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### **GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T (2011-05-16)**

The following GI's are included by reference and are available at the following Web Site:

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

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## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 BID DOCUMENTS

1) The following are the bid documents:

- (a) Invitation to Tender - Page 1;
- (b) Special Instructions to Bidders;
- (c) General Instructions to Bidders R2710T (2011-05-16); As amended by paragraphs 3) 4) & 5) of SI01
- (d) Clauses & Conditions identified in "Contract Documents";
- (e) Drawings and Specifications;
- (f) Bid and Acceptance Form and related Appendice(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 to Bidders 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>

*R2710T SECTION GI01 "CODE OF CONDUCT FOR PROCUREMENT" IS DELETED AND REPLACED BY "CODE OF CONDUCT AND CERTIFICATIONS".*

3) GI01 Code of Conduct and Certifications

1. Bidders must comply with the [Code of Conduct for Procurement](#). Furthermore, in addition to the [Code of Conduct for Procurement](#), bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the procurement process, the following activities are prohibited:

- (a) payment of a contingency fee to a person to whom the [Lobbying Act](#) (1985, c. 44 (4th Supp.)) applies;
- (b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.

2. By submitting a bid, the Bidder certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Bidder nor any of the Bidder's parent, subsidiaries or other affiliates has ever been convicted of a criminal offence in respect of the activities stated in (a) or (b) above or is the subject of outstanding criminal charges in respect of such activities filed subsequent to September 1, 2010.

3. Bidders further understand that the commission of certain offences will render them ineligible to be awarded a contract. By submitting a bid, the Bidder certifies that except for those offences where a criminal pardon has been obtained, neither the Bidder nor any of the Bidder's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of an offence under any of the following provisions:

section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph

80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

4. For the purpose of this section, business concerns, organizations or individuals are Bidder's affiliates if, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Bidder that is charged or convicted, as the case may be.

5. The Contracting Authority will declare non-responsive any bid in respect of which the information contained in the certifications contemplated above is determined to be untrue in any respect by the Contracting Authority.

6. In circumstances where a bidder or any of the Bidder's parent, subsidiaries or other affiliates has pled guilty of an offence contemplated in subsections 1 and 3, the Bidder must provide with its bid, a certified copy of confirming documentation from the Competition Bureau of Canada indicating that leniency has been granted, or a certified copy of confirming documentation from the National Parole Board indicating that a criminal pardon has been obtained, in relation to such offences.

7. The Bidder or any of the Bidder's parent, subsidiaries or other affiliates must remain free and clear of any charges or convictions contemplated in subsections 1 and 3 during the period of any resulting contract arising from this bid solicitation.

*R2710T SECTION G112 "ACCEPTANCE OF BID" IS DELETED AND REPLACED BY "REJECTION OF BID".*

4) G112 Rejection of Bid

1. Canada may reject a bid where any of the following circumstances is present:

- (a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- (b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
- (c) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- (d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
- (e) evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- (f) with respect to current or prior transactions with the Government of Canada:
  - (i) Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;

- (ii) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.

3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:

- (i) reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
- (ii) reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

*R2710T SECTION G114 "PROCUREMENT BUSINESS NUMBER" IS MODIFIED*

5) G114 Procurement Business Number

1) Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on the [Contracts Canada](#) Web site. For non-Internet registration, Bidders may contact the nearest [Supplier Registration Agent](#).

## **SI02 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 G116 of R2710T "General Instructions to Bidders", 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.

## **SI03 SITE VISIT**

Bidders are encouraged to schedule a site visit to confirm the scope of the project. Site visit can be schedule by contacting the Project Manager Michael McKinley at (506) 873-1217

## **SI04 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with G111 of R2710T "General Instructions to Bidders". The facsimile number for receipt of revisions is (506) 876-4802.

**SI05 BID RESULTS**

- 1) A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
- 2) Following solicitation closing, bid results may be obtained by calling the bid receiving office at (506) 876-1209.

**SI06 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).

**SI07 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 SI07 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 SI07 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 SI01 4) of Special Instructions to Bidders

**SI08 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.

## **SI10 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&section=text#appL>

Contracts Canada (Buy and Sell):

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

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 PWGWSC-TPSGC 506):

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Certificate of Insurance (form PWGSC-TPSGC 357):

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

SACC Manual:

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

Schedules of Wage Rates for Federal Construction Contracts:

[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)

PWGSC, Industrial Security Services:

<Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

<Http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

## 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 (2011-05-16);  
As amended by paragraph 5)
    - GC2 Administration of the Contract R2820D (2011-05-16);
    - GC3 Execution and Control of the Work R2830D (2010-01-11);
    - GC4 Protective Measures R2840D (2008-05-12);
    - GC5 Terms of Payment R2850D (2010-01-11);
    - GC6 Delays and Changes in the Work R2860D (2008-05-12);
    - GC7 Default, Suspension or Termination of Contract R2870D (2008-05-12);
    - GC8 Dispute Resolution R288D (2008-12-12);
    - GC9 Contract Security R2890D (2011-05-16);
    - GC10 Insurance R2900D (2008-05-12);
    - Supplementary Conditions
    - Insurance Terms R2910D (2008-12-12);
    - Fair Wages and Hours of Labour - Labour Conditions R2940D (2010-01-11);
    - Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2007-05-25);
    - Schedules of Wage Rates for Federal Construction Contracts;
  - (e) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - (f) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - (g) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
- 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site: [http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml).
- 4) The language of the contract documents is the language of the Bid and Acceptance Form submitted.
- 5) *Add to R2810D GC1 - General Provisions - New section GC1.20 "Code of Conduct and Certifications"*
  - GC1.20 Code of Conduct and Certifications
    1. The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms. Furthermore, in addition to the [Code of Conduct for Procurement](#), the Contractor must comply with the terms set out in this section.
    2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following:

- (a) payment of a contingency fee to a person to whom the [Lobbying Act](#) (1985, c. 44 (4th Supp.)) applies;
  - (b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following:
- (a) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or
  - (b) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.
4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly:
- (a) either one controls or has the power to control the other, or
  - (b) a third party has the power to control both.
- Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.
5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**BID AND ACCEPTANCE FORM (BA)**

**BA01 IDENTIFICATION**

Upgrade primary power lines  
Kouchibouguac National Park of Canada

**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 of:

\$ \_\_\_\_\_ (excluding GST/HST)  
(amount in numbers)

**BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of 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 January 31, 2014.

**BA07 BID SECURITY**

The Bidder is enclosing bid security with its bid in accordance with GI09 - Bid Security Requirements of R2710T - General Instructions to Bidders.

**BA08 SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **APPENDIX A**

### **KOUCHIBOUGUAC NATIONAL PARK OF CANADA**

#### **Electrical Distribution – Upgrade Primary Power Lines**

#### **Specification**

##### Health & Safety:

The Contractor will meet the requirements of the contract in accordance with Work Safe NB, New Brunswick Regulation 91-191 – Part XIX – Electrical Safety.

Do complete installation in accordance with CSA C22.1-12, Canadian Electrical Code (Part 1), Safety Standard for Electrical Installations.

##### Codes and Standards:

The Contractor will perform the requirements of the contract in accordance with NB Power – Standard Construction Practices and the most recent edition of the Canadian Labour Code and the Canadian Electrical Code.

1. Do overhead in accordance with CSA C22.3 No. 1-10, Overhead Systems.
2. If conflicts arise between codes or standards originating from different authorities claiming to have jurisdiction, the most stringent condition will apply.

##### Voltage Ratings:

Operating voltages: to CAN3-C235-83 (R2010)

##### Permits, Fees and Inspection:

1. In order to obtain the necessary permit, the Contractor will prepare plan drawing(s) and engineering specifications required by NB Public Safety at no cost to the Owner.
2. Submit to NB Public Safety the necessary number of plan drawing(s) and engineering specifications for examination for approval prior to commencement of work.
3. Pay associated fees and schedule any inspections requested by NB Public Safety.

4. Notify Owner of changes required by NB Public Safety prior to making changes.
5. Furnish Certificates of Acceptance from NB Public Safety to the Owner upon final completion and inspection of the work.

Submittals – Shop drawings & Product Data:

The successful contractor will submit 3 copies of shop drawings and product data for approval prior to commencing the work of the contract. Shop drawings are original or standard drawings provided by the Contractor to illustrate project specific portions of the work. Product data are catalog sheets, brochures, literature or diagrams used to illustrate standard manufactured products.

Submittals – Health and Safety:

1. Complete Site-Specific Health and Safety Plan Template provided by Parks Canada upon award: within 3 days after date of notice to proceed and prior to commencement of the work.
2. Complete and submit “Attestation and Proof of Compliance with Occupational Health and Safety (OHS)” form provided by Parks Canada prior to commencement of the work.
3. Submit copies of reports or directions issued by federal and provincial health and safety inspectors.
4. Submit copies of incident and accident reports.
5. Submit WHMIS MSDS - material safety data sheets for all products to be used.
6. Owner’s Representative will review Contractor’s site-specific health and safety plan and provide comments to Contractor within 2 days after receipt of plan.
  1. Owner’s Representative may respond in writing, where deficiencies or concerns are noted and may request re-submission with correction of deficiencies or concerns.
  2. Revise plan as appropriate and resubmit plan to Owner’s Representative within 2 days after receipt of comments.
7. Post the approved Health and Safety Plan on site in a conspicuous location.

Wiring Identification:

1. Identify wiring with permanent indelible identifying markers, either numbered or coloured plastic tapes, on both ends of phase conductors or feeders and branch circuit wiring.
2. Maintain phase sequence and colour coding throughout.
3. Colour code: to CSA C22.1-12.
4. Use the same manner of the coding as the coding system that is already being used.

Warning signs:

As specified to meet requirements of NB Public Safety and the Owner.

Field Quality Control:

Conduct and pay for the following tests:

1. Power distribution system including phasing, voltage and grounding.
2. Insulation resistance testing: Megger circuits, feeders and equipment – check resistance to grounds before energizing.
3. Carry out tests in the presence of the Owner's Representative.
4. Provide instruments, meters, equipment and personnel required to conduct tests during and at conclusion of project.
5. Submit test results to Owner for review.

Scope of Work:

Generally, the Contractor's work includes upgrading 10.0 km of existing single phase, 7200 volt electrical distribution and constructing 1 km of new 1 phase electrical distribution. More specifically, the work includes, but is not limited to the following:

1. Remove existing, deteriorated utility power poles at 40 locations.
2. Provide and install new wooden utility power poles at 60 locations.

3. Provide and install new braced wooden cross-arms on new and existing utility power poles at 200 locations.
4. Provide and install new galvanized anchors at 10 locations.
5. Provide and install new down-guys at 15 locations.
6. Provide and install approximately 11 km of new 2/0 ACSR wire along the primary electrical distribution system.
7. Transfer dead-ends at 10 locations.
8. Transfer existing 1 phase primary and neutral wires to new utility poles at 40 locations.
9. Transfer switchgear as required.
10. Provide all hookups and ensure proper operation of the entire upgraded system.

Materials:

The contractor will provide and install only those materials as specified in the NB Power - Standard Construction Practices manual. No substitutions will be allowed unless approved by the Owner.

1. Utility Poles, Class 5 – 10.7 m long poles: Eastern White Cedar: to CSA 015.1, Western Red Cedar: to CSA 015.2, Lodgepole Pine: to CSA 015.3, CCA treated to CAN/CSA 080 Series.
2. Crossarms – 1.5 m long: Douglas fir to N.B. Power standards.
3. Zinc-coated Steel Wire Strand: to CAN/CSA G12.
4. Power Line Hardware: to CAN/CSA – C83.
5. Insulators: to N.B. Power Standards.
6. Galvanized Guys and Anchors: to N.B. Power standards.
7. Primary Conductors: to N.B. Power standards.
8. Fuse Cutouts: to N.B. Power standards.
9. Lightning Arresters: to N.B. Power standards.

10. Wire Connectors: to N.B. Power standards.

11. Ground Rods and Ground Connectors: to N.B. Power standards.

Pole Lines and Hardware Installation:

1. Locate and dig pole holes. Make holes large enough to allow space for tamping backfill.
2. Set poles.
3. Set poles to maintain even grade and vertically plumb. Allow for contour of terrain and do not exceed grading of 1.5 m per pole.
4. Replace backfill in 150 mm layers. Tamp each layer, and apply final layer to drain water away from pole.
5. Locate and install guy wires and galvanized anchors at dead-ends, corner poles, and start of branch feeders.
6. Insert anchor at least 1.8 m into ground. Backfill and tamp in 150 mm layers.
7. Install hardware.

Work by Others:

The Owner's workforce will clear vegetation interfering with the Contractor's work upon request.

Notes:

1. The Contractor may be required to perform portions of the work outside of regular working hours and/or on week-ends.
2. Disconnect of the existing power line must be approved by the Owner and must not occur prior to October 21, 2013.
3. The Contractor must familiarize himself with the Environmental Impact Assessment conducted by the Owner (see Appendix B).

**\*\* END OF SECTION \*\***

## Appendix B

### ENVIRONMENTAL IMPACT ASSESSMENT

**Project Title:** Electrical Distribution – Upgrade Primary Power Lines  
**Location:** Kouchibouguac National Park of Canada

The proposed project is not likely to cause adverse effects on natural or cultural resources with the implementation of Best Management Practices (BMP's).

The contractor should implement the following Best Management Practices:

#### Vehicles / machines / Fuel / Oil / Hazardous Material

- Environmental response materials shall be available on-site.
- All equipment shall be properly tuned, free of leaks, in good operating order and equipped with standard air emissions control devices. Vehicles found leaking petroleum products at the site shall be ordered off the grounds and the clean-up will be the responsibility of the contractor.
- Fuel and any hazardous material must be stored in appropriate containment facilities.
- Fuel and petroleum product storage shall be off the site and restricted on the property to the capacity of each equipment and machinery. All oils, lubricants and fuels must be stored in secure areas on impermeable pads.
- Refuelling is prohibited within 100 m of surface water and equipment must be refuelled on impermeable pads/pans designed to allow full containment of spills.
- All containers brought onto Crown property containing controlled products must be labelled, stored and handled in accordance with the Workplace Hazardous Material Information System (WHMIS) and Transportation of Dangerous Goods Regulations and reported through EMS.
- All construction equipment will be cleaned prior to entering park to minimize the risk of introducing weeds and/or invasive species.
- The operator shall ensure that all activities are conducted at least 30 m from any body of water (except when authorized by Superintendent or Resource Conservation Manager).
- Idling of engines will be minimized at all times.

- Careful machine operation is required to ensure that damage to surrounding vegetation does not occur.
- Only existing and indicated in project plans roadways/trails or disturbed areas shall be used for site access and travel within the site to minimize damage to in-situ cultural resources, vegetation and to reduce soil compaction.

Other:

- Unit EA Specialist shall be kept informed of project scheduling and will be notified of changes to the schedule at all times.
- Work will not be scheduled during heavy rainfall.
- In approved projects, the discovery of any cultural, archaeological, historical resources shall be reported to Parks Canada immediately and shall not be disturbed prior to archaeological assessment of nature and significance.
- Excavation should result in minimal changes to natural topography.
- Construction materials should be staged or stockpiled on a roadway, previously disturbed area or another site with high resiliency.

**\*\* END OF SECTION \*\***

### Appendix C

Map showing the location of the power line



## Appendix D

### Attestation and Proof of Compliance with Occupational Health and Safety (OHS)

**Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.**

#### Instructions:

Prime contractor must sign this form for all projects undertaken at Parks Canada work places.

This form is to be administered by the Project Manager and completed by the Prime Contractor AFTER contract award.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

| Parks Canada Responsible Authority/Project Lead            | Address | Contact Information |
|--|---------|---------------------|
| Project Manager/Contracting Authority (delete as required) |         |                     |
| Prime Contractor   |         |                     |
| Subcontractor(s) (add additional fields as required)       |         |                     |

Location of Work

General Description of Work to be Completed

Mark "Yes" where applicable.

|  |  |
|--|--|
|  | A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)   |
|  | The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.   |
|  | The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.  |
|  | The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.   |
|  | The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.  |
|  | The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.   |
|  | Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death. |
|  | The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.  |

I, \_\_\_\_\_ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_