



INVITATION TO TENDER DOCUMENTS

#201108009

**CONSTRUCTION – TRIPLE TRACKING
OSHAWA STATION**

IN THE PROVINCE OF ONTARIO

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AUGUST 11, 2011

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1.0 OVERVIEW

1.1 Background

This Invitation to Tender is for the relocation of an existing swale, the construction of a new lateral platform, installation of a railroad base to accept new tracks to be installed by CN Rail as well as related demolition and new services.

The construction of the new platform and track bedding will be within and adjacent to the railway right of way. As such, tenderers must provide information and references evidencing that they have the in-house personnel or sub-contractors who have successfully performed major construction work within a railway right of way (ROW) and are knowledgeable with the various work safety rules governing this railway environment.

The extent of the required Work, the details and the conditions under which the Work shall be performed are outlined in the “Scope of Work, Specifications and Special Conditions” and “Drawings” attached hereto.

1.2 Closing Date

Tenders must be received as per Item 5 below, no later than **14:00hrs (2:00pm), Eastern Daylight savings Time on August 25, 2011**

1.3 Completion of the work

Work must be scheduled to commence on September 5, 2011 with completion by within the milestone targets identified in Item 4.4.3 below and the Section “Scope of Work and Special Conditions”.

2.0 SITE VISIT

2.1 A mandatory pre-bid meeting is scheduled as follows:

Date: August 18, 2011
Time: 10:00hrs to 11:30hrs
Location: VIA Rail – Oshawa Station
915 Bloor Street West
Oshawa, Ontario L1J 7E2

The purpose of the meeting will be to view the site and conditions that will impact or be impacted by the Scope of Work.

This will provide all bidders the opportunity to become thoroughly acquainted with the magnitude of the project, deliverables and all local conditions under which the successful proponent will be called upon to carry out the Work and will be the only opportunity to access the right of way.

2.2 **Before entering onto the Railway right-of-way for the purposes of the site visit the Tenderer will be required to sign** a “Release of Liability and Permit for Invitees” as issued by VIA and in accordance with company regulations. The

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completed Form must be returned or faxed, at least two (2) working days prior to the site visit, to VIA Rail Canada Inc., 3 Place Ville-Marie, Suite 500, Montreal, Quebec, H3B 2C9 to the attention of Paul A (Tony) McFarlane, Contract Manager, Capital Program , (Fax: 514-871-6423).

- 2.3 **The potential Tenderers while on the Railway property, will be required to wear safety hard hats, safety glasses, reflective apparel (safety vest) and safety boots in accordance with the Railways’ regulations as stated in “Safety Guidelines for Contractors” (Section 8, VIA’s Safety Policies for Contractors while on VIA Work Site). The potential Tenderers must be present for the Safety Briefing prior to entering the VIA Rail Right-of-Way.**
- 2.4 **It is the Tenderer’s responsibility to make their own travel and accommodation arrangements for the site visit and at their own cost. Train schedules and reservations may be found on the VIA web site: www.viarail.ca**

3.0 EXAMINATION OF INVITATION TO TENDER DOCUMENTS & ENQUIRIES

- 3.1 Each Tenderer shall be responsible for checking all items noted in the “List of Tender Documents” to ensure that this set of Invitation to Tender Documents is complete. Immediately notify the representative listed in Item 3.2 of this Article of any omissions or discrepancies observed therein.
- 3.2 All documents shall be read in conjunction with one another and it shall be assumed that they are in agreement. Tenderers shall notify VIA of any discrepancies, ambiguities or conflicts that are observed within the drawings and technical specification or any other portion of the Tender Documents, in writing, by contacting:
- Independent Project Managers
Attention: Chris Baylis, Project Manager
Fax: 905-723-9394
e-mail: cbaylis@ipmanagers.ca
- 3.3 All enquiries must be made in writing to the representative identified in 3.2 above and must be made no later than five (5) days prior to the Tender closing date so as to allow the Project Manager reasonable response time to address each request and to issue addenda, if required, before the closing date and time. Inquiries may be submitted by Tenderers only; not by Sub-Contractors or others.
- 3.4 All communications, written instructions or explanations to the Tenderers will be in the form of addenda, each of which shall become an integral part of the Tender Documents. The Tenderer must state on the “Form of Tender”, in the space provided, the number of addenda received. No verbal or telephone conversation shall be construed as binding to VIA unless such communication has been confirmed by addenda distributed to all persons in possession of a copy of the Invitation to Tender Document(s).

- 3.5 Tenderers are advised to reference the Scope of Work and any other technical or pertinent material relevant to the Form of Tender.
- 3.6 VIA is endeavouring to provide the most accurate information to assist the Tenderer in the preparation of his Tender. VIA however disclaims all liabilities and shall not be held responsible for expenses, losses or damages resulting from inaccuracies in such information. VIA shall make no payment to Tenderers for the preparation and submission of the Tenders.
- 3.7 No officer, agent or employee of VIA or its designate is authorized to explain or interpret orally any part of the tender document.

4. FORM OF TENDER

- 4.1 Tenders are to be submitted, typed or printed, on the “Form of Tender” contained herein.
- 4.2 The Tender Form shall be completely filled out without any alteration. Incomplete Tender Forms, Tenders submitted with conditions or improperly executed Tenders may render the Tender invalid.
- 4.3 Without diminishing the requirements embodied in the IIT, the following are some specific information that must be considered in the preparation of Tenders:
 - (a) The Contractor will have to have on-site at all times a Project Supervisor who will identify himself to VIA’s designated Project Manager at the beginning of the project. A job/safety briefing is to be conducted with all on-site personnel.
 - (b) Work must be completed within the time-frames identified in the Section “Scope of Work and Special Condition.
 - (c) The Contractor must ensure that work is scheduled and performed in a manner to minimise delays or negatively impact train operations, VIA passengers and others using or accessing the existing station.
 - (d) Work within the railway Right of Way (ROW) is to be performed within a night work block covering the period 2200hrs to 0700hrs with appropriate allocations for work stoppage for rail operations and traffic. The Contractor should expect a minimum of 30% downtime for work within the ROW and shall therefore be guided accordingly in the preparation of tenders.
- 4.4 Tenderers must fill in the Form of Tender as follows:
 - 4.4.1 Schedule of Prices
 - It is the tenderer’s responsibility to prepare independent quantities take off and cost estimates based on the Issued for Tender drawings and written specifications.
 - Where quantities are shown, these are approximated and provided for guidance in the preparation of tenders. It is the responsibility of the bidder to independently check quantities from tender documents. Unit

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and Lump Sum Prices shall include all overhead, profit, handling and all other related charges and shall hereinafter be referred to as Contract Prices.

- The Tenderer must provide the Lump Sum costs as requested in the Form of Tender, submitting prices for each of the functions identified therein, along with the total prices.
- The prices provided by the tenderer in the Form of Tender must be the full inclusive value of the services and / or the materials described, including all costs, expenses, engineering and transportation costs, down time due to work stoppages for train operations, together with all general risks, liabilities and obligations set forth or implied in the Invitation to Tender.
- The bidder undertakes to make available to VIA the detailed breakdown based on the bidder's take off quantities if so requested and which information could serve as a guide to any subsequent cost adjustments and the progress payment processes.
- No costs other than the ones established in the Form of Tender shall be payable by VIA.

4.4.2 *Alternative Prices*

The Tenderer may, if he wishes, present alternative prices for materials or processes in the space provided to that effect in the Form of Tender along with relevant information in support of that alternative. Alternative prices are not to be included in the base bid price.

4.4.3 *Preliminary and Construction Schedule*

The Tenderer must submit a Preliminary Project Schedule (built using scheduling software MS Project 2007 or Equivalent) which shall include the following as a minimum:

1 - Project Key Milestone dates: Indicate the forecasted start and or expected completion of major construction activities as per the following:

- Expected Award date
- Construction start date
- Relocate swale
- Construct New North Platform (Finish date)
- Demolish Existing North Platform on Station Side (Finish date)
- Prepare subgrade for new tracks
- Overall Project Finish date

2 - Major Project Activities to describe high level work phases and the optimum sequence of work with respect to major installations incorporating critical submittals / approvals & procurement activities but not limited to the following:

2.1 Pre-Construction

- Critical Submittals and approvals
- Major procurement activities
- Mobilization and set up of site temporary facilities

2.2 Construction

- Civil work
- Sub Structure (Foundations and Slab on Grade)
- Electrical Installations

3 - Clearly indicated start / finish dates and logical relations with critical Master Schedule Phasing Requirements involving other related projects and Forecasted Completion dates for Major Project Milestones based on the following target dates:

1. **Late August 2011** - (M1) Expected award date
2. **Early October 2011** - (M2) Existing duct bank removal completion
3. **Mid October 2011** - (M3) Completion of swale relocation
4. **Mid November 2011** - (M4) New track base installation completion
5. **Early December 2011** - (M5) New lateral platform completion

The Tenderer may submit additional information and is encouraged to improve on the forecasted dates for major milestone M2 & M3 provided that the dates are realistic and can establish the feasibility of his forecasted dates.

The successful bidder will be required to provide a detailed project schedule prior to starting work at site in accordance with Items 2.6 of the Scope of Work and Special Provisions.

4.4.4 Sub-Contractors

In addition to the trades indicated in the Form of tender, the Tenderer must list the sub-contractors whose services would be employed if its Tender is accepted.

4.4.5 Trade by Own Forces

The Tenderer must submit a list of the trades to be executed by its own forces.

4.4.7 Tenderer's Personnel

The Tenderer must provide documentation evidencing that it possesses the experience, resources and capabilities to provide the services required, including an organizational structure showing the names of key persons proposed for working on the project along with a reporting and responsibility matrix.

- 4.5 In the event where the Tenderer wishes to present additional information in support of its Tender, he must attach as an appendix to its Tender.

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5. TENDER SUBMISSION

- 5.1 All Tenders must be submitted using the “Form of Tender” as shown in Section 4.
- 5.2 The closing date and time for receipt of tenders is **on August 25, 2011 at 14:00hrs (2:00pm)**.
- 5.3 On August 25, 2011, no later than 14:00hrs (2:00pm), the original Tender document duly filled out with the breakdown details, CCDC 11 Form, sub-contractor information, supporting documentation and other required information shall be delivered to VIA, at the address noted below.
- 5.4 The Form of Tender along with all supporting documentation and alternatives shall be submitted in a sealed envelope or package. On the envelope, the Tenderer must affix his name, address and telephone number in the upper left corner, along with the inscription **“Tender #201108009 - Construction – Triple Tracking Oshawa Station”** and send it to:

VIA Rail Canada Inc.
c/o Independent Project Managers
286 King Street West, Suite 201
Oshawa, Ontario L1J 2J9
Attention: Mr. Chris Baylis
- 5.5 The Tenderer shall submit the original and two (2) copies of the Tender. Along with a CD of the Form of Tender in MS WORD format duly filled out.
- 5.6 Late proposals will not be accepted.
- 5.7 There will be no public opening of the Tenders.

6. ACCEPTANCE OF TENDERS

- 6.1 Only submissions received in compliance with the procedures noted above will be accepted.
- 6.2 The lowest bid will not necessarily be accepted and VIA reserves the right to reject any or all responses to this invitation and also reserves the right not to proceed with an award of Contract, to delay or modify the implementation schedule, or to award only part of the Work to a Contractor with costs adjusted accordingly through consultation with the Contractor and without penalty or recourse.
- 6.3 VIA reserves the right to reject any Tender containing false information or not containing all information requested by this Invitation to Tender or all information necessary for analysis.
- 6.4 VIA is under no obligation to justify its decision to accept, reject or refuse a Tender.
- 6.5 VIA reserves the right to enter into negotiations with any Tenderer.
- 6.6 The Tenderer shall not make any claim for the cost of preparing his Tender.

7. **PROCEDURE OF SELECTION**

- 7.1 VIA will proceed to an initial evaluation of the Tenders, which will determine which Tenderer(s) will be selected for further evaluation.
- 7.2 This evaluation of Tenders will be based, without being restricted to Price Considerations, Construction Schedule, Contractor Qualifications, experience with similar scope of services, equipment and labour resources.
- 7.3 The successful Tenderer will be notified in writing by VIA.

7.4 **Contractor's Qualifications**

The Tenderer at his expense shall submit, with his tender, CCDC 11 Form (Contractor's Qualification Statement) along with the detailed information requested hereafter in this section. Only qualified Contractors shall be considered for evaluation and award of a Contract. In order to be considered qualified the Tenderer must demonstrate that it possesses the following experience and qualifications.

- 7.4.1 Experience with work of a similar nature, scope and magnitude of the Work contemplated in this Invitation to Tender as well as the physical and financial resources to sustain and complete the Work to the satisfaction of VIA. Specifically, the Contractor must demonstrate that he or his designated sub-contractor possesses the following experience and qualification :
- 7.4.1.1 Construction within an operating railway right-of-way
- 7.4.1.2 Construction of structures in close proximity to an active railway right of way
- 7.4.2 The Contractor shall employ only skilled personnel with experience and qualifications relevant to the proposed, under the supervision of a qualified and experienced senior staff member to perform the Work contemplated under this Invitation to Tender.
- 7.4.3 The Contractor shall employ staff for the following Key Team Member positions to perform the Work contemplated herein with the experience and qualifications specified as follows :
- 7.4.3.1 Position : Project Manager ; Years Experience: min. 10 years
- 7.4.3.2 Position : Superintendent ; Years Experience: min. 10 years
- 7.4.4 For each of the individuals to be employed in the Key Team Member roles, the Contractor shall provide the curriculum vitae, which clearly identifies their qualifications and experience relative to the Work being requested and the years of experience in the specified position.

8. **BONDS**

- 8.1 Each Tenderer shall submit with his Tender, a Bid Bond from a recognized surety company licensed in the Province of Ontario in an amount not less than ten percent (10%) of the Tender Price. Upon the opening of the Tenders, all Bid Bonds shall be immediately taken in charge by the VIA Contracts Officer who shall retain them in safekeeping until their return.

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- 8.1.1 Bid Bonds so deposited shall be returned to the unsuccessful Tenderers after the Contract has been awarded.
- 8.1.2 The Bid Bond of the successful Tenderer shall be returned to him after he has furnished the Contract security hereinafter referred to.
- 8.2 VIA may require the successful tenderer to provide a Performance and a Labour and Materials Payment bond. As such, each Tenderer shall submit with his Tender, a letter or undertaking from a recognized surety company licensed to operate in the Province of Ontario stating that, if the Tender is successful, the surety company will issue the following in VIA's name and in a form acceptable to VIA:
 - 8.2.1 A Performance Bond for fifty percent (50%) of the Contract Price payable to VIA Rail Canada Inc.
 - 8.2.2 A Labour and Material Payment Bond for one hundred percent (100%) of the Contract Price payable to VIA Rail Canada Inc.
- 8.3 If requested by VIA, the successful Tenderer shall obtain and furnish to VIA, at his expense, certified, duplicate copies of the Performance Bond and the Labour and Material Payment Bond within ten (10) working days of notification of a Contract award.
- 8.4 The security bonds shall be returned to the successful Tenderer at the end of the period of guarantee of materials and workmanship from the day of written acceptance of the completed Contract.
- 8.5 The cost for the above bonding shall be included in the cost of the Tender.

9. INSURANCE

- 9.1 Tenders must be submitted with a document or certificate provided by the Tenderer's Insurance Company indicating that if the Tender is successful, insurance will be provided in accordance with the requirements of these Tender Documents, as detailed in the Section "Contract for Major Construction Work" ; Article 11 – Insurance and Warranty .
- 9.2 The Tenderer will submit certificates of insurance to VIA as evidence of the above-mentioned coverage prior to commencement of the Work.

10. ALTERNATIVE PRICES

- 10.1 Where manufactured materials, equipment and appliances are specified by their proprietary names or by part or catalogue numbers, it is intended only to establish a standard of quality, types of characteristics, and not to limit competition. Similar products produced by manufacturers other than those specified may be acceptable and, if so desired, Tenderers may propose such products as alternatives in the section, Alternative Prices.
- 10.2 In some instances alternative prices are specifically requested in the Tender Documents and the Tenderer in the Tender Form shall also provide these.

- 10.3 Alternative prices shall not be included in the Tender Price.
- 10.4 VIA reserves the right to judge each alternative price individually in order to determine whether or not it may be accepted.

11. OCCUPATIONAL HEALTH AND SAFETY ACT

- 11.1 Tenderers should note that where the provisions of the Province of Ontario Occupational Health and Safety Act apply to the services to be provided under a Contract resulting from this Invitation to for Tender, all of the responsibilities and obligations imposed upon the "contractor" under this Act must be assumed by the Tenderer. All costs for services/materials required to fulfill these obligations shall be included in the Contract price quoted. Should VIA become aware of any violations of this Act and Regulations, a notification will be made to the appropriate authorities. Where so, warranted Work could be suspended or indeed terminated without cost to VIA.
- 11.2 The Tenderer shall fulfill all of its obligations in compliance with the Occupational Health and Safety Act and agrees to take responsibility for any health and safety violation that may occur. Furthermore, if VIA (or any of its employees) shall be made a party to any charge under the Occupational Health and Safety Act in relation to any violation of the said Act arising out of this Contract, the Tenderer shall indemnify and save harmless VIA from any and all charges, fines, penalties, and costs that may be incurred or paid by VIA.

12. WORKPLACE SAFETY AND INSURANCE BOARD

- 12.1 The Tenderer shall pay to the appropriate provincial Board/Commission all assessments and levies owing to the Board/Commission in respect to any resulting Contract and any unpaid assessments or levies shall be the sole responsibility of the Contractor.
- 12.2 Prior to commencing Work, Tenderers are required to be registered in the Province of Ontario and must provide evidence of compliance with the requirements of the Province of Ontario with respect to Workplace Safety and Insurance Board (WSIB) requirements.
- 12.3 Out-of-province Tenderers are not exempt from having to register and must comply with the requirements of the Workplace Safety and Insurance Board of Ontario. Prior to commencing Work, out-of-province Tenderers not required to be registered in Ontario shall provide:
 - 12.3.1 Written confirmation from the Workplace Safety and Insurance Board of Ontario stating the Tenderer is not required to be registered in Ontario, and
 - 12.3.2 Evidence of compliance with the requirements of the province or territory of the Place of Business with respect to Workplace Safety and Insurance Board.
- 12.4 At any time during the term of the Contract, when requested by VIA, the Tenderer shall provide such evidence of compliance by himself/herself and his/her

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Subcontractors. Failure to provide satisfactory evidence in respect Workplace Safety and Insurance Board requirements shall result in payment being held until satisfactory evidence of compliance has been received

13. LANGUAGE

- 13.1 The parties acknowledge that this Invitation to Tender is issued in English
- 13.2 Respondents may submit their proposal in either of Canada's Official Languages.

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**ACKNOWLEDGEMENT FORM (A)
PRE-BID PROJECT MEETING**

TO: Via Rail Canada Inc.
FAX: 514-871-6423
ATTENTION: Paul A. (Tony) McFarlane, Contracts Manager, Capital Program

Name of Firm: _____ Date: _____

Tel: _____ Fax: _____

e-Mail: _____

Hereby acknowledge receipt of VIA's Invitation to Tender #201108009 and it is our intention to:

Attend the Pre-Bid Project meeting on _____:

YES

NO

If "Yes" - Name of Attendees:

Authorized Signatory

Print Name

- (1) Please provide this information no later than three (3) days prior to the meeting.
(2) Please limit attendance to a maximum of two (2) individuals only

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**ACKNOWLEDGEMENT FORM (B)
TENDER SUBMISSION**

TO: Via Rail Canada Inc.
FAX: 514-871-6423
ATTENTION: Paul A. (Tony) McFarlane, Contracts Manager, Capital Program

Name of Firm: _____ Date: _____

Tel: _____ Fax: _____

e-Mail: _____

Hereby acknowledge receipt of VIA's Invitation to Tender (Yes) (No)
#201108009 and it is our intention to submit a tender

If NO, please tell us why:

Authorized Signatory

Print Name

Please provide this information within FIVE (5) working days after the pre-bid
project meeting.

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RAILWAY RAIL CANADA INC - RELEASE OF LIABILITY AND PERMIT FOR CONTRACTORS

In Consideration of VIA RAIL CANADA INC. and CANADIAN NATIONAL RAIL (hereafter called “Railway” permitting to assist *(the Contractor name)*)

The “CONTRACTOR” and their servants or agents to enter upon right-of-way of the Railway for the purposes of a **Pre-Bid Site Visit for Invitation to Tender #201108009 – Construction – Triple Tracking Oshawa Station**

The CONTRACTOR hereby releases and forever discharges the RAILWAY, and its servants and agents from any and all claims, demands, actions, suits or other proceedings which the INVITEE may have in any manner whatsoever when on the said right-of-way, including any claims or demands for loss of or damage to machines or other equipment brought upon the right-of-way or injuries or death to persons on the said right-of-way, pursuant to this permission, except only to the extent that such loss, damage, injury or death is caused by the negligence of the RAILWAY.

In further consideration of the said permission, the CONTRACTOR hereby covenants to indemnify and save harmless the RAILWAY from any and all expenses, costs, claims, demands, actions, suits or other proceedings arising out of the said permission, except only to the extent caused by the negligence of the RAILWAY. Without limiting the generality of the foregoing, such indemnity shall include any expenses, costs, claims, demands or actions, arising out of injury or death to persons or animals who gain access to the Railway right-of-way as a result of said permission.

Claims referred to herein shall include any awards made against the Railway under any statute for the protection of workmen.

The CONTRACTOR shall not, at anytime or in any way, interfere with the operations, maintenance or use of RAILWAY property by RAILWAY or its assigns. The RAILWAY shall be entitled, at any time when it deems it advisable in its sole judgment, to postpone, interrupt or end the Invitee’s occupation of its property, without penalty or liability for such decision.

The CONTRACTOR shall comply with and conform to all RAILWAY rules and regulations regarding security and behaviour on RAILWAY property or Railway right-of-way and to all orders, rules and regulations of the Department of Transport and of the Canadian Transportation Agency or other authority having jurisdiction respecting the premises, the goods and property placed and stored therein, the business transacted thereon and the use of such premises by them.

Work is not permitted where workers or equipment may affect the track without a RAILWAY employee present.

Under no circumstances may equipment work within 10 metres (30 feet) of the nearest rail without flagging protection provided by the RAILWAY at the expense of RAILWAY. This minimum distance may be increased/decreased at the discretion of RAILWAY dependant on the type of work to be done. Said protection must be arranged at least five (5) working days in advance of stating the work.

THIS PERMIT EXPIRES ON: _____
Expiry Date

Approval on behalf of RAILWAY

Signature of CONTRACTOR

Title : Project Manager

Title: