



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, Room 219

800, rue Burrard, pièce 219

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, Room 219

800, rue Burrard, pièce 219

Vancouver

British C

V6Z 0B9

Title - Sujet Western Upland Portion Remediation	
Solicitation No. - N° de l'invitation EZ897-161994/A	Date 2015-12-29
Client Reference No. - N° de référence du client EZ897-161994	GETS Ref. No. - N° de réf. de SEAG PW-\$PWY-028-7704
File No. - N° de dossier PWY-5-38326 (028)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-01-19	
Time Zone Fuseau horaire Pacific Standard Time PST	
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: Lam (PWY), Tian	Buyer Id - Id de l'acheteur pwy028
Telephone No. - N° de téléphone (604) 775-9382 ()	FAX No. - N° de FAX (604) 775-6633
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TC - Parcel 44 Western Upland Portion - Esquimalt, BC	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	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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Buyer ID - Id de l'acheteur
pwy028

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INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (PSAB)

This procurement has been set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB). In order to be considered, a supplier must certify that it qualifies as an Aboriginal business as defined under PSAB and that it will comply with all requirements of PSAB.

TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI06 of the Special Instructions to Bidders.

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 SI14.

INTEGRITY PROVISIONS - BID

Important changes have been made to the Integrity Provisions - Bid as of July 3rd 2015. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

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R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2015-07-03)

The following sections of clause R2710T are set out in Web site;

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

GI01	Integrity Provisions - Bid
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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 SI06 '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 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to GI01 of the Declaration of Convicted Offences, paragraph 10 (copied below) of the General Instructions R2710T, the Bidder must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

Declaration of Convicted Offences

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed Declaration Form, to be given further consideration in the procurement process.

SI03 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 (2015-07-03)
 - 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>

SI04 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 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.

SI05 MANDATORY SITE VISIT

A Mandatory Site Visit has been scheduled for January 12, 2016 at 11:00 a.m. Interested Bidders are to meet at the Parcel 44 site via Thomas Road from Admirals Road, through Modeste Road and the Trio Redi-Mix site (EN reserve private roads) to the eastern side of the site, Victoria, B.C

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.

Interested bidders are requested to provide their name(s) and company name(s) to the Contracting Authority, Tian Lam (604) 775-9382 or tian.lam@pwgsc-tpsgc.gc.ca by 1430 PST on January 11, 2016, if you will be attending the site visit.

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

SI06 SUBMISSION OF BID

Section GI09 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 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.
5. Timely and correct delivery of bids is the sole responsibility of the Bidder.

SI07 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 (604) 775-9381.

SI08 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.

SI09 COMPLETION OF SUBMISSION

The Bidder shall base the Bid on the applicable bid documents listed in the Special Instructions to Bidders. It is the responsibility of the Bidder to obtain clarification on any terms, conditions or technical requirements contained in this document.

SI10 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).

SI11 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.

SI12 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 SI12 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 SI12 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.

SI13 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 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.

SI14 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 journeyman-apprentice ratio is defined as the number of qualified/certified journeymen 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.*

SI15 PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS

1. This procurement has been set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB). In order to be considered, a supplier must certify that it qualifies as an Aboriginal business as defined

under Requirements for the Set-aside Program for Aboriginal Business and attached as Appendix 2 to the Bid and Acceptance Form.

2. By executing the certification, the Bidder warrants that it is an Aboriginal business as defined in the Set-aside Program for Aboriginal Business.

Failure to provide this certification completed with the bid will render the bid non-responsive.

3. **OWNER/EMPLOYEE CERTIFICATION - SET-ASIDE FOR ABORIGINAL BUSINESS**

1. For each procurement under the PSAB, suppliers will be required to provide, with their bid, a certification stating that they meet the definition of an Aboriginal business, according to the definition provided, on the date that the bid/offer/arrangement was submitted, and an undertaking that the business will continue to meet this definition throughout the life of the contract. Refer to the attached Appendix 1 to the Bid and Acceptance Form.
2. Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

4. **SET-ASIDE UNDER THE PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (A3002T) 2014-11-27**

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see Annex 9.4 of the *Supply Manual*.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

SI16 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 <http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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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/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form
<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

SUPPLEMENTARY CONDITIONS (SC)

SC01 ABORIGINAL BUSINESS CERTIFICATION (A3000C) 2014-11-27

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the Supply Manual.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

SC02 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.

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	(2015-07-09);
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	R2880D	(2015-04-01);
GC9	Contract Security	R2890D	(2014-06-26);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
	Supplementary Conditions		
- d. 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
- 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/5/R>

3. 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

Western Upland Portion Remediation
Parcel 44 Western Upland Portion, Esquimalt, 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

The Contractor shall perform and complete the Work by February 29, 2016.

BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI08 - 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

APPENDIX 1 - COMBINED PRICE FORM (2 pages)

- 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)	Description of Work	Unit	Estimated Quantity	Unit Price (GST Extra)	Total Extended Amount (GST Extra)
1	01 11 00 01 74 11 01 77 00	Mobilization / Demobilization for all equipment and vehicles, and for all personnel including all meals, accommodation and other daily living cost for the contractor and their subcontractors that are associated with the project.	Lump Sum	1		
2	01 11 00 01 14 00 01 31 19 01 32 16.07 01 33 00 01 35 13.43 01 35 29.06 01 35 43 01 52 00 02 61 00.01 31 23 33.01	Site Preparation: Health and Safety Plan Preparation; Health and Safety orientation; documentation preparation; required permits; signage; provision of site office and sanitary facilities as per Section 01 52 00. Provision, operation, and decommissioning of Equipment Decontamination Facility. All costs associated with the design and implementation of the Plans listed in Section 01 35 43. Submittals as per Section 02 61 00.01. Project schedule as per Section 01 32 16.07. Utility locates and utility protection, temporary utility disconnection and reinstatement during remediation.	Lump Sum	1		
3	01 11 00 01 35 00.06 01 35 13.43	Repair and maintain cleanliness of site roads and private road (Thomas Road) owned by Esquimalt Nation (pre- and post-remediation activities).	Lump Sum	1		
4	01 52 00	Preparation and maintenance of temporary stockpile location access and haul roads. Includes re-surfacing of access roads with gravel material as required.	Lump Sum	1		
5	01 11 00 01 35 13.43 01 35 43 01 77 00 02 61 00.01 31 23 33.01	Environmental Protection Requirements (i.e. silt fencing, silt curtains, spill response materials, erosion control material, water control and treatment, water storage tanks, 6 mil poly liner below and covering stockpiled soils).	Lump Sum	1		
6	01 35 13.43	Provision of Equipment Decontamination Facility.	Lump Sum	1		
7	01 35 00.06	Provision of flaggers during trucking.	Lump Sum	1		
8	01 56 00 01 35 29.06 02 61 00.01	Provision, transport, set-up, and maintenance of temporary fencing around active work site for duration of project, and provision, transport, and set-up of temporary fencing at the upland boundary of the Parcel 44 site between the completion of remediation and February 29, 2016.	Lump Sum	1		
9	01 78 00 31 23 33.01	Complete pre-remediation survey, on-going surveys of excavation limits and excavation topography, and final as-built survey of the site after completion of work.	Lump Sum	1		
10	01 11 00 01 35 43 02 61 00.01	Segregation, removal, and off-site disposal of vegetation at the portion of the site to be excavated (grasses, small shrubs, and blackberry), as well as several piles of mixed soil and brush from previous works that are located on the Parcel 44 site, but not within the proposed excavation area.	Tonnes	60		
11	01 11 00 01 35 43 02 61 00.01	Removal and off-site disposal of logs on the site surface and segregated large woody debris.	Tonnes	50		
12	01 11 00 01 35 43 02 61 00.01	Demolition, removal, and off-site disposal of wooden shed and debris contained within, including non PCB-containing light ballasts and disconnected electrical panel.	Lump Sum	1		
13	01 11 00 01 35 43 02 61 00.01	Removal and off-site disposal of 1 creosote power pole.	Lump Sum	1		
14	01 11 00 01 35 43 02 61 00.01	Segregation, removal, loading, transport, and off-site recycling / disposal of scrap metal including approximately 1,000 L tank partially filled with water and rebar, metal cable, and metal debris present within fill.	Lump Sum	1		
15	01 11 00 01 35 43 02 61 00.01	Excavate, segregate rebar, load, transport and dispose of concrete mixed in fill.	Tonnes	25		
16	01 11 00 01 52 00 01 56 00	Deconstruction of the concrete lock block vault and placement of the lock blocks at the site perimeter to restrict access as directed by the Departmental Representative.	Lump Sum	1		

Item	Specification Section(s)	Description of Work	Unit	Estimated Quantity	Unit Price (GST Extra)	Total Extended Amount (GST Extra)
	31 23 33.01					
17	01 11 00 02 61 00.01 31 23 33.01	Excavate sand backfill material placed during previous remediation on-site and at adjacent site, transport to temporary stockpiling area, stockpiling of materials separately, load and transport back for use as backfill, place and compact, as per sections 31 23 33.01 – 2.1. Including excavator time and appropriate time to manage stockpiles.	Cubic Meters	210		
18	01 11 00 01 35 00.06 02 61 00.01 31 23 33.01	Excavate fill material, transport to stockpile area. Including excavator time, assisting with collection of confirmatory soil samples by Departmental Representative where necessary, sequencing excavation with appropriate time to manage stockpiles.	Cubic meters	1,800		
19	01 11 00 02 61 00.01	Excavate, segregate, transport to and from stockpile area, riprap and boulder fill for and placement of the riprap and boulders at the site perimeter to restrict access as directed by the Departmental Representative.	Cubic meters	50		
20	01 11 00 02 61 00.01 31 23 33.01	Loading, transport and disposal of contaminated soil at a Provincially Permitted facility - CSR CL+ Metals and CSR CL+ PAHs / Hydrocarbons	Tonnes	2,000		
21	01 11 00 02 61 00.01 31 23 33.01	Loading, transport and disposal of contaminated soil at a Provincially Permitted facility - CSR RL+ Metals and CSR RL+ PAHs / Hydrocarbons	Tonnes	800		
22	01 11 00 02 61 00.01 31 23 33.01	Loading, transport and disposal of contaminated soil at a Provincially Permitted facility - CSR RL- Metals, PAHs and Hydrocarbons	Tonnes	800		
23	02 61 00.01 31 23 33.01	Use stockpiled material in temporary stockpile area (< CCME RL) if geotechnically suitable as backfill, transport, place and compact fill to meet geotechnical requirements.	Cubic Meters	250		
24	02 61 00.01 31 23 33.01	Supply, transport and placement of 12-mil HDPE linear to delineate excavation limits.	Square Meters	500		
25	01 35 43 02 61 00.01 31 23 33.01	Supply (import from off-site), place and compact Crushed Granular Sub-base material (< CCME RL) per MMCD Section 02226.	Tonnes	3,600		
26	01 35 43 02 61 00.01 31 23 33.01	Geotechnical assessment of all excavated soil characterized as being < CCME RL to determine suitability for use as backfill and assessment of all placed backfill material (imported and < CCME RL) by a geotechnical engineer (licensed to practice in BC). Includes a required letter from the engineer indicating the suitability of compaction testing.	Lump Sum	1		
27	31 23 33.01	Standby time- not associated with delay costs for sample turn-around time, nor is it associated with sample collection, testing or inspection carried out by the Departmental Representative. Standby time is also not associated with any and all time required for the Departmental Representative to review and approve requests for change orders. All standby time must be pre-authorized by the Departmental Representative and must be beyond the control of the Contractor (i.e. extreme weather, significant changes to project requested by the Departmental Representative, etc).	Days	1		
TOTAL BID AMOUNT (excluding applicable taxes(s))						

APPENDIX 2 – SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

Requirements for the Set-aside Program for Aboriginal Business (Annex 9.4 of the Supply Policy Manual – 2015-05-13)

1. Who is eligible?
 - a. An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership
 - vi. a not-for-profit organizationin which Aboriginal persons have at least 51 percent ownership and control,
OR
 - b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

2. Are there any other requirements attached to suppliers in the Set-Aside Program for Aboriginal Business?
Yes
 - a. In respect of a contract, (goods, service or construction), on which a supplier is making a proposal which involves subcontracting, the supplier must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the supplier must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
 - b. The supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the supplier with information, substantiating its compliance with the Program, and authorize the supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the supplier to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.
 - c. As part of its bid, the supplier must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business(certification) stating that it:
 - i. meets the requirements for the Program and will continue to do so throughout the duration of the contract;
 - ii. will, upon request, provide evidence that it meets the eligibility criteria;
 - iii. is willing to be audited regarding the certification; and

- iv. acknowledges that if it is found NOT to meet the eligibility criteria, the supplier shall be subject to one or more of the civil consequences set out in the certification and the contract.

See Standard Acquisition Clauses and Conditions(SACC) Manual clauses A3000T , M9030T or S3035T, as appropriate.

3. How must the business prove that it meets the requirements?

- a. It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.
- b. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

4. What evidence may be required from the business?

a. Ownership and control

- i. Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.
- ii. Ownership of an Aboriginal business refers to "beneficial ownership" i.e., who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See Appendix A Set-aside Program for Aboriginal Business for a list of the factors, which may be considered by Canada.)

b. Employment and employees

- i. Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least 33 percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal. See SACC Manual clauses A3001T, M3030T or S3036T, as appropriate.
- ii. Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.
- iii. A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.
- iv. Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

5. Subcontracts

- a. Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.
 - b. Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.
6. Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?
- a. An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.
 - b. Evidence of being an Aboriginal person will consist of such proof as:
 - i. Indian registration in Canada;
 - ii. membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
 - iii. acceptance as an Aboriginal person by an established Aboriginal community in Canada;
 - iv. enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
 - v. membership or entitlement to membership in a group with an accepted comprehensive claim;
 - vi. evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

Appendix A Set-aside Program for Aboriginal Business

(Excerpt from Treasury Board Contracting Policy Notice 1996-6, Annex A.)

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- a. capital stock and equity accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- b. dividend policy and payments;
- c. existence of stock options to employees;
- d. different treatment of equity transactions for corporations, partnerships, joint ventures, community organizations, cooperatives, etc.;
- e. examination of charter documents, i.e., corporate charter, partnership agreement, financial structure;
- f. concentration of ownership or managerial control in partners, stockholders, officers trustees and directors-based definition of duties;
- g. principal occupations and employer of the officers and directors to determine who they represent, i.e., banker, vested ownerships;
- h. minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;
- i. executive and employee compensation records for indication of level of efforts associated with position;
- j. nature of the business in comparison with the type of contract being negotiated;
- k. cash management practices, i.e., payment of dividends - preferred dividends in arrears;
- l. tax returns to identify ownership and business history;

- m. goodwill contribution/contributed asset valuation to examine and ascertain the fair market value of non-cash capital contributions;
- n. contracts with owners, officers and employees to be fair and reasonable;
- o. stockholder authority, i.e., appointments of officers, directors, auditors;
- p. trust agreements made between parties to influence ownership and control decisions;
- q. partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
- r. litigation proceedings over ownership;
- s. transfer pricing from non-Aboriginal joint venture;
- t. payment of management or administrative fees;
- u. guarantees made by the Aboriginal business;
- v. collateral agreements

SET-ASIDE FOR ABORIGINAL BUSINESS (A3000T) 2014-11-27

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4, Supply Manual](#).
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - i. The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - i. The Aboriginal business has fewer than six full-time employees.
OR
 - ii. The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

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6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Owner/Employee Certification - Set-aside for Aboriginal Business (A3001T) 2014-11-27

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (insert "an owner" and/or "a full-time employee") of

_____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

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APPENDIX 4 - 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 B.

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:

APPENDIX 5 – 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 : _____

APPENDIX 6 - QUALIFICATION FORM

Using the provided forms, provide a response to each of the requirements. Responses must be written into the space provided on the project experience form (no modifications allowed). When completing the project experience forms, the page width and length must not exceed 8.5" X 11". References must be the client (ie. Entity that contracted for the work) and have no affiliation with the Bidder.

Bidders must include the following with their submission:

- Resumes for proposed personnel in each category: Project Manager (1 individual), Superintendent/Field Coordinator (1 individual) and Machine Operator (1 individual).
- Completion of the relevant project experience forms (see attachments) for proposed personnel in each category.

Please note: If replacement or additional personnel are proposed after contract award, they must meet the defined experience level for the category. A resume and completed relevant project experience form of the proposed personnel will be reviewed by the Departmental Representative and is subject to their approval.

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 being given to the Bidder. Any blank responses on the project experience forms will result in the bid being disqualified with no further consideration being 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, the bid will be considered non-responsive and no further consideration will be given to the Bidder.

Define experience levels for each of the personnel categories identified:

Project Manager: Minimum 10 years experience in the environmental/remediation industry including 10 years experience in overall management (i.e. responsibility for project budget, allocation of technical personnel, adherence to project schedule) of ex-situ remediation projects similar to federal facilities and properties. Must have managed one (1) remediation project with a cost of \$500,000 or greater in the last three (3) years.

Project Manager Experience Table

Name of Individual:	
Total Number of Years Experience	
Number of Years Experience in the project manager role	
Project over \$500,000	Project Dollar Value: Project Name: Project completion date:

Superintendent/Field Coordinator: Minimum 10 years experience in the environmental/remediation industry including 5 years of demonstrated experience in on-site supervision of contracted personnel, inspection and approval of remediation projects similar to federal facilities and properties.

Superintendent/Field Coordinator Experience Table

Name of Individual:	
Total Number of Years Experience	
Number of Years Experience in the foreman/field coordinator role	
Please provide project name and project reference (must include name and phone # for each reference). Note: Different projects can be used for the evaluation criteria listed below.	
Excavation of contaminated soils and backfilling of excavations to meet geotechnical specifications.	Project Name: Reference Name: Reference Title: Reference Phone #: Brief project description:
Working near, or adjacent to, the marine environment or surface water body.	Project Name: Reference Name: Reference Title: Reference Phone #: Brief project description:
Implementing and monitoring temporary or permanent sediment & erosion control measures.	Project Name: Reference Name: Reference Title:

	<p>Reference Phone #:</p> <p>Brief project description:</p>
<p>Segregation of soil by environmental quality for off-site disposal</p>	<p>Project Name:</p> <p>Reference Name:</p> <p>Reference Title:</p> <p>Reference Phone #:</p> <p>Brief project description where segregation of soil by environmental quality for off-site disposal was completed:</p>

Machine Operator: Minimum 10 years experience operating heavy equipment.

Machine Operator #1 Experience Table

<p>Name of Individual:</p>	
<p>Number of Years Experience in the machine/equipment operator role</p>	
<p>Please provide project name and project reference (must include name and phone # for each reference). Note: Different projects can be used for the evaluation criteria listed below.</p>	
<p>Segregation of soil by environmental quality for off-site disposal</p>	<p>Project Name:</p> <p>Reference Name:</p> <p>Reference Title:</p> <p>Reference Phone #:</p> <p>Brief project description where segregation of soil by environmental quality for off-site disposal was completed:</p>

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Operation of various construction equipment including excavator, bulldozer, drum roller compactor, etc.	Project(s) Name: Reference Title: Reference Name: Reference Phone #: Brief project description including types of equipment used. Note: More than one project may be listed for this particular criteria but only one reference is required.

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

CERTIFICATE OF INSURANCE



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work Western Upland Portion Remediation Parcel 44 Western Upland Portion, Esquimalt, B.C.	Contract No. EZ897-161994
	Project No. R.077399.001

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 Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability Umbrella/Excess Liability				\$	\$	\$
				\$	\$	\$
Environmental Impairment Liability Insurance				\$	Aggregate	
				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		\$
Insert other type of insurance as required				\$		

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

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.

1. The Contractor must obtain Commercial General 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 and in the annual aggregate.
2. The Commercial General 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 should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, 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.
 - f. Blanket 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.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. 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.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents

Environmental Impairment Liability Insurance

1. The Contractor must obtain Type 2: Contractor's 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.
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 Type 2: Contractor's Pollution Liability insurance 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. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

Solicitation No. - N° de l'invitation
EZ897-161994/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
pwy028

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

File No. - N° du dossier CCC No./N°

CCC - FMS No./N° VME

NOTE TO TENDERERS: Use the mailing label below and affix it securely to the outside of the envelope or package containing your tender. 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.: EZ897-161994/A
Tender Closing Date & Time: **January 19, 2016 @ 2:00pm P.S.T.**
Project Description: Western Upland Remediation
Parcel 44 Western Upland Portion, Esquimalt, BC

ENVELOPE 1 - QUALIFICATIONS

TL

REAL PROPERTY CONTRACTING
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ENVELOPE 2 - PRICE

TL
