

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Public Works Government Services Canada- Bid  
Receiving / Réception des soumissions  
189 Prince William Street  
Room 421  
Saint John  
New Brunswick  
E2L 2B9**

## Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Public Works Government Services Canada- Bid  
Receiving / Réception des soumissions  
189 Prince William Street  
Room 421  
Saint John  
New Bruns  
E2L 2B9

<b>Title - Sujet</b> Maint & Repair of Fuel Dispensing	
<b>Solicitation No. - N° de l'invitation</b> W0105-14E027/A	<b>Date</b> 2014-01-10
<b>Client Reference No. - N° de référence du client</b> W0105-14E027	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWB-020-3365
<b>File No. - N° de dossier</b> PWB-3-36111 (020)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-02-04</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Donovan, Janine PWB	<b>Buyer Id - Id de l'acheteur</b> pwb020
<b>Telephone No. - N° de téléphone</b> (506)636-5347 ( )	<b>FAX No. - N° de FAX</b> (506)636-4376
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Maint & Repair of Fuel Dispensing Various NB/PEI OROMOCTO New Brunswick Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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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## **REQUEST FOR STANDING OFFER (RFSO)**

### **MAINTENANCE AND REPAIR OF FUEL DISPENSING AND POL CONTAINMENT EQUIPMENT AND EXCAVATION OF CONTAMINATED MATERIALS VARIOUS BUILDINGS CFB GAGETOWN, TRAINING AREA AND OUTLYING AREAS NEW BRUNSWICK**

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and

Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Basis of Payment, Certifications, Complete list of each individual who is currently on the Bidder's Board of Directors and Specification.

## **2. Summary**

The Department of National Defence (DND), CFB Gagetown, Oromocto, New Brunswick has a requirement for the establishment of a Regional Individual Standing Offer (RISO). This Standing Offer is for the furnishing of all labour, materials, tools and equipment required to provide inspection, maintenance and repairs to fuel dispensing and petroleum oil and lubricant (POL) containment equipment and removal of contaminated materials at CFB Gagetown Base and Training area as well as Armouries located in New Brunswick and Prince Edward Island. Work will be performed as and when requested, from April 1, 2014 to March 31, 2016, in accordance with the Specification attached Annex "D".

This agreement is subject to the provisions of the Agreement on Internal Trade.

## **3. Debriefings**

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### **1.1 SACC Manual clauses**

SACC Manual clause M0019T (2007-05-25) Firm Prices and/or Rates

### **2. Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Offers by facsimile will be accepted. Facsimile Number is (506) 636-4376.

### **3. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than five ( 5 ) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

#### **4. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

#### **Section I: Financial Offer**

Offerors must submit their financial offer in accordance with “Annex "A", Basis of Payment". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers, including the financial evaluation criteria.

#### **1.1 Financial Evaluation**

1.1.1 Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Pricing Schedule (See Annex "A"). Offerors are required to bid on all line items in the Pricing Schedule or their offer may be considered non-responsive.

### **2. Basis of Selection**

2.1 An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify the Offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### **1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer**

#### **1.1 Code of Conduct and Certifications - Related documentation**

- 1.1.1** By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offerors affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of

names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

## **2. Additional Certifications Precedent to Issuance of Standing Offer**

The certifications listed below and the certifications in **Annex “B” Certifications** should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

- 2.1** The Contractor will be an established and licensed Petroleum Dispensing Equipment Installation and Maintenance Company with a minimum of five (5) years experience in installation and maintenance of fuel dispensing equipment and removal of contaminated materials. Proof of such is required within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.
- 2.2** Work must be performed by qualified New Brunswick Department of Environment Licensed Petroleum Installers. Proof of such is required within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.
- 2.3** The Contractor must hold all permits, certificates and licences required for the performance of the work. Proof of such is required within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.
- 2.4** Employees must be trained and certified in the Workplace Hazardous Materials Information System (WHIMIS) to a minimum level. Proof of such is required within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.

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**2.5** Employees to be involved in confined space entry must be in possession of current qualification document. Proof of such is required within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.

## **PART 6 - INSURANCE REQUIREMENTS**

### **1. Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in **Annex B**. If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

1.1 The Offeror offers to fulfill the requirement in accordance with the Specification in Annex "D".

#### **2. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **2.1 General Conditions**

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **3. Term of Standing Offer**

##### **3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from April 1, 2014 to March 31, 2016.

#### **4. Authorities**

##### **4.1 Standing Offer Authority**

The Standing Offer Authority is:

Janine Donovan  
Public Works and Government Services Canada  
Acquisitions Branch  
Real Property Contracting  
189 Prince William, Room 421  
Saint John, N.B.  
E2L 2B9

Telephone: (506) 636-5347

Facsimile: (506) 636-4376

E-mail address: janine.donovan@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### **4.2 Project Authority**

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

#### **4.3 Offeror's Representative**

Name: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

Fax: (     ) \_\_\_\_\_

E-mail: \_\_\_\_\_

#### **5. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence.

#### **6. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form CF942.

#### **7. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Harmonized Sales Tax included).

## **8. Financial Limitation**

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$1,000,000.00 (Harmonized Sales Tax extra) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## **9. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) Supplemental General Conditions 2010C (2013-06-27), General Conditions - Services (Medium Complexity);
- e) Specifications and drawings;
- f) Annex "A", Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) the Offeror's offer

## **10. Certifications**

### **10.1. Compliance**

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.



## **11. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

## **12. Estimates**

SACC Manual clause M3800C (2006-08-15) Estimates

## **13. Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex B . The Contractor must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Standing Offer.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer 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.

The Contractor must forward to the Standing Offer Authority within seven (7) days after request from the Standing Offer Authority and prior to award of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **1. Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

Supplemental General Conditions 2010C (2013-06-27), General Conditions - Services (Medium Complexity); apply to and form part of the Contract.

### **3. Term of Contract**

#### **3.1 Period of the Contract**

The Work must be completed in accordance with the call-up against the Standing Offer.

### **4. Payment**

#### **4.1 Basis of Payment**

Refer to "Annex "A", Basis of Payment"

#### **4.2 Limitation of Price**

SACC Manual clause C6000C (2011-05-16) Limitation of Price

#### **4.3 Single Payment**

SACC Manual clause H1000C (2008-05-12) Single Payment

### **5. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

**ANNEX "A"**  
**BASIS OF PAYMENT**  
**PRICING SCHEDULE**  
**April 1, 2014 to March 31, 2016**

Item	Description, Class of Labour, Material or Plant	Unit of Measure	Estimated Hrs / Qty	Unit Price \$    ¢	Estimated Total Price \$    ¢
1	Licensed installer rate per hour for service calls during normal working hours	Hour	4,000	\$ _____	\$ _____
2	Licensed installer rate per hour for emergency calls after normal working hours	Hour	200	\$ _____	\$ _____
3	Helper rate per hour for service calls during normal working hours	Hour	4,000	\$ _____	\$ _____
4	Helper rate per hour for emergency calls after normal working hours	Hour	200	\$ _____	\$ _____
5	Rate per hour for Backhoe with Operator for service calls during normal working hours; 426 Caterpillar 4x4 with extend-a-boom or equivalent	Hour	100	\$ _____	\$ _____
6	Rate per hour for Backhoe with Operator for emergency calls after normal working hours; 426 Caterpillar 4x4 with extend-a-boom or equivalent.	Hour	40	\$ _____	\$ _____
7	Rate per hour for Backhoe with Operator for service calls during normal working hours; 426 Caterpillar 4x4 with breaker or equivalent	Hour	100	\$ _____	\$ _____

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8	Rate per hour for Backhoe with Operator for emergency calls after normal working hours; 426 Caterpillar 4x4 with breaker or equivalent	Hour	40	\$ _____	\$ _____
9	Rate for Tracked Excavator with Operator for service calls during normal working hours; 320 Caterpillar or equivalent	Hour	100	\$ _____	\$ _____
10	Rate for Tracked Excavator with Operator for emergency calls after normal working hours; 320 Caterpillar or equivalent	Hour	40	\$ _____	\$ _____
11	Rate for Tandem Axle Dump Truck with Operator for service calls during normal working hours; setup to tow tandem trailer	Hour	200	\$ _____	\$ _____
12	Rate for Tandem Axle Dump Truck with Operator for emergency calls after normal working hours; setup to tow tandem trailer	Hour	40	\$ _____	\$ _____
13	Rate for Tandem Trailer	Hour	200	\$ _____	\$ _____
14	Rate for Vacuum Truck with Operator for service calls during working hours	Hour	100	\$ _____	\$ _____
15	Rate for Vacuum Truck with Operator for service calls after normal working hours.	Hour	40	\$ _____	\$ _____
16	Rate for Disposal of Contaminated Soils	Tonne	800	\$ _____	\$ _____
17	Rate per as-built drawings in an emergency situatio as per section 00 21 13, sub-section 1.1.3 of the specification	As-built drawings	10	\$ _____	\$ _____

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18	All products and materials will be invoiced at the Contractor's wholesale cost plus a percentage for mark-up, estimated at \$350,000. The Contractor is to submit a percent of mark-up for tendering purposes.	Allowance	\$350,000	Mark-up _____ % = \$ _____	Allowance + Mark up = \$ _____
<b><u>Total Estimated Amount used for Evaluation</u></b>					\$ _____

Note: The estimated quantity entered in column four for each item is an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

**ANNEX “B”****Certifications Precedent to Standing Offer Award****1. Workers' Compensation Certification - Letter of Good Standing**

Within seven (7) days and prior to award, provide proof that the Offeror has an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

**2. Equipment List**

Within seven (7) days and prior to award, the Offeror will be required to provide an equipment list which will include year, make and model. This equipment is subject to inspection by the Department of National Defence (DND).

**3. The Contractor will be an established and licensed Petroleum Dispensing Equipment Installation and Maintenance Company with a minimum of five (5) years experience in installation and maintenance of fuel dispensing equipment and removal of contaminated materials. Proof of such is required within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.****4. Work must be performed by qualified New Brunswick Department of Environment Licensed Petroleum Installers. Proof of such is required within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.****5. The Contractor must hold all permits, certificates and licences required for the performance of the work. Proof of such is required within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.****6. Employees must be trained and certified in the Workplace Hazardous Materials Information System (WHIMIS) to a minimum level. Proof of such is required within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.****7. Employees to be involved in confined space entry must be in possession of current qualification document. Proof of such is required within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.****8. Proof of liability insurance for a minimum amount of two million (\$2,000,000) as specified below.**

## INSURANCE REQUIREMENTS

### Commercial General Liability Insurance

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 the Department of National Defence.
  - (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.



Solicitation No. - N° de l'invitation

W0105-14E027/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-3-36111

Buyer ID - Id de l'acheteur

pwb020

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

W0105-14E027

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX C**

### **COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE BIDDER'S BOARD OF DIRECTORS**

#### ***NOTE TO OFFERORS***

***WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

Solicitation No. - N° de l'invitation

W0105-14E027/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-3-36111

Buyer ID - Id de l'acheteur

pwb020

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

W0105-14E027

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX D**

### **SPECIFICATION**



**DEPARTMENT OF NATIONAL DEFENCE  
5 ENGINEER SERVICES SQUADRON  
5 ENGINEER SERVICES UNIT  
CFB GAGETOWN**

**SPECIFICATION**

**STANDING OFFER AGREEMENT  
MAINTENANCE AND REPAIR OF FUEL DISPENSING AND  
POL CONTAINMENT EQUIPMENT AND EXCAVATION OF  
CONTAMINATED MATERIALS  
CFB GAGETOWN AND TRAINING AREA PLUS OUTLYING  
AREAS**

**01 APRIL 2014 TO 31 MARCH 2016**

  
Designed by

  
Fire Inspector

  
Project O

  
Engineering O

**PF No:**

**Job No:** L-G2-9900/1622

**Date:** 2013-06-26

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PART 1 - GENERAL

1.1 Description of Work .1

The work covered under this Standing Offer Agreement comprises the furnishing of all labour, materials, tools and equipment required to provide Inspection, Maintenance and Repairs to Fuel Dispensing and Petroleum Oil and Lubricant (POL) Containment Equipment and Removal of Contaminated Materials at CFB Gagetown Base and Training Area plus the Armouries located in New Brunswick and Prince Edward Island when requested on Form CF942, Call-Up Against A Standing Offer, and as specified herein.

.1 The work will include:

.1 Installation, removal, upgrades and alterations of underground and above ground storage tanks systems.

.2 Removal and disposal of contaminated soil. This will include all materials used to absorb petroleum products, ie: absorb-all, absorbent pads, booms, socks and mats that could either be mixed with the contaminated soils or separated.

.3 Removal and disposal of all hazardous and contaminated liquid products that form part of the contamination.

.4 Removal and disposal of oil and gas contaminated water, used oil, transmission fluid and glycol in storage tanks, oil water separators, sumps and pits.

.5 Emergency response with respect to spills, tank leakage or discovery of petroleum products which will result in or has resulted in contaminated soil or surface waters.

.6 Test pits to delineate the extent of contaminated soils as directed by Engineer.

.7 Removal and disposal of all other contaminated soils, water and products not containing petroleum based contaminants.

.8 Backfilling.

.2 Soil sampling to determine Total Petroleum Hydrocarbon (TPH) concentration and degree and the extent of contamination will be provided by Engineer.

- 1.1 Description of Work  
(Cont'd) .3 The contractor will provide as-built drawings in an emergency situation. ie. Dry Air and Temporary Boiler Tank Installations, or when relocating (tanks, could be any tank) tanks for re-use. This SOA will not be used for any New Design Work.
- 1.2 Duration of Standing Offer .1 This Standing Offer Agreement will extend from 01 April 2014 to March 31, 2016.
- 1.3 References .1 Canada Labour Code Part II.
- .2 The New Brunswick Occupational Health and Safety Act, 1991.
- .3 The Canadian Electrical Code, CSA C22.1-09.
- .4 Canadian Environmental Protection Act, 2008 (CEPA).
- .5 National Fire Code of Canada.
- .6 Canadian Council of Ministers of Environment (CCME) Environmental Code of Practice for Above Ground and Under Ground Storage Tank Systems Containing Petroleum Products, 2003.
- .7 Federal Regulatory Requirements under CEPA 1999, Storage Tank System for Petroleum.
- .8 New Brunswick Department of Environmental Regulations.
- .9 Prince Edward Island's Environmental Protection Act, Petroleum Hydrocarbon Remediation Regulations.
- 1.4 Qualifications .1 The Contractor will be an established and licensed Petroleum Dispensing Equipment Installation and Maintenance Company with a minimum 5 years experience in installation and maintenance of fuel dispensing equipment and removal of contaminated materials. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
-

1.4 Qualifications  
(Cont'd)

- .2 Work shall be performed by qualified New Brunswick Department of Environment Licensed Petroleum Installers. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
- .3 The Installer must be knowledgeable in or be able to provide a knowledgeable installer in the testing, calibration, inspection, maintenance, and repair of Fuel Dispensing and Petroleum Oil and Lubricant (POL) Containment Equipment.
- .4 Contractor shall hold all permits, certificates and licences required for the performance of the work. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
- .5 Employees must be trained and certified in the Workplace Hazardous Materials Information System (WHMIS) to a minimum level. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
- .6 Employees to be involved in confined space entry must be in possession of current qualification documentation. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
- .7 All permits and licenses must remain current throughout the life of Standing Offer Agreement.

1.5 Engineer

- .1 The Engineer as defined and stated in this specification will be the Commanding Officer of 5 Engineer Services Unit or a designated representative. The address of the Engineer is:

Contracts Office  
5 Engineer Services Unit  
Building B18  
CFB/ASU Gagetown PO BOX 17000 Station Forces  
Oromocto, N.B. E2V 4J5

Tel. (506) 422-2677  
Fax (506) 422-1248

1.6 Liability Insurance .1 The Contractor shall provide proof of Liability Insurance in the amount of Two Million Dollars (\$2,000,000.00) to PWGSC prior to award of this Standing Offer Agreement.

1.7 Documents Required .1 Maintain at the job site one copy each of the following:  
.1 Specifications;  
.2 addenda;  
.3 reviewed shop drawings; and  
.4 dig permits, if required.

1.8 Contractor's Use of Site .1 Work site access will be as directed by the Engineer.  
.2 Movement around the site is subject to restrictions laid down by the Engineer.  
.3 Do not unreasonably encumber the site with materials or equipment.  
.4 Travel in the training area is prohibited without prior approval of Range Control at Building K69.  
.5 Contractor is to ensure adherence of their personnel to DND regulations pertaining to traffic control, back-in parking, speed limits, and weight restrictions.

1.9 Power and Water .1 DND can provide, free of charge, temporary electric power and water for the purposes of this agreement.  
.2 Engineer will determine delivery points and quantitative limits. Engineer's written permission is required before any connection is made. Connect to existing power supply in accordance with Canadian Electrical Code, CSA C22.1-09.  
.3 Contractor to provide, at no cost to DND, all equipment and temporary lines to bring these services to work site.  
.4 Supply of temporary services by DND is subject to DND requirements and may be discontinued by Engineer at any time without notice or acceptance of any liability for



1.9 Power and Water .4 (Cont'd)  
(Cont'd) damage or delay caused by such withdrawal of temporary services.

1.10 Acceptability .1  
of Material Material and parts used will be those specified by the manufacturer of the equipment and any other material will require the approval of the Engineer.

.2 Provide material and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.

.3 The Contractor will not make any change in the design and installation of equipment and materials without prior written approval of the Engineer.

.4 If, in an emergency, the Contractor installs parts other than those specified, they will be replaced with specified parts before claiming payment, but no claim for other than specified parts will be made.

.5 All replaced parts and materials not under warranty, whether serviceable or unserviceable will be left on site for inspection on completion of the work.

.6 All manufactured articles, materials, and equipment will be applied, installed, connected and used as specified by the manufacturer.

.7 All Petroleum Parts and equipment must be ULC rated or equivalent and the ULC tag must be affixed to the part or equipment.

.8 Requests for acceptance of material other than those specified will be submitted in writing to the Engineer. The request must be supported with sufficient product information to enable the Engineer to make an assessment.

1.11 Guarantee .1 The Contractor will guarantee all materials and workmanship for a period of one year or the manufacturer's guarantee, whichever is longer, after acceptance by the Engineer. Any defects which may develop during this period will be rectified and made good to the

1.11 Guarantee  
(Cont'd)

- .1 (Cont'd)  
satisfaction of the Engineer, by the Contractor at their own expense.

1.12 Codes and  
Standards

- .1 Perform work in accordance with National Building Code of Canada (NBC) 2010, Canada Labour Code Part II, Canadian Environmental Protection Act, National Fire Code of Canada, Canadian Electrical Code, Canadian Council of Ministers of Environment (CCME) Environmental Code of Practice for Above Ground and Under Ground Storage Tank Systems Containing Petroleum Products 2003, Federal Regulatory Requirements under CEPA 2008, Storage Tank System for Petroleum and Allied Petroleum Regulations, New Brunswick (NB) Department of Environmental Regulations and New Brunswick Occupational Safety and Health Regulation XVII including Confined Spaces ;latest edition unless otherwise specified.
- .2 Contractor must be registered with WorkSafeNB. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
- .3 The Contractor will take all necessary precautions to protect and prevent damage to all structures, all surrounding property and installations. Damage caused by the Contractor will be repaired without undue delay to the complete satisfaction of the Engineer.
- .4 When necessary, the Contractor must provide their own Confined Space Entry Procedure with a Site Safety Plan. The Contractor will provide a copy of their Confined Space Certification to the Engineer, upon request.
- .5 In the event of a spill at the site during loading or in transit, the effected area will be cleaned up by the Contractor at their cost to the satisfaction of the Engineer.
- .6 All contaminated soil, hazardous liquid products, oil and gas contaminated water, stored products and miscellaneous materials are required to be disposed of at a New Brunswick or Prince Edward Island Department of the Environment approved facility and shall be remediated by an approved method.

- 1.12 Codes and Standards (Cont'd)
- .7 The Contractor is to advise the Engineer of the disposal sites names and locations.
  - .8 Contractor shall comply with all legislative and regulatory provisions whether federal, provincial or municipal applicable to the performance of the work.
  - .9 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health Canada.
  - .10 Work to meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.
- 1.13 Overloading
- .1 Ensure no part of work is subjected to a load which will endanger its safety or will cause permanent deformation.
- 1.14 Cutting Fitting, and Patching
- .1 Execute cutting, fitting and patching required to properly fit work together
  - .2 Where new work connects with existing and where existing work is altered, cut, patch and make good to match existing work.
- 1.15 Temporary Structures
- .1 The Contractor will furnish and maintain all equipment such as temporary ramps, ladders, scaffolds, hoists, chutes, etc, as may be required for the proper execution of the work.
  - .2 Temporary structures erected by the Contractor will remain their property and will be removed by them from the site on completion of the work.
- 1.16 Clean Up
- .1 On completion of all work, the Contractor will remove all surplus material, tools, equipment and debris. The building and site must be left in a clean and tidy condition
-

- 
- 1.16 Clean Up .1 (Cont'd)  
(Cont'd) which meets the satisfaction of the Engineer.  
The Contractor will not remove any salvageable  
material or equipment from the job site  
without permission from the Engineer.
- 1.17 Contractor's .1 The Contractor will provide at the job site,  
On-Site Supervisor a full time experienced and competent  
supervisor, capable of and having authority to  
speak on their behalf on matters arising on  
the job site.
- 1.18 Equipment and .1 The Engineer reserves the right to inspect  
Regulations the equipment as specified.
- .2 Equipment found to be unacceptable by the  
Engineer to perform the work as specified in  
this Standing Offer Agreement must be replaced  
by the Contractor, at their expense, within  
one (1) working day.
- .3 Equipment is to be of adequate capacity to  
handle the volume of contaminated soil and to  
properly transport it to a Provincially  
approved disposal site.
- .4 Equipment is to be in good condition,  
equipped with lights, horn, signal lights,  
rear view mirrors and clearly audible back-up  
alarm with rear flashing light.
- .5 Equipment and operators will be licensed in  
accordance with regulations of the Province of  
New Brunswick. Proof of such must be provided  
to PWGSC prior to award of this Service  
Contract.
- .6 Equipment will be inspected in accordance  
with regulations of the Province of New  
Brunswick.
- .7 Equipment used in this Standing Offer  
Agreement will carry Public Liability and  
Property Damage Insurance (PL&PD) to a minimum  
value of Two Million Dollars (\$2,000,000).  
Proof of such must be provided to PWGSC prior  
to award of this Standing Offer Agreement.
-

1.19 Work Requisition.1

All work is to be done only when directed by the Engineer on form CF942, Call-Up Against a Standing Offer and as follows;

.1 The Contractor will provide service during regular working hours on an eight (8) hour per day, five (5) days per week basis between the hours of 0730hrs to 1600hrs Monday to Friday inclusive and emergency service after normal working hours.

.2 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.

.3 The Contractor, upon receipt of an Acceptance of Tender, will be advised by the Engineer in writing of the names of persons authorized to request service. Work undertaken at the request of others, such as building occupants, will be entirely at the Contractor's risk with regard to payment.

.4 The Contractor will not refuse any call for service by the Engineer and will initiate the work within 24 hours on normal service calls and within 4 hours on emergency service calls.

.5 When service is required, the Engineer will notify the Contractor. When requested by the Engineer, a written estimate will be provided indicating labour, and material costs in accordance with the Standing Offer Agreement. Service will be requested on form CF942, Call-Up Against a Standing Offer. This form will detail the work to be done and will be signed by the Engineer or his Representative. One copy of this form will be given to the Contractor.

.6 The Contractor will report to the Engineer prior to starting work and upon completion of work on a daily basis to sign in and out. If work is started or completed outside normal working hours and the Engineer's office is closed, the Base Firehall has a sign in/sign out sheet available for the Contractor.

.7 After reporting, the Contractor will proceed to the job and carry out the work. The contractor will provide daily work reports to the Engineer detailing work performed, contractor's employees assigned to work, location or building number of work site, hours worked for each employee, trade of each employee and materials used in the completion of the work and any recommendations for additional work that may be required. This work report must indicate the work order

1.19 Work Requisition.1  
(Cont'd)

(Cont'd)

.7 (Cont'd)

number and the requisition number by which the work was requested from the Engineer.

Contractor is to have the Engineer sign the work report either at the end of the work day or at the beginning of the next work day while signing in. The Standard Operating Procedure for work reports will be provided to the successful bidder after award of Contract.

.8 The Contractor is to return one copy of the signed form CF942 that requested the work with their invoice, as well as copies of all daily work reports, copies of all contractor's wholesale invoices for material used in the completion of the work as well as copies of contaminated material disposal slips, if applicable. Invoices must detail the location and description of work performed for each CF942. The Contractor's invoice shall reference the contract, work order and requisition numbers issued on the CF942. The

.9 The Contractor will submit his invoice for payment to the Engineer within 15 working days of completion of each work request.

1.20 Quantities and .1  
Basis of Payment

The work performed under this Standing Offer Agreement shall be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by him in respect of the work.

.2 The Contractor will submit hourly rates and a material mark up for the following in accordance with this specification. Such prices will include supervision, expenses, tools, equipment, transportation (travel time to and from the contractors base of operation will be included in the rates provided) and profit.

.1 Labour:

.1 Licensed Installer rate per hour for service calls during normal working hours. **Estimated Quantity: 4000 hours.**

.2 Licensed Installer rate per hour for emergency calls after normal working hours. **Estimated Quantity: 200 hours.**

.3 Helper rate per hour for service calls during normal working hours. **Estimated Quantity: 4000 hours.**

.4 Helper rate per hour for emergency calls after normal working hours. **Estimated Quantity: 200 hours.**

1.20 Quantities and .2  
Basis of Payment  
(Cont'd)

(Cont'd)

.2 Equipment:

.1 Rate for Backhoe with Operator during for service calls normal working hours; 426 Caterpillar 4x4 with extend-a-boom or equivalent. **Estimated Quantity: 100 hours.**

.2 Rate for Backhoe with Operator for emergency calls after normal working hours; 426 Caterpillar 4x4 with extend-a-boom or equivalent. **Estimated Quantity: 40 hours.**

.3 Rate for Backhoe with Operator for service calls during normal working hours; 426 Caterpillar 4x4 with breaker or equivalent. **Estimated Quantity: 100 hours.**

.4 Rate for Backhoe with Operator for emergency calls after normal working hours; 426 Caterpillar 4x4 with breaker or equivalent. **Estimated Quantity: 40 hours.**

.5 Rate for Tracked Excavator with Operator for service calls during normal working hours; 320 Caterpillar or equivalent. **Estimated Quantity: 100 hours.**

.6 Rate for Tracked Excavator with Operator for emergency calls after normal working hours; 320 Caterpillar or equivalent. **Estimated Quantity: 40 hours.**

.7 Rate for Tandem Axle Dump Truck with Operator for service calls during normal working hours; setup to tow tandem trailer. **Estimated Quantity: 200 hours.**

.8 Rate for Tandem Axle Dump Truck with Operator for emergency calls after normal working hours; setup to tow tandem trailer. **Estimated Quantity: 40 hours.**

.9 Rate for Tandem Trailer. **Estimated Quantity: 200 hours.**

.10 Rate for Vacuum Truck with Operator for service calls during normal working hours. **Estimated Quantity: 100 hours.**

.11 Rate for Vacuum Truck with Operator for service calls after normal working hours. **Estimated Quantity: 40 hours.**

.3 Material Disposal:

.1 Rate for Disposal of Contaminated Soils: **Estimated Quantity: 800 Tons.**

.4 Rate per as-built drawings in an emergency situation as per section 00 21 13, sub section 1.1.3. **Estimated Quantity: 10 As-Built Drawings.**



1.20 Quantities and .3  
Basis of Payment  
(Cont'd)

All material will be invoiced at the Contractor's wholesale cost, plus a percentage of mark-up. Contractor shall submit all invoices for materials as supporting documentation when submitting invoices for work completed. For tendering purposes, the Contractor will submit their percent of mark-up on material. **Estimated Quantity: Three Hundred and Fifty Thousand Dollars (\$350,000.00).**

- .4 Time charged and contract price of materials (if any) used may be verified by Government Audit before or after payment is made under the terms of this Standing Offer.
- .5 The above mentioned quantities may increase or decrease and are used only as a guide for tendering. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.

1.21 Contractor  
Passes

- .1 All Contractor employees will have in their possession at all times while on the Base an authorized Contractor Pass while employed on DND property. Such passes will be produced on demand to the Military Police, Commissionaires, Security Guards and persons in authority.
- .2 The Contractor will complete an application form for contractor passes for each individual. The Contractor will accompany the employee to the Military Police Identification Section building F-19 for the issuance of pass.
- .3 Photocopies of passes are to be provided to the Engineer.
- .4 The Contractor will ensure Contractor passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section by the Contractor.



1.22 Security  
Clearance

- .1 The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, tradespersons, drivers and labourers. This roster must be made available to the Engineer upon request.
- .2 The Contractor shall provide proof of the information contained within the roster to the Engineer upon request. The Engineer reserves the right to have removed from the site those personnel who do not meet security requirements as laid down by the Military Police Section.

## PART 1 - GENERAL

- 1.1 References
- .1 Canada Labour Code, Part II, Canada Occupational Safety and Health Regulations.
  - .2 Province of New Brunswick Occupational Health and Safety Act, 1991.
  - .3 National Building Code of Canada, 2010.
- 1.2 Regulatory Requirements
- .1 Do work in accordance with the safety measures of the National Building Code of Canada 2010, the Canada Labour Code Part II, the New Brunswick Occupational Health and Safety Act and WorkSafeNB provided that in any case of conflict or discrepancy the more stringent requirements shall apply.
- 1.3 Responsibility
- .1 Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.
  - .2 Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan.
  - .3 As outlined in the Canada Labour Code Part II, the Contractor is responsible to provide a site-specific Health and Safety Plan that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
  - .4 CFB Gagetown Construction Engineering Branch employs a Lock Out/Tag Out program to prevent work related injuries due to electrical or mechanical systems being energized while personnel are working in or around these systems. The Contractor must respect these locks and tags when encountered. Do not

1.3 Responsibility .4  
(Cont'd)

(Cont'd)  
forcibly remove these locks and/or tags at any time. If the Contractor requires that these be removed to perform work, a request is to be made to the Engineer for such removal.

- .5 As per the Canada Labour Code Part II, it is the Contractor's responsibility to employ their own Lock Out/Tag Out program to ensure that equipment is not energized by other personnel while they are working in or around equipment.
- .6 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work. Hard hats and safety glasses are to be worn at all times.

1.4 Unforeseen  
Hazards

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of New Brunswick. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right.

1.5 Correction of  
Non-Compliance

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.
- .2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

1.6 Work Stoppage .1

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work.

PART 1 - GENERAL

- 1.1 Reporting Fires .1 Know location of nearest fire alarm box and telephone, including emergency phone number.
- .2 Report immediately all fire incidents to Fire Department as follows:
- .1 telephone 911.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify the location.
- 1.2 Interior and Exterior Fire Protection and Alarm Systems .1 Fire protection and alarm system will not be:
- .1 obstructed;
- .2 shut-off; and
- .3 left inactive at end of working day or shift without authorization from Fire Chief.
- .2 Fire hydrants, standpipes and hose systems will not be used for other than fire-fighting purposes unless authorized by Fire Chief.
- 1.3 Fire Extinguishers .1 Supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.
- 1.4 Blockage of Roadways .1 Advise Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by Fire Chief, erecting of barricades and digging of trenches.
- 1.5 Smoking Precautions .1 Observe smoking regulations at all times.
- 1.6 Rubbish and Waste Materials .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Burning of rubbish is prohibited.
-

1.6 Rubbish and  
Waste Materials  
(Cont'd)

- .3 Removal:
  - .1 Remove all rubbish from work site at end of work day or shift or as directed.
- .4 Storage:
  - .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
  - .2 Deposit greasy or oily rags and materials subject to spontaneous combustion in approved receptacles and remove.

1.7 Flammable and  
Combustible Liquids

- .1 Handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada.
- .2 Flammable and combustible liquids such as gasoline, kerosene and naphtha will be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 45 litres for work purposes requires permission of Fire Chief.
- .3 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .4 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38° C such as naphtha or gasoline will not be used as solvents or cleaning agents.
- .6 Flammable and combustible waste liquids, for disposal, will be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and Fire Department is to be notified when disposal is required.

1.8 Hazardous  
Substances

- .1 Work entailing use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, will be in accordance with National Fire Code of Canada.

1.8 Hazardous  
Substances  
(Cont'd)

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- .2 Obtain from Fire Chief a "Hot Work" permit for work involving welding, burning or use of blow torches and salamanders, in buildings or facilities.
- .3 When Work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for Fire Watch is at discretion of the Fire Chief. Contractors are responsible for providing fire watch service for work on a scale established and in conjunction with Fire Chief at pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation will be assured and all sources of ignition are to be eliminated. Fire Chief is to be informed prior to and at cessation of such work.

1.9 Questions  
and/or  
Clarification

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- .1 Direct any questions or clarification on Fire Safety in addition to above requirements to Fire Chief through the Engineer.

1.10 Fire  
Inspection

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- .1 Site inspections by Fire Chief will be coordinated through Engineer.
- .2 Allow Fire Chief unrestricted access to work site.
- .3 Co-operate with Fire Chief during routine fire safety inspection of work site.
- .4 Immediately remedy all unsafe fire situations observed by Fire Chief.

- 1.1 General .1 Contractors will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.
- 1.2 Fires .1 Fires and burning of rubbish on site not permitted.
- 1.3 Disposal of Wastes .1 Do not bury rubbish and waste materials on site unless approved by Engineer.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- 1.4 Spill Protection.1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. fuels, oils, lubricants, etc).