/HST extra
	pre-cast Concrete Barrier and terminal sections				
9	Common Excavation	m <sup>3</sup>	99,500		
10	Granular Backfill	m <sup>3</sup>	26,500		
11	Install 600mm CSP	Linear m	167.2		
12	Install 900mm CSP	Linear m	58		
13	Supply and Install 150mm perforated CSP	Linear m	440		
14	Supply and Install 200mm perforated CSP	Linear m	2,810		
15	Supply and Place Rip-rap	m <sup>3</sup>	250		
16	Supply and Install Geotextiles	m <sup>2</sup>	67,330		
17	Ditch Rock Lining	m <sup>3</sup>	3,050		
18	Supply and Install Permeable Ditch Barriers	m	850		
19	Base Gravels	m <sup>3</sup>	15,650		
20	Full Depth Reclamation	m <sup>2</sup>	112,000		
21	Asphalt Material	tonnes	356		
22	Bituminous Surface Treatment	m <sup>2</sup>	155,000		
23	Line Painting	line-km	39		
24	Provide Independent Certified Testing Services and survey crew	Lump sum	1		
<b>TOTAL BID AMOUNT</b> Excluding GST / HST					

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## **APPENDIX 2 - 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.:** EZ899-140046/A

**Tender Closing Date & Time:** 14 May 2013, 14:00

**Project Description:** Steamboat BST Upgrade  
Km 359.9 to km 552.9, Alaska Highway, BC

DF