

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
Telus Plaza North, 5th floor
10025 Jasper Avenue
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

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
Northern Contaminated Site Program
Telus Plaza North, 5th floor
10025 Jasper Avenue
Edmonton
Alberta
T5J 1S6

Title - Sujet Ennadal Lake Remediation	
Solicitation No. - N° de l'invitation EW699-133161/A	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client AANDC	Date 2013-03-18
GETS Reference No. - N° de référence de SEAG PW-\$NCS-002-9737	
File No. - N° de dossier NCS-2-35420 (002)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-04-09	Time Zone Fuseau horaire Mountain Standard Time MST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Poot (NCS), Marc	Buyer Id - Id de l'acheteur ncs002
Telephone No. - N° de téléphone (780) 497-3520 ()	FAX No. - N° de FAX (780) 497-3842
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

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SOLICITATION AMENDMENT NO.002

Revision 1:

The purpose of this amendment is to revise the Proposed Basis of Pricing as indicated in ***bold italics***.

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Annex "F"

**Proposed Basis of Pricing
(Will Form Basis of Payment In Contract)**

&

Potential Additional Work

- 1) **Section 1 & 2 - Basis of Payment**
- 2) **Section 1 & 2a - BOPC-1 Cost Breakdown**
- 3) **Section 3 - Potential Additional Work (P.A.W.)**
- 4) **Section 4 - Estimated Cost Breakdown for Supplies, Equipment and Services Procured From Inuit Subcontractors**

**Proposed Basis of Pricing - Known Work (Will form the Basis of Payment)
Section 1 - Firm Unit/Lump Sum Prices - Based on Estimated Quantities
Remediation of Ennadai Lake, Former Weather Station, Nunavut
During the Period of the Contract.**

The bidder shall enter pricing for each item in the tables below. If an item is to be provided at no cost, enter zero. If any item is left blank, it will be assumed that the item will be provided at no cost, and all pricing extensions will be calculated accordingly, and where applicable the bidder will be held to the resulting total price. In extreme cases of omission, and at the discretion of the Contracting Authority, the bidder may be given the opportunity to withdraw its bid from this competition.

1.0 FIRM UNIT/LUMP SUM PRICES: PERIOD OF CONTRACT

- 1.1** The Contractor will be paid a separate firm unit or lump sum price, **including profit**, for the items identified herein, FOB, Ennadai Lake, Former Weather Station, Nunavut, Custom duty included where applicable, Goods and Services Tax (GST) extra, as appropriate for the duration of the Contract Period.
- 1.2** If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15%, either party to the Contract may make a written request to the other party to negotiate an amended price per unit for that portion of the item which exceeds 115% of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor shall, on request, provide Canada with
- 1.2.1** detailed records of the actual cost to the Contractor of performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested; and
- 1.2.2** the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115% of the tendered quantity.
- 1.3** If it appears that the final quantity of labour, Plant and Material under a price per unit item shall be less than 85% of the estimated tendered quantity, either party to the Contract may make a written request to the other party to negotiate a change to the price per unit for the item if
- 1.3.1** there is a demonstrable difference between the unit cost to the Contractor of performing or supplying the estimated tendered quantity and the unit cost to the Contractor for performing or supplying the final quantity; and
- 1.3.2** the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
- 1.3.3** the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
- 1.3.4** in no event shall the total price for an item that has been amended as a result of a reduction in quantity exceed the amount that would have been payable to the Contractor had 85% of the tendered quantity actually been performed or supplied.

**Proposed Basis of Pricing - Known Work (Will form the Basis of Payment)
Section 1 - Firm Unit/Lump Sum Prices - Based on Estimated Quantities
During the Period of the Contract**

Section	Description	Unit	Quantity (Est.)	Unit Price	Total
BOPC-1	Balance of Project Costs includes any variable, indirect costs for Indirect costs including all costs not directly attributable to the pay items including profit, supervision, overhead, administration, CGL Insurance, WCB, allowance for equipment repairs, all indirect costs associated with specific unit price, etc.	lump sum	1		\$
01 11 00-1	Worker Orientation Seminar	lump sum	1		\$
01 11 00-2	Pre-Mobilization Site Visit	lump sum	1		\$
01 29 83-1	Packaging, handling and off-site transport of Departmental Representative's samples	kg	300	\$	\$
01 29 83-2	Contractor's Testing Requirements, including sampling, packaging, handling, off-site transport, and testing	lump sum	1		\$
01 31 19-1	Pre-Construction Meeting	lump sum	1		\$
01 31 19-2	Seasonal Progress Meetings	each	2	\$	\$
01 31 19-3	Monthly Progress Meetings	each	6	\$	\$
01 31 19-4	Community Meetings (Whale Cove, Arviat and Rankin)	each	3	\$	\$
01 33 00-1	Submittals	lump sum	1		\$
01 35 15-1	Treated Groundwater and Contact Water	cubic metre	20	\$	\$
01 35 32-1	Site Specific Health and Safety Plan	lump sum	1		\$
01 35 32-2	Wildlife Monitor c/w ATV	day	150	\$	\$
01 35 43-1	Environmental Protection Supplies	lump sum	1		\$
01 53 00-1	Mobilization	lump sum	1		\$
01 53 00-2	Demobilization	lump sum	1		\$
01 53 00-3	Transportation of Contractor's Personnel	lump sum	1		\$
01 54 00-1	Supply, Operation and Maintenance of Camp Facilities	lump sum	1		\$
01 54 00-2	Departmental Representative and Departmental Representative Authorized Personnel Room and Board	person -day	200	\$	\$
01 54 00-3	Casual meals for Departmental Representative and Departmental Representative Authorized Personnel	each	100	\$	\$

Continued on next page ...

Section	Description	Unit	Quantity (Est.)	Unit Price	Total
01 54 00-4	Departmental Representative and Departmental Representative Authorized Personnel Return Transportation –Charter Base to Site (also includes monthly meetings)	person -return trip	50	\$	\$
01 54 00-5	Supply, installation and operation of satellite and/or long distance communication links for Departmental Representative Authorized Personnel Communication	lump sum	1		\$
01 71 01-1	Survey	lump sum	1		\$
01 78 00-1	Project Record Documents	lump sum	1		\$
02 41 16-1	Structure Demolition	lump sum	1		\$
02 41 16-2	Demolition and On-site Landfilling of Tanks 1-5	lump sum	1		\$
02 41 23-1	Debris and Miscellaneous Removals	lump sum	1		\$
02 51 00-1	Monitoring Well Drilling	metre	50	\$	\$
02 51 00-2	Monitoring Well Installation	lump sum	1		\$
02 61 00-1	Hydrocarbon Contaminated Soil Treatment	cubic metre	2200	\$	\$
02 61 00-2	Metal Contaminated Soil Disposal	tonne	2	\$	\$
02 81 01-1	Processing Organic Content	lump sum	1		\$
02 81 01-2	Containerization and Transport of Known Hazardous Materials	lump sum	1		\$
02 81 01-3	Off-site Disposal of Known Hazardous Materials	lump sum	1		\$
02 81 01-4	Supply of air/land transport containers for known hazardous liquid waste	lump sum	1		\$
02 81 01-5	Supply of air/land transport containers for known hazardous solid waste	lump sum	1		\$
31 22 13-1	Type 1 fill for landfill and landfarm	cubic metre	3100	\$	\$
31 22 13-2	Type 2 fill for landfarm and for landfill	cubic metre	3000	\$	\$
31 22 13-3	Landfarm decommissioning and reclamation	lump sum	1	\$	\$
31 23 33-1	Excavation, stockpiling and replacement of clean overburden	cubic metre	1500	\$	\$
31 23 33-2	Excavation, stockpiling and transport of hydrocarbon impacted soil	cubic metre	2200	\$	\$
31 23 33-3	Backfilling	cubic metre	1900	\$	\$
31 32 19 01-1	Geotextiles	lump sum	1		\$
31 32 19 02-1	Geomembranes	lump sum	1		\$
Total Estimated Price (GST Extra)					\$

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Proposed Basis of Pricing - Section 1a - BOPC-1 Cost Breakdown

During the Period of the Contract.

Provision of Item Breakdown(s) This form is intended to provide the Contracting Authority with a breakdown of the costs included in the BOPC-1. It will assist in determining if the cost represents value for money and are considered "fair and reasonable". The cost break down provided herein must equal the total provided in the BOPC-1 in Section 1 of the proposed Basis of Payment.		Amount
Note: Refer to 1031-2 article Spec Section 07 for Non Applicable Costs. Further breakdown may be requested where applicable.		\$
01 11 00-1	i.e.: - Profit - GeneralOverhead and Admin., - CGL Insurance, - WCB, - Business Expenses, - Contractor's portion of Training program,	\$ \$ \$ \$ \$ \$
01 29 83		\$
01 31 19		\$
01 32 18		\$
01 33 00		\$
01 35 15		\$
01 35 00.06		\$
01 35 32		\$
01 35 43		\$
01 41 00		\$
01 45 00		\$
01 51 00		\$
01 52 00		\$
01 53 00		\$
01 54 00		\$
01 61 00		\$
01 71 01		\$
01 77 00		\$
01 78 00		\$
02 41 16		\$
02 41 23		\$
02 51 00		\$
02 61 00.01		\$
02 81 01		
02 82 00.01		\$
02 82 00.02		\$
02 82 00.03		\$
02 83 10		\$
02 83 11		\$
02 83 12		
02 84 00		
Total for BOPC Breakdown. This dollar amount must be equal to that of which is provided in the Basis of Pricing BOPC-1.		\$

Proposed Basis of Pricing (Will form the Basis of Payment)
Section 2 - Potential Additional Work (P.A.W.)

- 2.0** The bidder shall enter pricing for each item in the tables below. If an item is to be provided at no cost, enter zero. If any item is left blank, it will be assumed that the item will be provided at no cost, and all pricing extensions will be calculated accordingly, and where applicable the bidder will be held to the resulting total price. In extreme cases of omission, and at the discretion of the Contracting Authority, the bidder may be given the opportunity to withdraw its bid from this competition.

Potential Additional Work (P.A.W.) is work that cannot be quantified before bid closing or before contract award. Should work under this section become known during the period of the contract, it may be authorized by a Task Authorization. The Task Authorization is subject to negotiation and approval by the PWGSC Departmental Representative based on the unit price table. The Terms of Payment as identified in **Annex "G"** do not apply to the Potential Additional Work Section herein. The only mechanism for payment is the Task Authorization form as enclosed herein following these instructions. The amount to be claimed for payment will be indicated on the monthly invoice supported by the Task Authorization form.

2.1 Labour For Miscellaneous Tasks:

The Contractor will be paid the actual hours worked/operated, as approved by the Departmental Representative, at the firm hourly and/or unit rates including overhead and profit, detailed in the Unit Price Table, FOB Ennadai Lake, Former Weather Station, Nunavut, GST extra.

2.2 Material, Supplies, Charters & Rentals:

For the provision of authorized additional Operation and maintenance of camp, emergency flights, materials, supplies, supplies and services or miscellaneous equipment rentals utilized under this section, the Contractor will be paid the cost reasonably and properly incurred, FOB Ennadai Lake, Former Weather Station, Nunavut, Customs Duty included where applicable, GST extra or HST extra, as appropriate. Any item or material purchase in excess of \$10,000.00 requires pre-approval of the Departmental Representative. The estimated expenditures is limited at **\$150,000.00** for item **P3.2** plus a fixed percentage fee for Mark-up of Overhead and Profit, for the period of the contract.

2.3 Authorization Of Work & Services:

The estimated usage for these items cannot be quantified within the specifications or at contract award. The variable effort items will be subject to negotiation and approval by the PWGSC Departmental Representative for Task Work Authorizations < \$100,000.00. The Contractor will prepare and submit a monthly reports to the Project Authority for review and concurrence of the utilization for confirmation and accuracy that will be agreed to by all parties (Contractor/ Departmental Representative/Contracting Authority). All Task Work Authorizations in excess of \$100,000.00 will be authorized by the Contracting Authority and recorded on the quarterly report kept on the contract file. The Unit Price Table will be used for labour rates, supplies, material purchases and equipment rentals. Payment will be made monthly for work accepted by Departmental Representative, subject to the 10% holdback. All cost reimbursable items may be subject to an annual verification by Canada, the holdback will be released subject to the findings of the verification. A finalization amendment will be made after the final verification to reconcile and finalize the total contract price. The Task Authorization (T.A.) form to be used is enclosed on the following page. The Departmental Representative will be responsible for its completion.

2.4 Estimated Quantities:

The quantities identified in the Unit Price Table are estimated only and are an approximation of the overall potential additional requirements, over the contract period, given in good faith. These estimates will be used for evaluation purposes and are not to be adjusted. Any adjustments will be corrected to the originally estimated amount. The potential additional goods or services identified in the Table shall not constitute an agreement by Canada or the Departmental Representative to order any or all of the said goods or services. Canada's liability shall be limited to that which is actually ordered and accepted by the Departmental Representative. Canada reserves the right to procure the specified goods or services from other sources by means of contracts, standing offers, or by other contracting methods available to the Departmental Representative.

2.5 Annual Economic Adjustments:

- 2.5.1** Labour rates contained in the P.A.W. are firm to April 1, 2014, thereafter, Labour Rates quoted in the P.A.W. may be increased or decreased annually if more than one field season is required, as per the Statistics Canada Consumer Price Index (CPI), by Nunavut, for Iqaluit. The CPI may be viewed at the following Statistics Canada Website location:

<http://www.statcan.gc.ca/pub/62-001-x/2011007/t043-eng.htm>

- 2.5.2** To gain access to the CPI adjustment, the Contractor is required to submit a request in writing to the Contracting Authority, no later than February 1 of each calendar year, based on the rate for December of the previous calendar year. Authorization of the rate adjustments is subject to the approval of the Contracting Authority.
- 2.5.3** If the contractor fails to request a CPI adjustment by February 1 of each calendar year. Any adjustment requested at a later date will not be made retroactive but will commence at the date on which the adjustment was first requested.
- 2.5.4** Based on the accepted work schedule by Canada, should the completion of work be delayed other than for reasons authorized by Canada, Canada reserves the right to disallow a request for CPI adjustment.

2.6 Equipment Rates

Under P2.1, contractor will be paid equipment rates in accordance with Alberta Roadbuilders and Heavy Construction Association Rental Rates Guide & Membership Roster handbook in its latest edition for the duration of the contract.

**Section 2 - Potential Additional Work (P.A.W.) - (Will Form The Basis of Payment)
(Work That Cannot Be Quantified Before Bid Closing or Before Contract Award)
(Based on 10 hour work days, 7 days a week)**

P1 - Labour

Note 1: Firm Unit/Lump Sum Prices - Until April 1, 2014 and Subsequent Years to December 2015 are Subject to CPI Provisions

Note 2: Unit rates are to include contingency for approved overtime as all overtime hours shall be charged out at the unit rate listed in this table.

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
P1.1	Superintendent	hours	170	\$	\$
P1.2	Labourer	hours	340	\$	\$
P1.3	Haz-mat Labourer	hours	340	\$	\$
Total for P1 - Labour (GST Extra)					\$

P2 - Equipment

Note 1: Contractor will be paid equipment rates in accordance with Alberta Roadbuilders and Heavy Construction Association Rental Rates Guide & Membership Roster handbook in it's latest edition for the duration of the contract.

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
P2.1	Equipment, operator, ATV, trailer for additional hazmat work, demolition, debris consolidation or soil treatment work	provisional cost sum			\$200,000
					@
			Total Profit at a firm Fixed Percentage		%
					+
			Total Profit		\$
					=
Total for P2 - Equipment (GST Extra)					\$

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P3 - Materials and Services

Item	Section	Description	Unit	Estimated Quantity	Unit Price	Total Price
P3.1		Operation and maintenance of camp including cook, medic, wildlife monitor, and any other support personnel.	days	20	\$	\$
P3.2	01 11 00	Emergency aircraft flights, Materials, Supplies, etc.	provisional cost sum			\$150,000
						@
			Total Profit at a firm Fixed Percentage			%
			+			+
			Total Profit			\$
			=			=
			Total cost this item			\$
Total for P3 - Materials and Services(GST Extra)						\$

Bid Summary

Proposed Basis of Pricing - Summary of Estimated Prices	
Total - Estimated Price - BOP - Section 1 (GST Extra)	\$ _____
Total - Estimated Price - BOP - Section - 2 - P1 to P3(GST Extra)	\$ _____
Sub-Total - Estimated Price - BOP - Section - 1 and 2 (GST Extra)	\$ _____
GST Extra @ 5%	\$ _____
Total Estimated Price - Sections 1, 2 (GST Included)	\$ _____

Section 3 - Estimated Cost Breakdown

(For Supplies, Equipment and Services Procured From Inuit Subcontractors and Businesses From Within Nunavut Land Claims Agreement)

As Per Annex "F" Cost Bid & As Per Annex "H" - Certifications and Required Documentation

(This table will not be evaluated nor form part of the Basis of Payment)

Item	Description of Supplies	Name & Location of Inuit Sub-contractor/Business (If Available)	Estimated Cost \$
1			\$
2			\$
3			\$
4			\$
5			\$
	Sub-total of Est. Cost (GST Extra)		\$
Item	Description of Equipment	Name & Location of Inuit Sub-contractor/Business (If Available)	Estimated Cost \$
1			\$
2			\$
3			\$
4			\$
5			\$
	Sub-total of Est. Cost (GST Extra)		\$
Item	Description of Services	Name & Location of Inuit Sub-contractor/Business (If Available)	Estimated Cost \$
1			\$
2			\$
3			\$
4			\$
5			\$
	Subtotal of Est. Cost (GST Extra)		\$
A	Total Estimated Cost for Supplies, Equipment, and Services Procured from Inuit Sub-contractors/Businesses for this Project (GST Extra)		\$
B	Total Estimated Cost for this Project (GST Extra)		\$
C	Item A / Item B - this figure to be presented in Annex "H" - Certifications.		\$