

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Réception des soumissions - TPSGC / Bid Receiving
- PWGSC
1550, Avenue d'Estimauville
1550, D'Estimauville Avenue
Québec
Québec
G1J 0C7

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
TPSGC-PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet Rehab. Montcalm bastion and wall	
Solicitation No. - N° de l'invitation EE520-160011/A	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client EE520-160011	Date 2015-05-12
GETS Reference No. - N° de référence de SEAG PW-\$QCM-004-16416	
File No. - N° de dossier QCM-5-38002 (004)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-05-22	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Fournier, Caroline	Buyer Id - Id de l'acheteur qcm004
Telephone No. - N° de téléphone (418) 649-2826 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC/TPSGC 3, PASSAGE DU CHIEN D'OR ESC 2 PARCS QUEBEC Québec G1R3Z8 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée VOIR DOC	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

Solicitation No. - N° de l'invitation

EE520-160011/A

Amd. No. - N° de la modif.

003

Buyer ID - Id de l'acheteur

qcm004

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

EE520-160011

File No. - N° du dossier

QCM-5-38002

CCC No./N° CCC - FMS No/ N° VME

AMENDMENT # 3

Included in this amendment:

1. **Addition of a clause in the Supplementary Conditions of the Invitation to Tender Document.**
 2. **Questions and Answers (1 to 15)**
 3. **Addendum # 1**
 4. **Appendix 1 – Combined Price Form (see Excel File)**
-

1. **Addition of a clause in the Supplementary Conditions of the Invitation to Tender Document.**

See Invitation to Tender Document, modified to include CS02 clause.

2. **Questions and Answers**

Question 1 :

Section 03 45 00 of the specifications, precast architectural concrete elements (precast coping on the masonry walls). Would it be possible to mention that these elements are the responsibility of the masonry section of the specifications, since the installation will be done by masons?

Answer 1:

Answered in addendum S-01.

Question 2:

Usually, when we place a bid within the walls of the Quebec Citadel we do not include the amount for a municipal construction permit. However, this project is within the wall of the city of Quebec. Do we need to include the cost associated with a municipal construction permit in our bid?

Answer 2:

No, no permits will be needed.

Question 3 :

Will the paving work that is mentioned be done by the city of Quebec or is it included the scope of the current project?

Answer 3:

The paving work is included in the scope of the current project.

Question 4 :

Subject : Specifications, section 01 29 00, Part "A", page 3, article 5.1 and Part "B", page 5, article 4.5

In the two locations in the specifications that are mentioned in the subject, it is indicated that 50 linear meters of new planking needs to be provided. Is this new planking the same as the two large bridging on the Montcalm wall and on the Canoterie wall? Must these same quantities be provided at these locations?

Answer 4 :

This question is treated in the addendum S-01.

Question 5:

Subject : Specifications, section 01 29 00, Part "D", article 1.6.2, Part "E", article 1.7.3 and Part "F", article 1.8.2.

In the locations of the specifications that are mentioned in the subject, it is indicated to dismantle the wall "**to sound masonry**". It is difficult for us to calculate a variable that is unknown.

Answer 5:

This dismantling of the complete thickness of the wall (reference to the articles previously mentioned) must be considered with respect to the thickness of the wall of the locations aimed by the work, such as indicated in the drawings. The fact of mentioning that the dismantling must be done to the sound masonry indicates that the limit of the indicated dismantling may be modified with respect to the state of the masonry. Due to this, the work pertaining to this question will be paid in accordance with the actually quantities done on site.

Question 6:

Is it possible to extend the deadline for the tender submission due to the scope of the project?

Answer 6:

The tender deadline is extended to may 22, 2015 at 2:00 pm.

Question 7:

Subject: Page 11 of 20, note 3 in the frame on the right of the plan.

Except for an error, we were unable to find technical specifications for the water and oil repellent coating in the documents for tender.

Answer 7:

This coating is not precisely specified. The technical sheet of the product that the contractor wishes to use must be submitted for approval.

Question 8:

Could you provide the geotechnical and environmental studies of the site?

Answer 8 :

There is no geotechnical study that was done by PWGSC pertaining to the scope of this project. As for the environmental study, the concentration, the level of contamination and the volume of the contaminated soil will be presented in the revised bid form, which will be part of the first addendum

Question 9:

What are the nature and level of contamination of the materials to be disposed?

Answer 9 :

Refer to the Combined Price Form.

Question 10:

Will the excavated materials need to be stockpiled and a sheet placed below and above the pile for characterization?

Answer 10:

See addendum S-01

Question 11:

What are the restrictions pertaining to the circulation? The Remparts Street and the Canoterie hill must be temporary closed during the excavation and retaining works.

Answer 11:

No, the circulation must be maintained throughout the project using the lane widths indicated in the drawings.

Question 12:

In the drawings, it is mentioned that the retaining walls must be removed once the work has been completed. May you review this condition because the fact of removing this wall implied a significantly more expensive method?

Answer 12:

The wall must be removed once the work has been completed.

Question 13:

During the visit, it was mentioned that the contractor is responsible to find a storage site to characterize the soil. However, the law obligates to have a CA from the MDDEP to execute the transfer of contaminated materials. To my knowledge, the closest sites that have this permit are in Sherbrook. The sites of St-Lambert, Lac St-Charles and St-Rosaire, do not have this permit. The delays do not allow us to apply for a permit for another site. However, the law permits to transfer, with the Department's approval, the contaminated materials to a federal site that is already contained. You should reconsider the possibility of providing a location, if not all the excavated materials will need to be deposited at a treatment site.

Answer 13 :

See addendum S-01

Question 14:

Subject 1: Elevations E, F, G and H on page 7 of 20 and note 2 in the frame of the same drawing.

Subject 2: Sections 1, 2 and 3 of 12 that are found on page 12 and section 4 of 13 that is found on page 13.

In subject 1, it is asked to plan for the replacement of 10% of the stones. In subject 2, it is asked to plan for the replacement of 15% of the stones. Which replacement percentage is correct? There seems to be different percentages on the other elevations and sections of the Montcalm and Canoterie walls.

Answer 14:

Subject 1: The replacement percentage is 10% for the front stone cladding.

Subject 2: The replacement percentage is 15% for the back stone cladding.

Question 15:

Page 5/20; item notes 2; it is requested to provide an additional percentage of stone in certain sectors; 15% between axes 1 @ 7 and 5% between axes 7 @ 9 of dismantling and repointing sectors.

Does this apply also in the repointing areas that were released by the excavation?

Answer 15:

Yes

3. Addendum #1

See next page.



Date: 2015, May 8th

Project: Repair of the Montcalm bastion and wall
Repair of the Canoterie wall
Project PWGSC: R.054985.400

O/File: WSP: 131-21559-06
PC: 106/18/PR1-003

☒ **Structural** ☐ **Structural and sitework**

ADDENDUM No. S-01

All tenderers shall peruse the precisions, additional information and modifications provided in this Addendum; the additional information and this Addendum become integral part of the plans and specifications. This Addendum includes 6 pages of text.

BID FORM

1. Part E - Montcalm Wall

a) Item 1 of "Part E - Montcalm Wall" in the Bid Form is reworded as follows:

Item	Description	Quantity	Unit of measure	Unit price	Total amount
Part E - Montcalm Wall					
1 -	Management and disposal of contaminated soils:				
a)	Lower than B (PAH and metals)	200	M.T.	_____ \$	_____ \$
b)	Lower than C (MAH) and B (PAH and metals)	200	M.T.	_____ \$	_____ \$

DRAWINGS

2. Ref.: Drawing 1/20

a) Foresee clearing the vegetation zone at the foot of walls on the left side and on the right and left faces over a 7,5 m distance relative to the outside face of the wall.

3. Ref.: Drawings 1, 2 and 3/20

- a) Take into consideration the following modifications concerning the municipal lighting elements:
- The three (3) streetlights along Montcalm bastion will be dismantled and handed over to the City of Québec, and their concrete bases and electrical conduits disposed of as construction waste by the Contractor. Contractor to provide two (2) temporary streetlights on wooden poles, connected to the existing system.
 - The Contractor shall provide the power supply to the streetlights on rue des Remparts between Ste-Famille and St-Flavien by means of the existing network and keep up this lighting throughout construction.
 - The Contractor shall allow the City of Québec to install new bastion Montcalm streetlight bases and supply conduits at an appropriate moment in his work schedule. The Contractor will ensure the coordination of this activity and the positioning of the streetlamps with the City of Québec.

4. Ref.: Drawing 4/20 – General plan view (phase A)

- a) Establish canvas and plywood systems on the scaffolding and the worksite fences for the protection of vehicles in the parking lot adjacent to the bottom of the wall on the left side, and to protect moving traffic in côte de la Canoterie.

5. Ref.: Drawing 12/20

- a) In typical cross sections 1, 2 and 3 as they exist, consider that the temporary retaining wall (as shown) does not yet exist, and that it must be installed and removed at work completion.

6. Ref.: Drawing 13/20

- a) Regarding the proposed typical cross section 4, bear in mind that the backfilling in front of the wall is performed with type 2 granular material compacted to at least 95% of dry maximum density MP to 150 mm below grade, and that the last 150 mm is filled up with topsoil and sod.
- b) Regarding the proposed typical cross section 5, bear in mind that the backfilling in front of the wall under the concrete slab identified for reconstruction is performed with type 1 granular material to no less than 95% of dry maximum density MP.

7. Ref.: Drawing 17/20

- a) Regarding typical detail 20, the substrate for the new sidewalk, curb and pavement identified for reconstruction follows the specifications in typical cross section 22.

TECHNICAL SPECIFICATIONS

8. Ref.: Section 01 11 00 (Summary of Work)

- a) Replace paragraph 1.2 with the following:

1.2 Timeline for completion

- .1 *The dates for work completion and closing of construction site for both project phases are the following:*

Phase A

- .1 *Finalize work on Montcalm wall (côte de la Canoterie side) for August 30, 2015;*
- .2 *Finalize work on Montcalm wall (rue des Remparts side) for October 30, 2015;*
- .3 *Finalize work on Montcalm bastion (rue des Remparts side) for October 30, 2015, except the coping;*
- .4 *Complete at least the drainage and rough fill work underlying the platform of Montcalm bastion and closing for November 27, 2015.*

Phase B

- .1 *Finalize construction of the platform of Montcalm bastion for August 30, 2016;*
- .2 *Finalize work on the outside of Montcalm bastion (including copings) for October 28, 2016;*
- .3 *Finalize work of Canoterie wall (both sides) and install coping for October 28, 2016;*
- .4 *Worksite closing: November 25, 2016.*
- .2 *In order to meet project deadlines, the Contractor shall provide and pay for any temporary protection and heating of the work.*

9. Ref.: Section 01 29 00 (Measurement and Payment)

a) Item 1.3.7.1 is reworded as follows:

.1 *Item 7a) includes the removal and reinstallation of all elements identified or found in the work zone (i.e., guard rails, lanterns and their base), fences, sidewalks, curbs and platforms, pavers and pavement, street furniture, hydrants, canons, signage and any elements that need to be removed or dismantled to allow performance of work, and any incidental expense. This item to include as well the supply and delivery at 280, rue Saint-Dominique of 75 linear metres of new terrace decking wood.*

b) Item 1.4.5 is reworded as follows:

.5 *Item 5 – Miscellaneous construction work: this item includes the removal and reinstallation of all elements identified or found in the work zone (i.e., guard rails, lanterns and their base), fences, sidewalks, curbs, pavers and pavement, street furniture, signage and any elements that need to be removed or dismantled to allow performance of work, and any incidental expense.*

c) Item 1.7.1 is reworded as follows:

.1 *Item 1 – Management and disposal of contaminated soils:*

.1 *Item 1a) includes the management and disposal of soils contaminated to less than B (PAH and metals). This Item is paid per weight (M.T.) of contaminated soils removed from the work site, accounted for by shipping bills and unloading receipts. The price tendered must include loading, hauling to and unloading at a landfill compatible with the type and level of contamination at hand (ref. Section 31 23 33.01), and any incidental expense.*

.2 *Item 1b) includes the management and disposal of soils contaminated to less than C (MAH and metals) and B (PAH and metals). This Item is paid per weight (M.T.) of contaminated soils removed from the work site, accounted for by shipping bills and unloading receipts. The price tendered must include loading, hauling to and unloading at a landfill compatible with the type and level of contamination at hand (ref. Section 31 23 33.01), and any incidental expense.*

10. Ref.: Section 03 45 00 (Precast Architectural Concrete)

a) The precast architectural concrete elements shall be installed by the specialized masonry contractor.

11. Ref.: Section 06 10 00 (Rough Carpentry)

- a) Paragraph 2.2: All the lumber entering in the construction of the coping, wall plates, ledger strips, decking and fascia shall be pressure treated without incision.

12. Ref.: Section 31 23 33.01 (Excavating, Trenching and Backfilling)

- a) Paragraph 1.2.3 is added as follows:

.3 *Management of contaminated soils:*

.1 *Transportation of Dangerous Goods Act;*

.2 *Documentation by the Canadian Council of Ministers of the Environment (CCME), 1999;*

.3 *Regulation respecting contaminated soil storage and contaminated soil transfer stations, MDDELCC 2014.*

- b) Paragraph 1.3.9 reworded as follows:

.9 *Contaminated materials: common excavation materials that must be disposed of at appropriate sites on the basis of the level and type of contamination.*

- c) Replace paragraph 1.5.3 with the following:

.3 *All excavated material from a potentially contaminated area will be removed from the work site in accordance with MDDELCC policy (Politique de protection des sols et réhabilitation des terrains contaminés). Should other characterisation samples be needed, Departmental Representative will proceed and convey the test results within 48 hours.*

- d) Insert paragraph 1.5.4 as follows:

.4 *All excavated material originating from non-contaminated areas shall be removed from site in accordance with applicable requirements. Departmental Representative will provide Contractor with sampling cards validating the environmental characterisation of materials (where required). Should other characterisation samples be needed, Departmental Representative will proceed and convey the test results within 48 hours.*

- e) Replace paragraph 1.6.1.2 with the following:

.2 *Any excavation material may be reused as backfill providing compliance with grading specifications unless contaminated in which case the material is removed from site in accordance with applicable requirements.*

- f) Replace paragraph 1.6.1.3 with the following:
 - .3 *All excavated materials shall be characterised and managed to the requirements of MDDELCC policy.*
- g) Paragraphs 3.6.1, 3.6.2 and 3.6.3 are cancelled.
- h) Replace paragraph 3.12.1 with the following:
 - .1 *Excavated materials may be reused to backfill the excavations providing they comply with specified grading criteria. Excess materials, whether contaminated or not, shall be managed in accordance with applicable policies.*

For Mélanie Tremblay, Engineer
OIQ # 110830

Solicitation No. - N° de l'invitation

EE520-160011/A

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Amd. No. - N° de la modif.

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QCM-5-38002

Buyer ID - Id de l'acheteur

qcm004

CCC No./N° CCC - FMS No./N° VME

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

TENDER DOCUMENTS: Firms intending to submit tenders on this project should obtain tender documents through the website

<https://www.achatsetventes-buyandsell.gc.ca/>

ASPHALT CEMENT PRICE ADJUSTMENT

This solicitation includes a price adjustment clause for asphalt cement. Refer to the Supplementary Conditions.

SUPPORT THE USE OF APPRENTICES

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI11.

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- SI11 Public Works and Government Services Canada, Apprentice Procurement Initiative
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R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2015-02-25)

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 Integrity Provisions - Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
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- GI14 Compliance With Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage

SUPPLEMENTARY CONDITIONS (SC)

- SC01 Insurance Terms
- SC02 [Asphalt Price Adjustment](#)

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CONTRACT DOCUMENTS (CD)

BID AND ACCEPTANCE FORM (BA)

BA01 Identification
BA02 Business Name and Address of Bidder
BA03 The Offer
BA04 Bid Validity Period
BA05 Acceptance and Contract
BA06 Construction Time
BA07 Bid Security
BA08 Signature

APPENDIX 1 - COMBINED PRICE FORM

APPENDIX 2 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND OR OWNER OF THE BIDDER

APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

APPENDIX 4 – DEPARTMENTAL REPRESENTATIVE’S AUTHORITY

ANNEX A - CERTIFICATE OF INSURANCE

ANNEX B - VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section GI01 Integrity Provisions - Bid of General Instructions – Construction Services – Bid Security Requirements, R2710T. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

SI02 BID DOCUMENTS

1. The following are the bid documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to Bidders;
- c. General Instructions - Construction Services - Bid Security Requirements R2710T (2015-02-25)
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(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 - Construction Services - Bid Security Requirements R2710T 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/5/R>

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 (caroline.fournier@tpsgc-pwgsc.gc.ca) as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T, 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 OPTIONAL SITE VISIT

There will be a site visit on May 6, 2015 at 1:30 PM. Interested bidders are to meet at 3, Passage du Chien d'Or, Quebec.

SI05 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (418) 648-2209.

SI06 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 at No. (418) 649-2888.

SI07 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).

SI08 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 SI08 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 SI08 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.

SI09 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 two (2), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI10 SECURITY RELATED REQUIREMENTS

Not applicable.

SI11 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Appendix 4) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios * and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Appendix 4.

If you accept fill out and sign Appendix 4

** The journey person-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

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§ion=text#appl>

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

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>

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Industrial Security Services <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>

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

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

SI13 FINANCIAL BID

The total amount of the bid excludes taxes

SUPPLEMENTARY CONDITIONS (SC)

SC01 INSURANCE TERMS

1) Insurance Contracts

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) 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.

2) Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

SC02 ASPHALT CEMENT PRICE ADJUSTMENT

1. The price of asphalt cement incorporated into hot mix asphalt shall be adjusted for each month in which paving occurs when the price index for that month differs by more than 5% from the price index for the month prior to bid closing. The price adjustment shall be calculated in accordance with the applicable price adjustment formula of paragraph 2.
2. Price Adjustment formulae:
 - a. When the price index, for the month in which paving occurs, is higher than 105% of the price index for the month prior to bid closing, Canada shall pay the Contractor a compensation of:
(Example based on a 5% increase)

$$PA = (IM - 1.05 IB) \times \text{quantity of asphalt cement in tons}$$
 - b. When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to bid closing, Canada shall deduct an amount from the monthly payment to the Contractor of:
(Example based on a 5% decrease)

$$PA = (.95IB - IM) \times \text{quantity of asphalt cement in tons}$$

PA = payment adjustment for asphalt cement, in dollars
 IB = asphalt cement price index for the month prior to bid closing
 IM = asphalt cement price index for the month in which paving occurs

The reference price used for calculating the adjustment is the minimum price of asphalt in performance class PG 58-28, PG 58-34 or PG 64-34, as appropriate, defined in the standing offers for asphalt procurement selected by the Ministère des Transports du Québec (MTQ), as published on the Constructo Web site, official publication site of the Québec government (www.seao.ca).
3. For each month in which a payment adjustment is made, Canada shall use the fixed asphalt cement content of the final job mix formula to determine the asphalt cement quantity that is used.
4. The payment adjustments shall be made on the monthly Request for Progress Payment form for the months in which hot mix paving occurs.

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 – Construction Services	R2810D	(2015-04-01);
GC2 Administration of the Contract	R2820D	(2015-02-25);
GC3 Execution and Control of the Work	R2830D	(2015-02-25);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2015-02-25);
GC6 Delays and Changes in the Work	R2860D	(2013-04-25);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2882D	(2015-02-25);
GC9 Contract Security	R2890D	(2014-06-26);
GC10 Insurance	R2900D	(2008-05-12);
Allowable Costs for Contract Changes Under GC6.4.1 Supplementary Conditions	R2950D	(2015-02-25);
- 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. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

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EE520-160011/A

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

EE520-160011

Amd. No. - N° de la modif.

File No. - N° du dossier

QCM-5-38002

Buyer ID - Id de l'acheteur

qcm004

CCC No./N° CCC - FMS No./N° VME

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Rehabilitation of Montcalm bastion and wall and of de la Canoterie wall.

Project: R.054985.400

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

Email: _____

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 **sixty (60)** 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

Construction schedule is planned in two phases:

Phase 1: from notification of acceptance of offer to October 30, 2015;

Phase 2: from April 15, 2016 to October 28, 2015.

BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

BA08 SIGNATURE

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

Signature

Date

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APPENDIX 1 - COMBINED PRICE FORM

See attached Excel file

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APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

Note; The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Number of company employees: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

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APPENDIX 4 – DEPARTMENTAL REPRESENTATIVE’S AUTHORITY

TO BE PROVIDED AT CONTRACT AWARD.

Contracting Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

Technical Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

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ANNEX A - CERTIFICATE OF INSURANCE (Not required at solicitation closing)**CERTIFICATE OF INSURANCE**

Page 1 of 2

Description and Location of Work	Contract No. EE520-160011/001/QCM
Rehabilitation of Montcalm bastion and wall and of de la Canoterie wall.	Project No. R.054985.400

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
Additional Insured				
<i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Umbrella/Excess Liability				\$	\$	\$
				\$	\$	\$
Builder's Risk / Installation Floater				\$		

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

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CERTIFICATE OF INSURANCE Page 2 of 2

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must 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.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must 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 structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

ANNEX B - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)

This report is not required at bid deposit)

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.

Number of apprentices hired	Trade

(Add rows as needed)