

\*Please see reception if copy is needed



# KLUANE FIRST NATION

**P.O. Box 20, Burwash Landing, Yukon Territory Y0B 1V0**

Main Ph: (867) 841-4274 Fax: (867) 841-5900 Toll Free 1-866-558-5587

## TENDER

T-2023-003

FOR

**INSTALLATION OF DRIVEWAYS AND CULVERTS  
TRIMMING UP OF SITES  
DISPOSAL OF DELETERIOUS MATERIAL  
SUPPLY GRAVEL FOR SITE WORK  
INSTALL GRAVEL FOR SITE WORK**

**LOTS 30, 31, 51, 52 COPPER JOE SUBDIVISION**

**DATE ISSUED: AUGUST.17.2023**

TENDER BIDS – on forms supplied by Kluane First Nation, in sealed envelopes clearly marked as to the contents, will be received by the undersigned until 2:00 p.m. local time on August.24,2023 at 15 Sedata Street, Burwash Landing, Yukon.

THE LOWEST OR ANY PARTICULAR BID IS NOT NECESSARILY ACCEPTED.  
KLUANE FIRST NATION RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS.

For further information, please contact:

Dainius Zaldokas  
Project Manager  
Cell: 867-334-5231  
Email: [xbzee@yahoo.com](mailto:xbzee@yahoo.com)

Kluane First Nation (KFN) is requesting bids from interested parties to execute the following work on its Copper Joe housing project:

### **SCOPE OF WORK**

- Trim up Lots # 30, 31, 51 & 52 to prepare for final site grading. All deleterious material to be removed and disposed off-site. This includes pulling back and cleaning up any debris that was pushed beyond the site boundaries during grubbing.
- Remove existing rough driveway at Lot # 51 and restore the ditch to its original condition.
- Install 3 new culverts and driveways on Lots # 30, 31, & 52.
- Supply pit run from the Copper Joe gravel pit to Lots # 30, 31, 51 & 52.
- Install pit run on Lots # 30, 31, 51 & 52 as per the attached drawings indicating the locations and cross-section of work. Gravel is to be placed, shaped, moisture conditioned, and compacted.

### **SITE VISIT / INSPECTION**

Potential bidders are **REQUIRED** to visit the site and gravel pit to confirm the conditions, type of material, and working area. Call the Project Manager to make an appointment to view the pit and site if necessary.

### **RESPONSIBILITIES**

#### **CONTRACTOR:**

- Provide all tools, equipment, fuel, mobilization and demobilization, insurance, LOA, and labour to execute the work.
- The housing General Contractor is currently working on site and has the priority. The gravel contractor shall not impede the work of the General Contractor and shall be responsible for directly negotiating the workflow with the General Contractor.

#### **OWNER:**

- Provide all permitting.

## **TENDER REQUIREMENTS**

The tender form as supplied for this tender must be used and will be received by the Project Manager or their duly authorized representative until 2:00p.m. local time on **August.24.2023**. Bids received after closing time will not be considered. Bids must be submitted in a sealed envelope clearly marked:

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1. The bid must be legible and prepared in ink or by typewriter and all items must be bid with each unit price for each item and other entries being fully clear. Any erasures or overwriting of prices must be initialed by the proponent.
2. The bid must not be restricted by any statement added to the Tender Form, a covering letter, or alterations to the Tender Form provided by KFN.
3. Adjustments by email or letter to a bid already submitted will not be considered. A Bidder desiring to adjust a bid must withdraw the Bid and supersede it with a new Bid submission.
4. All Bids shall be irrevocable after the due date and are to remain open to acceptance for a period of thirty (30) days or until a contract is signed with the Successful Bidder or whichever comes first.
5. All expenses involved with the preparation and submission of quotations to KFN or any work performed in connection therewith shall be borne by the bidder.
6. KFN expects that all costs to complete the work shall be included in the quotation. Additional costs identified during completion of the project must be submitted in writing and approved by KFN prior to the commencement of the work.

## **TENDER BIDS**

Bids shall be at either a fixed price, unit price, or time and materials as indicated on the tender form.

### **LIMITATION OF DAMAGES**

The Bidder waives any claim for loss of profits, overhead expenses, liabilities, costs, expenses, loss, or damages incurred, sustained, or suffered by themselves prior or subsequent to or by reason of acceptance or the non-acceptance by KFN or any tender bid or by reason of any delay in the acceptance of a quotation, or matters in respect of the competitive process, except as provided in the tender bid.

### **ERRORS AND OMMISIONS**

It is understood, acknowledged, and agreed that while this Request for Tender includes specific requirements and specifications, and while KFN has used considerable efforts to ensure an accurate representation of information in this request, the information is not guaranteed by KFN to be accurate, nor necessarily comprehensive or exhaustive. Nothing in the request is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Request for Tender. There will be no consideration of any claim, after submission of Tender if there is a misunderstanding with respect to the conditions imposed by the contract.

### **INDEMNIFICATION**

The successful Bidder will, at all times, indemnify and save harmless KFN, their officers, employees and agents from and against all claims, demands, losses, costs, damages, action, suit or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by the Bidder or any of its officers, directors, employees, or agents in connection with the services performed, purportedly performed or required to be performed by the Bidder under this Request for Tender and subsequent agreement.

### **AWARD**

KFN reserves the right to accept or reject any or all tenders, to negotiate with the Successful Bidders, split the award or to waive irregularities and omissions, if in so doing the best interests of KFN will be served. No liability shall accrue to KFN for its decision in this regard. Any bid or any part of any bid will not necessarily be accepted. The lowest bid does not necessarily constitute an award. KFN is not obligated to award a contract to any bidder pursuant to this Request for Tender.

### **FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

All Tenders submitted become the property of KFN. Bidders are reminded to identify in their Tender material any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete tenders are not to be identified as confidential. The information contained in this tender document may be utilized by the Bidder solely for the purpose of preparing a Tender Bid

for submission to KFN. KFN does not authorize any other use of the information for any other purpose. Bidders must indicate clearly within their Tender information they consider to be confidential.

### **LAWS AND REGULATIONS**

The Successful Bidder shall comply with the relevant federal, territorial, and municipal statutes, regulations, and by-laws pertaining to the work and its performance. The Successful Bidder shall be responsible for ensuring similar compliance by its suppliers and sub-contractors. The contract shall be governed by and interpreted in accordance with the laws of the Yukon.

### **WORKPLACE HEALTH AND SAFETY**

Within 48 hours of contract Notification of Award and prior to signing the contract the Successful Bidders shall provide KFN with a copy of a current YWCB Clearance Letter. It is the successful Bidders responsibility to provide and maintain current clearance certificates for the duration of the project.

### **HEALTH AND SAFETY**

All work performed under this contract must be carried out in accordance with the terms and conditions of the Yukon Occupational Health and Safety Act.

### **INSURANCE**

Within 48 hours of contract Notification of Award and prior to signing the contract the Successful Bidder shall provide KFN with proof of General Liability Insurance. A minimum coverage of \$2,000,000 is required. It is the Successful Bidders responsibility to provide and maintain general liability insurance for the duration of the project.

### **SUB-CONTRACTORS**

The Contractor shall not assign or sub-let the Contract or any part thereof or any benefit of interest therein, or there under, without the prior written consent of KFN. The Contractor shall be held as fully responsible to KFN for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

### **YUKON GOVERNMENT GRAVEL PIT REQUIREMENTS**

The contractor shall comply with the requirements of any Gravel Pit permit in place.

### **TENDER DEPOSIT**

A Tender deposit is not required for this project.

**SCHEDULE OF ITEMS AND PRICES**

Prices shall be submitted in Canadian funds.

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I/WE \_\_\_\_\_

Propose and agree to perform the following work for Kluane First Nation and to comply with the terms and conditions as set out in the Tender documents. The work shall be on Lots 30, 31, 51 & 52 located at Copper Joe Subdivision. Work is to be executed as per the attached drawings. Time and materials work shall be done as per the submitted equipment and labour rates.

Drawings A, B, C, D, & E are provided to describe the required work.

1. The existing driveway on Lot 51 is to be removed and the ditch is to be restored to its original condition. Deleterious material is to be disposed of off-site. This work will be on a time and materials basis and charged as per the submitted and approved equipment and labour rates.
2. A new culvert and new driveway are to be installed at Lots 30, 31 & 52. The culverts are to be supplied by KFN, and the Contractor is required to pick them up at the PWMS material yard in Burwash Landing. This work will be on a time and materials basis and charged as per the submitted and approved equipment and labour rates.
3. Lots 30, 31, 51 & 52 are to be trimmed up to prepare for the gravel site shaping. Deleterious material previously pushed into the trees during grubbing is to be cleaned up. All deleterious material is to be removed and disposed of off-site. This work will be on a time and materials basis and charged as per the submitted and approved equipment and labour rates.
4. Loading and hauling an estimated amount of 1000 M3 of clean pit run from the Copper Joe gravel pit to the Copper Joe subdivision.

At a rate of \$ \_\_\_\_\_ per M3 X 1000 M3 = \$ \_\_\_\_\_

**TENDER FORM  
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5. Placing imported pit run as per the attached drawings. Pit run to be placed, shaped, trimmed, water conditioned and packed. Material to be sloped as per the drawings.

At a rate of \$ \_\_\_\_\_ per M3 X 1000 M3 = \$ \_\_\_\_\_

**This contract is to be completed by September.30.2023.**

All gravel is to be placed in maximum 200 mm lifts, moisture conditioned, and compacted to at least 98% SPMDD.

Gravel testing and compaction testing and its associated costs shall be the responsibility of KFN.

Progress payments shall be submitted after the 25<sup>th</sup> of the month and must be approved by the project manager.

The lowest or any tender is not necessarily accepted.

**PROVIDE EQUIPMENT SCHEDULE ON ATTACHED FORM – APPENDIX - A**

I/WE \_\_\_\_\_

have read and agree to the terms and conditions set forth in the Tender documents.

Business name \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Signature \_\_\_\_\_

Witness Signature \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_