

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Public Works Government Services Canada-**  
**Bid Receiving / Réception des soumissions**  
**189 Prince William Street**  
**Room 405**  
**Saint John**  
**New Brunswick**  
**E2L 2B9**

## **INVITATION TO TENDER**

## **APPEL D'OFFRES**

**Tender To: Public Works and Government Services  
Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

### **Soumission aux: Travaux Publics et Services Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

### **Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

### **Issuing Office - Bureau de distribution**

Public Works Government Services Canada- Bid  
Receiving / Réception des soumissions  
189 Prince William Street  
Room 405  
Saint John  
New Bruns  
E2L 2B9

<b>Title - Sujet</b> Gagetown, Sanitary Flow Meter	
<b>Solicitation No. - N° de l'invitation</b> W0105-15E019/A	<b>Date</b> 2015-01-13
<b>Client Reference No. - N° de référence du client</b> W0105-15E019	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWB-100-3547
<b>File No. - N° de dossier</b> PWB-4-37074 (100)	<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 2015-03-04</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> MacDonald, Anne (PWB) D.	<b>Buyer Id - Id de l'acheteur</b> pwb100
<b>Telephone No. - N° de téléphone</b> (902) 626-4949 ( )	<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> DEPARTMENT OF NATIONAL DEFENCE Contracts, 5 Engineer Svcs. Unit BLDG B-18, PO Box 17000 STN Forces OROMOCTO New Brunswick E2V4J5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation

W0105-15E019/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-4-37074

Buyer ID - Id de l'acheteur

pwb100

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

W0105-15E019

CCC No./N° CCC - FMS No/ N° VME

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DEPARTMENT OF NATIONAL DEFENCE  
5 ENGINEER SERVICES SQUADRON  
5 ENGINEER SERVICES UNIT  
5 CDSB GAGETOWN


SPECIFICATION

SERVICE CONTRACT  
SANITARY METER  
MANHOLE96P  
5 CDSB GAGETOWN  
01 APRIL 2015 TO 31 MARCH 2016, WITH OPTIONS  
TO RENEW FOR TWO, ONE YEAR PERIOD

  
Designed by

  
Fire Inspector

  
Project O

  
Engineering O

PFNo:

Job No: L-G2-9305/60

Date: 12 June 2014

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1.1 Description of Work

- .1 The work under this Service Contract comprises the furnishing of all labour, material, tools and equipment required to supply, install and maintain a new sanitary flow meter with remote communication capabilities in manhole 96p.
- .2 The Contractor shall provide the following services under this contract for the new flow meter at manhole 96P:
- .1 Install and maintain a new flow meter, and a new temporary shelter to house equipment.
  - .2 Meter to be connected to an existing phone line on site.
  - .3 Equipment shall include an additional RS232/485 or Ethernet port to allow the Town of Oromocto access to the data. The Town is responsible for the installation of their own phone line and flow monitoring.
  - .4 A monthly report shall be sent to the Contract Manager with a table showing the meter readings and total precipitation occurrences from the Fredericton Airport Environment Canada Climatic Station (no analyses required);
  - .5 The Contractor will carry out a monthly inspection and maintenance. More frequent inspections are required when data shows anomalies which may be caused by the accumulation of debris on the velocity probe or blockage of the pressure equalization line on the depth sensor;
  - .6 Provide data analysis when directed by the Engineer;
  - .7 An accuracy of +/- 5% shall be obtained on the sewage flow at the metering station; and
  - .8 Supply a replacement meter when the in-service meter is sent for semi-annual calibration or becomes non-serviceable.
- .3 Work is to be carried out between the hours of 0730-1600 hrs unless otherwise approved by Engineer.
- .4 Engineer may accompany the Contractor during inspections.

1.2 Qualifications

- .1 The Contractor shall have a minimum of five (5) years experience in performing similar work and have an understanding of hydraulic engineering. The Contractor shall provide

- 1.2 Qualifications (Cont'd)
- .1 (Cont'd)  
references and documentation to support their claim to having experience.
  - .2 All employees assigned to work within the sanitary system (in manholes etc.) shall have documentation to show they have up to date confined space training. This documentation shall consist of a certificate showing the date of issue and expiration of their training.
- 1.3 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 Engineering Services Unit Building B-18 5 CDSB Gagetown PO Box 17000 Station Forces Oromocto, NB E2V 4J5  
  
Tel (506) 422-2677  
Fax (506) 422-1248
- 1.4 Documents Required
- .1 Maintain at the job site, one copy each of the following:
    - .1 specifications;
    - .2 addenda;and
- 1.5 Duration of Contract
- .1 This Service Contract will extend from 01 April 2015 to 31 March 2016, with the option to renew for two, one year periods.
- 1.6 Contractor's Use of Site
- .1 Access to the work site is to be as directed by the Engineer.
  - .2 Movement around the sites is subject to restrictions laid down by the Engineer.
  - .3 Do not unreasonably encumber site with materials or equipment.

1.7 Codes and Standards

- .1 Perform work in accordance with:
  - .1 Canada Labour Code Part 2 (latest edition);
  - .2 National Building Code of Canada (latest edition);
- .2 Work to meet or exceed requirements of specified standards, codes, referenced documents, or other provincial regulations.
- .3 Contractor must be registered with the WorkSafeNB.
- .4 Observe and enforce safety measures required by the National Building Code; Provincial Government; WorkSafeNB; Canada Labour Code Part 2; and Municipal Statutes and Authorities.
- .5 In the event of conflict between any provisions of above authorities, the most stringent provision will apply.

1.8 Overloading

- .1 Ensure no part of work is subject to a load which will endanger its safety or will cause permanent deformation.

1.9 Clean Up

- .1 On completion of all work, the Contractor will remove all surplus material, tools, equipment and debris. The site must be left in a clean and tidy condition 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.

1.10 Quantities and Basis of Payment

- .1 The work done under this Contract will be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by them in respect of the work.
- .2 The Contractor shall submit prices, including expenses profit, tools, equipment and transportation for the following in accordance with the specification:
  - .1 Monthly Rate for supply, installation, maintenance and management of meter at manhole 96P (Quantity 12); and

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

(Cont'd)  
.2 Provide an hourly rate for data analysis **(Estimated Quantity 50 Hours)**. The estimate of hours of analysis may increase or decrease and is to be used only as a guide for tendering. The hours are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of this estimated quantity changing as deemed necessary by the Engineer.

1.11 Invoices .1

The original and one copy of invoices and company service report covering each service call, complete with date and hours worked and material used will be **submitted to the Engineer within 14 days of completion of inspection or work.**

.2 Invoice will quote the PWGSC Contract Number.

1.12 Instruction to Contractor .1

Contractor shall provide to PWGSC proof they carry a minimum of two million dollars (\$2,000,000.00) liability insurance.

1.13 Contractor Passes .1

All Contractor employees will carry a authorized Contractor pass on their persons when employed on DND property. Such passes will be produced when requested by 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 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.



1.14 Security  
Clearances

- .1 The Contractor shall maintain an up to date roster of all employees involved in the contract including managers, supervisors and labourers. This roster will be made available to the Engineer upon demand.
- .2 The Contractor shall provide proof of the information contained within the roster to the Engineer upon demand. 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 2, Canada Occupational Safety and Health Regulations.
- .2 Province of New Brunswick Occupational Health and Safety Act, S.N.B. 1983.
- .3 National Building Code of Canada (latest edition).
- 1.2 Regulatory Requirements .1 Do work in accordance with the safety measures of the National Building Code of Canada (latest edition), the Canada Labour Code Part 2, 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 2, 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 5 CDSB 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

1.3 Responsibility .4  
(Cont'd)

(Cont'd)  
respect these locks and tags when encountered. Do not 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 2, 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 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

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)

- .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

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

1.10 Fire  
Inspection

- .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.

PART 1 - GENERAL

- 1.1 General .1 Contractor 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. Foams, fuels, oils, lubricants, etc).
- .2 In the event of an inadvertent AFFF release from a system, the contractor will stop work and immediately report to the Contract manager the area in which the system released and amount released. If the Contract manager is not available, immediately contact Fire Hall at 422-2106.
- .3 The AFFF shall not be discharged into the environment during inspection procedures or during maintenance. In the event of a spill the contractor will immediately take corrective action to clean up the material. If any AFFF foam is accidentally released to the environment, the contractor will immediately report it to the Contract Manager and to the Environment department at 422-2878.

**CANADIAN FORCES BASE GAGETOWN**  
**CONSTRUCTION ENGINEERING BRANCH**  
**STANDARD OPERATING PROCEDURE (SOP) 8.2**  
**CONFINED SPACE ENTRY**

June 2000

**Reference:**

- A. National Joint Council of the Public Service of Canada, National Joint Council Agreements, Vol 1 Part 7 Hazardous Confined Spaces Directive 07-01-94;
- B. Canada Labour Code, Canada Occupational Safety and Health Regulations Part XI Confined Spaces;
- C. C-02-040-009/AG-000 DND General Safety Standards Chapter 7 Confined Spaces; and
- D. New Brunswick Occupational Safety and Health Regulation 91-191, Part XVII.

**Origin**

1. Reference A sets out directives on Confined Space entry. These directives are based on recommendations arrived at during a series of meetings by the National Joint Council Occupational Safety and Health Committee to which DND was a signing member. When deemed necessary by the C.E. Branch General Safety Officer and the relevant Responsible Person or when recommended by the C.E. Branch Occupational Safety and Health Committee, this SOP shall be reviewed and where necessary, amended to reflect any subsequent changes to the references.

**Application**

2. In conjunction with this SOP, compliance with References A, B and C shall apply to:
  - a. military personnel
  - b. federal civilian personnel; and
  - c. contractors who fall under federal jurisdiction.For contractors who fall under provincial jurisdiction, the New Brunswick Occupational Safety and Health Regulation 91-191 Part XVII shall apply.  
**This SOP does not apply to any professional fire fighters engaged in fire fighting, rescue or training activities.**

**Conflicting Regulations**

3. Other regulations, instructions or policies may apply to the Confined Space entry or to the nature of the work and shall be applied accordingly. The instructions in this SOP shall be used in conjunction with any existing applicable regulations or standards in place at the time of the entry.



### **Aim**

4. The aim of this SOP is to provide written instructions, in compliance with the References, on the procedures to be followed by personnel who are required to enter into any confined space at any facility that falls under the authority of the Commanding Officer, Construction Engineering Branch, CTC Gagetown.

### **Definitions**

5. Definitions shall be as set out in the References.

### **Conflicting Regulations**

6. Where two or more regulatory requirements conflict, the most stringent requirement shall apply.

### **Training**

- 7.1 The requirement for training is as detailed in the References. All personnel who enter a confined space under this SOP, shall be the holder of a valid certificate attesting to his or her training in confined space entry and emergency procedures. Where required by regulation, the employee shall also be the holder of a valid certificate in standard first aid.
- 7.2 No person shall enter a confined space under this SOP unless that person has been specifically instructed on the nature of the work, the inherent hazards of the Confined Space and specific emergency procedures.
- 7.3 For employees who do not enter a Confined Space on a regular basis, certified refresher training shall be provided at 5-year intervals or less. Employees who enter Confined Spaces on a regular basis, should be re-certified IAW the recommendations of the Responsible Person for the confined space or the Safety Committee representing those personnel.

### **Record Keeping**

8. Record keeping shall be as set out in the References and as follows: A duplicate copy of all records shall be prepared. The Responsible Person for the confined space or the person, who initiates the confined space entry, shall hold the original records. The duplicate shall be forwarded to the C.E. Branch General Safety Officer within 3 working days.

### **Resolving "Qualified Person" or "Competent Person" Disputes**

9. Qualified Person or Competent Person disputes shall be resolved IAW the applicable References.

### Working Within Confined Spaces - General

- 10.1 Any person who enters into a confined space shall ensure that all instructions in this SOP are met. Unless stated otherwise, a Confined Space Entry Permit, Annex D must be completed and signed prior to the work being done. Copies of this permit shall be filed IAW para 8 above.
- 10.2 Supervisors of personnel entering confined spaces are responsible for ensuring compliance with all applicable Confined Space regulations and supplementary policy or instructions. Supervisor's responsibilities are set out in Annex A and elsewhere in this SOP.
- 10.3 Whenever, as a result of tests or inspections, the safety and health of employees in any confined space is suspect, or whenever their safety and health has been jeopardized, the C.E. Branch General Safety Officer, the supervisor and the Responsible Person shall be advised immediately.
- 10.4 No personnel shall enter a confined space until it has been tested and inspected IAW applicable regulations and this SOP.
- 10.5 Where there is an indication that additional mechanical ventilation is required, the "ventilation equipment" shall be operating constantly until the work is completed.
- 10.6 Unless otherwise stated, all personnel, while working in a confined space, shall wear a full body harness connected to a lifeline.
- 10.7 Unless otherwise stated, a minimum of two (2) personnel is required for any entry into a confined space under this SOP. For hazardous entries, at least two (2) personnel shall be positioned at the entrance to the confined space to: handle the safety rope or lifting device; monitor communications; monitor air quality; and to act as safety watcher.
- 10.8 Whenever the results of tests or inspections fail to comply with or cease to comply with, the safe limits set out in the References and Annex A, a confined space shall be regarded as being in a "Restricted" state. Whenever personnel are occupying a confined space that reverts to a "Restricted" state, those personnel shall be evacuated immediately.

The supervisor, the Responsible Person, the C.E. Branch General Safety Officer and when applicable, the Contract Manager, shall be informed immediately. Only fire fighters and properly qualified and equipped personnel engaged in emergency or rescue operations shall be permitted to enter confined spaces that are in a "Restricted" state.

- 10.9 The environment of a confined space that is determined to be in a "Restricted" state can sometimes be made safe, by means of "mechanical ventilation", whereby it complies with the limits set out in the References and this SOP. General instructions for the use of mechanical ventilation are as follows:

- a. after each 15 minutes of mechanical ventilation, the Qualified Person or Competent Person shall test the air quality of the confined space until it reaches the safe limits set out in the References and this SOP;
- b. while the confined space is occupied, the "ventilation equipment" shall remain in constant operation; and
- c. the confined space air quality shall be continuously monitored for any changes.

#### **Entry Under Emergency Conditions**

- 11.1 Normally, the Base Fire Hall shall provide rescue services. Fire fighters are equipped, trained and qualified to provide these services.
- 11.2 The Qualified Person or Competent Person shall complete a copy of the Confined Space Entry Permit at Annex D whenever trade qualified personnel are required to make a hazardous entry into a confined space in order to make emergency repairs. When completing the Confined Space Entry Permit, the Qualified Person or Competent Person shall ensure that the following information is also included:
  - a. the specific emergency procedures that are to be followed and the protective equipment, tools and emergency equipment that are to be used; and
  - b. the specific work procedures to be followed and any other equipment that may be needed.
- 11.3 The time required for personnel to be in a confined space under emergency conditions shall be kept to a minimum. The activities of emergency repair personnel, in the confined space, shall be restricted to repairing the problem.

#### **Potential for Fire and Explosion - Preventative Measures**

- 12.1 If a fire or explosion hazard is detected, eliminate all possible sources of ignition. A qualified person or competent person shall ensure that any electrical ignition sources in the area are controlled. Non-sparking tools should be used. In confined spaces, whenever reasonably practicable, non-flammable substitutes shall be used in place of flammable substances.
- 12.2 With the exception of breathing air tanks and fire extinguishers, no pressurised vessels shall be permitted in any confined space. Welding and cutting torches shall be turned off immediately after use and removed from the confined space.
- 12.3 Adequate fire fighting equipment shall be readily available.

### **Detection of an Explosive Atmosphere While Inside a Confined Space**

13. If an explosive atmosphere is detected while workers are inside a confined space, the Qualified Person or Competent Person shall ensure the following emergency action is carried out:
  - a. turn off any running equipment in the vicinity that could provide a source of ignition;
  - b. shut off the source of the explosive atmosphere if:
    - i. the source is known; and
    - ii. if it is deemed by the Qualified Person or Competent Person, reasonably safe to do so;
  - c. do not unplug any extension cords or electric tools or operate any electrical switches;
  - d. immediately evacuate all personnel from the confined space and move them a safe distance away;
  - e. secure the area around the confined space and ensure that no unauthorised persons enter;
  - f. telephone the Base Fire Hall at 911, and advise them that an explosive environment has been detected at your location;
  - g. when the fire fighters arrive on the scene, the Qualified Person or Competent Person shall brief the platoon chief on the situation and stand by to provide technical support; and
  - h. while waiting for the arrival of the Fire Department, the Qualified Person or Competent Person should delegate a worker to inform the confined space entry team supervisor that an explosive condition has been detected and the Fire Department has been called. Request that the C.E. Branch Util O, Prod O and CE Branch GSO be notified. Contractor supervisors should advise their contract manager.

### **Mechanical Ventilation**

14. In addition to controlling explosive atmospheres, mechanical ventilation is required when:
  - a. "hot work" is being carried out in the confined space;
  - b. the air in the confined space is hot or humid; and
  - c. it is necessary to help reduce any dust generated from the work in the confined space.

### **Establishing Zero Energy State**

15. Any electrical or mechanical system in the confined space that has the potential to pose a safety or health hazard to a worker in the confined space, shall be reduced to a zero energy state by means of:
  - a. blanking off;
  - b. locking out; and
  - c. relieving any stored potential energy or pressure from the system or device.

Examples of reducing systems to a zero energy state are:

- a. relieving or controlling the pressure on a sprocket before removing a chain; and
- b. chaining up a heavy HTHW valve before unbolting it.

### **Blanking Off**

16. Confined spaces shall be physically protected from all lines and systems that may introduce a hazard. These potential hazards shall be blanked off. The blanks shall be strong enough to withstand the line pressure and should be made of corrosion resistant material. **IAW References, merely shutting off a valve is not considered adequate protection to workers in a confined space.**

### **Lock out**

17. Electrical switches supplying power to any mechanical apparatus in the confined space shall be tagged and locked out in the off position. The workers within the confined space shall retain the key. In some cases it may be advisable to pull the line fuse.

### **Electrical Shock**

18. Electric tools and equipment shall be grounded, and where necessary explosion-proof design. Welding cables and cable ends shall be well insulated. This is of special importance when welding in a metal tank or in vicinity of conductive liquids.

### **Personal Protective Equipment**

19. The use of personal protective equipment will depend on the nature of the hazards of the work. Consideration shall be given to all possible hazards shown in the "Confined Space Hazard Assessment". When choosing Personal Protective Equipment, emphasis should be placed on selecting equipment that maximises protection for the worker. At the same time, the selected Personal Protective Equipment should not seriously inhibit a worker's ability to do the job safely or pose a safety and health risk to any other workers in the confined space. Hardhats are extremely important when entering into a confined space where support and assistance is from above.

### **Respiratory Protection**

20. Self-contained Breathing Apparatus or Supply Air Respirators shall be used when:
  - a. air samplings in the confined space indicate oxygen levels below 19.5%; and
  - b. air sampling indicates the presence of a gas that is heavier than air.Cartridge or filter type respirators **will not** provide workers with breathable air. Respiratory Protection shall not be used as a substitute for the proper ventilation of a confined space.
21. Annex B of this SOP is a list of confined space support equipment, which can be used as a guide to assist in selecting the appropriate equipment.
22. **Authority for Remediating Non-compliance:** Under the authority of the Commanding Officer, Construction Engineering Branch, CTC Gagetown, the CE Branch Utilities Officer, the C. E. Branch Production Officer, the CE Branch Contracts Officer and the CE Branch General Safety Officer, have the authority to remedy non-compliance with this SOP. If, for any reason, they ascertain that any personnel working in Confined Space are not complying with this SOP, they may at their discretion, direct those personnel to cease work and exit the tunnels immediately. While under a Stop Work and Exit Direction, no personnel shall be permitted to re-enter the CTC Tunnel System until they receive permission to do so from the person who issued the Stop Work and Exit Direction.

ANNEX A  
to SOP 8.2  
June 2014

**Supervisor's and Employer's Responsibilities**

1. Prior to permitting workers to enter a confined space, the supervisor or employer shall:
  - a. Review the applicable "Confined Space Hazard Assessment" and the relevant SOP 8.2 Annex for the confined space and ensure that they have been updated within the last 3 years;
  - b. Ensure that all personnel, who are scheduled to do the work, hold valid training certificates for confined space entry, Standard First Aid and CPR, IAW References and this SOP;
  - c. Thoroughly brief the entry team on the scope of work;
  - d. Thoroughly brief the workers on the hazards of the confined space and the safety procedures to follow;
  - e. For each entry team that is assigned to do confined space entry work, appoint a "Qualified Person" or "Competent Person" to verify by tests using appropriate and properly calibrated instruments that have been functionally tested that:
    - (i) the concentration of airborne chemical agents or airborne dust in the confined space is not hazardous to the health or safety of the employee;
    - (ii) the concentration of an airborne chemical agent or mixture of chemical agents or airborne dust in the confined space does not exceed 50% of its lower explosive limit;
    - (iii) the level of physical agents in the confined space is not hazardous to the health or safety of the employee;
    - (iv) the percentage of oxygen in the atmosphere in the confined space is not less than 19.5% by volume and not more than 23% by volume;
    - (v) the concentration, level or percentage referred to in paragraphs (i) to (iv) is able to be maintained during the period of scheduled occupancy of the confined space by the employee;

- (vi) any liquid in which the employee may drown or any free flowing solid in which the employee may become entrapped has been removed from the confined space;
  - (vii) the entry of any liquid, free flowing solid or any hazardous substance into the confined space in a quantity that could endanger the health or safety of the employee has been prevented by a secure means of disconnection or the fitting of blank flanges;
  - (viii) all electrical equipment and machines that present a hazard to an employee entering into, exiting from or occupying the confined space have been locked out, with the machines being put in a zero energy state and locked; and
  - (ix) the opening for entry into and exit from the confined space is sufficient to allow safe passage of an employee who is using protective equipment or emergency equipment.
- f. For hazardous entries, ensure that 2 or more persons are constantly standing by outside the entrance to the confined space to assist in case of an accident or emergency;
  - g. Ensure that at least one of the persons in Para 1(f) is:
    - i) trained in emergency procedures;
    - ii) the holder of a Standard First Aid Certificate (and CPR where required); and
    - iii) provided with and trained in the use of, protective equipment and emergency equipment.
  - h. Ensure that the "Qualified Person" or "Competent Person" complies with all applicable regulations, policies and instructions;
  - i. Complete and sign the supervisor's portion of the "Confined Space Entry Permit" as shown at Annex D and issue the permit to the "Qualified Person" or "Competent Person";
  - j. Ensure that the Base Fire Hall is notified of the entry and provided with an outline of the entry;
  - k. Perform regular on-site inspections in order to verify that: the work is progressing safely, the required safety equipment is being properly used and that the confined space entry procedures in the References and this SOP are being complied with;
  - l. Ensure that the confined space entry checklist (annex C to SOP 8.2) has been reviewed with the "Qualified Person"; and



- m. Ensure that radio procedures have been established and priorities set with the appointed "Qualified Person".

**"Qualified Person" or "Competent Person" Responsibilities**

**Note: The definition of a "Qualified Person" in Can. Lab. Code COSH Regs, Part I, is similar to the definition of a "Competent Person" in N.B. Regulation 19-191, Part XVII.**

- 2. "Qualified Persons" or "Competent Persons" shall ensure that:
  - a. all of the required safety equipment is being properly used and the required emergency equipment is on site, in readiness for use;
  - b. the required safety checks are completed and the "Confined Space Entry Permit" is completed and signed;
  - c. the following information about the Confined Space entry is relayed to the Base Fire Hall at Local 2106:
    - (i) the callers name and unit or company;
    - (ii) the location of the confined space;
    - (iii) the air quality readings;
    - (iv) the actual time of entry;
    - (v) the estimated time to complete the work;
    - (vi) whether or not the job involves "Hot Work";
    - (vii) upon completion of the task, the time that the work is completed; and
    - (viii) that the Confined Space has been closed and returned to a safe condition.
  - d. all work is conducted in a safe, prescribed manner, in compliance with the relevant references, policy and the instructions in this SOP;
  - e. the work is complete and the confined space is clear of personnel, materials and equipment from the work, prior to closing the confined space; and
  - f. the "Confined Space Entry Permit" is filed.

**Worker Responsibilities**

- 3. Workers entering a confined space shall:
  - a. ensure that they fully understand the requirements of the job , the scope of work, the potential hazards associated with the confined space entry, and the applicable safety procedures;
  - b. ensure that their activities, while in the confined space, do not jeopardize the health and safety of themselves or any persons therein;

- c. advise the “Qualified Person” or “Competent Person” and their supervisor of any unsafe or hazardous conditions that may develop;
- d. when entering into, exiting from, or occupying the confined space, ensure they properly use their protective equipment and the emergency equipment as required;
- e. ensure that all accidents or incidents that they are involved in or witness to, are reported to their supervisor;
- f. comply with all applicable safety standards, regulations, directions and procedures while carrying out their work;
- g. ensure that they are equipped with the proper:
  - (i) hardhat;
  - (ii) work gloves;
  - (iii) safety boots
  - (iv) protective clothing;
  - (v) eye protection;
  - (vi) hearing protection;
  - (vii) respiratory protection;
  - (viii) full body harness and lifeline; and
  - (ix) fall protection if required.
- h. ensure that their certificates of training for Standard First Aid, CPR (if required), and Confined Space Training are valid; and
- i. ensure that fit and smoke testing for their respiratory protection equipment has been carried out and if applicable, their training on SCBA is up to date.

#### **Contractor Responsibilities**

- 4. Any Contractor who works in any confined space that falls under the authority of the Commanding Officer, Construction Engineering Branch, CTC Gagetown, shall:
  - a. prior to any confined space entry, arrange through the contract manager, for a briefing by the responsible person for that confined space, on the dangers associated with that confined space;
  - b. obtain a copy of the relevant hazard assessment;
  - c. obtain a copy of the Entry Permit at Annex D;

- d. comply with the contents of Para 1 of this Annex, entitled **Supervisor's and Employer's Responsibilities**;
- e. be responsible to supply all personal protective equipment, entry equipment and safety equipment; and
- f. be responsible for complying with the References, the policy and instructions contained in this SOP and any other relevant information pertaining to the respective confined space being entered, including, where applicable, New Brunswick Regulation 19-191, Section XVII.

#### **Authority to Stop Work**

- 5.
  - a. Any person or organization working in a confined space that falls under the authority of the Commanding Officer, Construction Engineering Branch, CTC Gagetown, may be subject to a stop work order whenever it is determined that:
    - (i) the person or organization is or has been, working in contravention of any applicable regulations or policy in the References; and /or
    - (ii) the person or organization is or has been, in contravention of the instructions in this SOP.
  - b. The stop work order shall continue to be in effect until such time as the person or organization implements the necessary steps to remedy the contravention to the satisfaction of the authority that ordered the stoppage of work.
  - c. Depending on the seriousness of the contravention and the cooperation of the person or organization to whom it applies, the authority that issues the stop work order may also order that personnel, materials and equipment be removed from the confined space until the contravention is remedied.
  - d. For the purpose of controlling contravention of the References and/or instructions in this SOP, the following personnel or organizations, depending on their jurisdiction, have the authority to carry out inspections and if necessary, order a stoppage of work in a confined space:
    - (i) Labour Affairs Officers (LAOs) for Human Resources Development Canada;
    - (ii) Safety Officers for the New Brunswick Occupational Health and Safety Commission;
    - (iii) C.E. Branch contract managers or their supervisor;
    - (iv) The Responsible Person for the relevant confined space; and
    - (v) The C.E. Branch General Safety Officer.

ANNEX B  
to SOP 8.2  
June 2014

## **HAZARDOUS CONFINED SPACE ENTRY SUPPORT EQUIPMENT**

### **General List**

1. Respiratory Protection, SCBA or Airline;
2. Life lines and full body harnesses;
3. Ventilation equipment, 12 VDC or 120 VAC;
4. Lifting and fall arrest equipment;
5. Lockouts and tags;
6. Blanks and tags;
7. Air monitoring equipment, minimum capability – LEL, O2, CO, H2S;
8. Communication Equipment;
9. Non-sparking tools;
10. Warning Devices, cones, barriers, beacons, signs or flags;
11. Ladders;
12. Portable First aid kit;
13. Generator, Portable, 120 VAC;
14. Water pump and hoses;
15. Flashlights and lighting equipment: Explosion proof, Shock proof;
16. Electrical GFI protection;
17. Man down alarm;
18. Hoisting ropes and buckets; and
19. Fire Extinguishers;

The following breakdown lists major equipment held by various Shops and Plants on a regular basis. All areas concerned should update these lists as equipment levels and types change.

### **PRODUCTION**

#### **Plumbing Shop**

1. Lifelines and harnesses, quantity 3;
2. Lifting device, manual, fall arresting, tripod;
3. Warning devices, manhole guard rails quantity 2, beacons;
4. Air monitoring equipment; and
5. Ventilator Kit 120 VAC.

.Water and Sewage Plants

1. SCBA, ea 5;
2. Air monitoring equipment, AMC 3000 ea 2 for O<sup>2</sup>, explosive and toxic gas, and ea 1 Koehler methane gas;
3. Lift & fall arrest tripod;
4. Harnesses ea 1; and
5. Communications, handsets, ea 6, Motorola 3 channel, Water & Sewage Plants frequency only.

BASE FIRE HALL

1. SCBA;
2. Lifelines and harnesses;
3. Ventilation equipment;
4. Air monitoring equipment;
5. Communications;
6. Tools, non-sparking;
7. Ladders;
8. Portable First Aid kits;
9. Warning devices;
10. Generators;
11. Lighting equipment; and
12. Man down alarms.

**CONFINED SPACE ENTRY**  
**GENERAL PRECAUTIONS**

Note: No attempt shall be made to enter any confined space until all equipment has been checked by the user and rechecked by the Qualified Person or Competent Person. WITHOUT EXCEPTION, any defective equipment shall be replaced or repaired PRIOR to the entry.

1. The following are the general procedures to be used for confined space entry:
  - a. Park vehicles. Set up barricades and cones so as to protect the work area. Using barricades, establish a sufficient sized "controlled access" area to protect personnel from the hazards of raising and lowering material and equipment;
  - b. Ensure there is "no smoking" at or near the confined space;
  - c. Ensure air-sampling equipment is functioning properly;
  - d. The "qualified person" shall brief workers on the scope of work and individual responsibilities;
  - e. Carefully check for an explosive atmosphere around the edge of the closed cover;
  - f. Remove the cover from opening and position it safely away from the work area;
  - g. Test the atmosphere throughout the entire depth of the confined space and ensure the following are within safe limits:
    - (1) Explosive mixture of gas;
    - (2) Toxic mixtures of gas; and
    - (3) Oxygen content (The minimum oxygen level for any entry is 19.5%);
  - h. Enter atmospheric conditions readings on the "Confined Space Entry Permit";
  - j. Notify the Base Fire Hall, providing entry and air sampling details;
  - k. If time of entry will be 15 minutes or less, the worker may enter the confined space, provided the worker is wearing a full body harness connected to a safety rope, that is secured to an exterior anchor and controlled by the Qualified Person;

- m. During entry, work and exit care shall be exercised to prevent the safety line from becoming entangled, hooked on objects, or damaged by hot surfaces or the work being completed;
- n. If the time required for entry will be longer than 15 minutes then "ventilation equipment" shall be set in operation and remain in operation while the worker is in the confined space;
- p. The space shall be monitored continuously at all times an employee is in the confined space, for a change in atmospheric conditions;
- q. At first indication that atmospheric conditions are outside of safe limits, all employees shall be removed immediately;
- r. The above ground/outside employees shall monitor the employee in the confined space at all times. Where voice communications and visual contact cannot be maintained, a hand held portable radio will be used to maintain contact;
- s. At all times, be prepared to initiate rescue operations using the rescue line attached to the safety harness;
- t. If emergency assistance is required, use radio or the nearest telephone to notify the Base Fire Hall. State **"This is an Emergency. Assistance is required ....."**; Provide clear and complete details and stay on the phone until the dispatcher hangs up ;
- u. The "Qualified Person" will remain at the entrance of the confined space to guard the situation and the second employee will go for assistance;
- v. The second employee will also contact the shop supervisor and/or the UGSO and provide details of the emergency; and
- w. Under no circumstances will any employee or other person be allowed to enter the confined space where an emergency situation exists that would place that person at risk. Rescue will be provided by the BFH who are trained in the proper rescue procedures.

**Note:** This checklist may need to be modified as required, to meet the conditions of the various confined spaces. When in doubt, follow the more stringent procedure. If the confined space is only moderately hazardous, as would be the case of an attic space where there is adequate ventilation, many of the above procedures would not apply.

### **CONFINED SPACE ENTRY PERMIT**

This Permit is part of CE Branch SOP 8.2 and must be completed for each entry IAW Refs A and B. When completed, a copy of this Permit must be submitted to CE Br GSO whenever it is used for CE Personnel Confined Space Entries. All other personnel should submit the completed permit to their supervisor.

- Instructions:** i. Supervisor completes Sections 1, 2 and 3  
ii. If applicable, CHP COE or CTC Tunnel Supr completes Section 4  
iii. Workers complete Section 11  
iv. Qualified Person completes remainder of the permit

1. **Confined Space:** \_\_\_\_\_

2. **Qualified Person:** \_\_\_\_\_

\_\_\_\_\_ Name \_\_\_\_\_ Initials \_\_\_\_\_ Position \_\_\_\_\_  
is designated as the Qualified Person for Work Order No.: \_\_\_\_\_. I hereby certify that this person has been fully briefed on the scope of this work and on his/her specific responsibilities as set out in Annex A of this SOP and as set out in Annex \_\_\_\_ of this SOP, which is the Annex specific to this work location.

\_\_\_\_\_  
Supervisor (Print Name) Signature Position and Unit/Company

3. **Work outline:** \_\_\_\_\_

4. **Non-Hazardous Classification of Tunnel Work:** (to be completed by CHP COE or CTC Tunnel Supervisor)  
I have evaluated this work on the basis of the information provided to me by \_\_\_\_\_ of \_\_\_\_\_

Rank/ Title and Name  
\_\_\_\_\_ and it is my opinion that this work should be

Unit or Company  
classified as Non-Hazardous. \_\_\_\_\_ or \_\_\_\_\_  
Signature of CHP COE Signature of CTC Tunnel Supervisor

5. **This Permit is valid from:** \_\_\_\_\_ hrs, \_\_\_\_\_ 20 \_\_\_\_\_ until  
\_\_\_\_\_ hrs, \_\_\_\_\_ 20 \_\_\_\_\_

6. **Qualified Person Record of Check-in with the Designated Person (Max 30 min intervals):**

_____ HRS	_____ HRS	_____ HRS	_____ HRS	_____ HRS
_____ HRS	_____ HRS	_____ HRS	_____ HRS	_____ HRS
_____ HRS	_____ HRS	_____ HRS	_____ HRS	_____ HRS
_____ HRS	_____ HRS	_____ HRS	_____ HRS	_____ HRS

7.1 **Qualified Person Checklist of Personal Protective Equipment** (required for every Confined Space in SOP 8.2)

Hard Hat <input type="checkbox"/>	Safety Footwear <input type="checkbox"/>	Work Gloves <input type="checkbox"/>
Safety Goggles <input type="checkbox"/>	Hearing Protection <input type="checkbox"/>	Clothing <input type="checkbox"/>
Full Body Harness <input type="checkbox"/>	Respiratory Protection <input type="checkbox"/>	Calibrated Air Monitor <input type="checkbox"/>



**7.2 Hazardous Confined Space Entry Equipment:**

NOTE: The Qualified Person shall ensure that the all required equipment, including the equipment listed in Annex B of this SOP, is on site and inspected for defects. When defective equipment is identified, it shall be immediately removed from service and replaced with equipment that is free from defects.

- 7.3 The following Emergency Equipment shall be available on site for use by:**
- i. any person who takes part in the rescue of a person in the confined space; and
  - ii. any person(s) responding to any other emergency in the tunnels.

**This inspection checklist is to be completed by the Qualified Person**

	Passed	Failed	Replaced
a. Respiratory protection, SCBA or Airline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Life lines and full body harnesses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Ventilation equipment, 12 VDC or 120 VAC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Lifting and fall prevention equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Lockouts and tags	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Blanks and tags	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Air monitoring equipment, calibrated, min. – LEL, O2, CO, H2S	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Communication equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Non-sparking tools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Warning devices, cones, barriers, beacons, signs or flags	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Ladders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Portable First aid kit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Generator, portable, 120 VAC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n. Water pump and hoses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o. Flashlights and lighting equipment: explosion and shock proof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
p. Electrical GFI protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
q. Man down alarm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
r. Hoisting ropes and buckets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
s. Fire extinguishers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**7. Qualified Person**

Air Monitoring Equipment: Brand Name: \_\_\_\_\_

Serial #: \_\_\_\_\_ Date last calibrated: \_\_\_\_\_

**Air Monitoring Test Results (Enter time and reading):**

_____ HRS	_____ O <sub>2</sub>	_____ HRS	_____ O <sub>2</sub>
_____ HRS	_____ LEL	_____ HRS	_____ LEL
_____ HRS	_____ CO	_____ HRS	_____ CO
_____ HRS	_____ H <sub>2</sub> S	_____ HRS	_____ H <sub>2</sub> S
_____ HRS	_____ O <sub>2</sub>	_____ HRS	_____ O <sub>2</sub>
_____ HRS	_____ LEL	_____ HRS	_____ LEL
_____ HRS	_____ CO	_____ HRS	_____ CO
_____ HRS	_____ H <sub>2</sub> S	_____ HRS	_____ H <sub>2</sub> S
_____ HRS	_____ O <sub>2</sub>	_____ HRS	_____ O <sub>2</sub>
_____ HRS	_____ LEL	_____ HRS	_____ LEL
_____ HRS	_____ CO	_____ HRS	_____ CO
_____ HRS	_____ H <sub>2</sub> S	_____ HRS	_____ H <sub>2</sub> S
_____ HRS	_____ O <sub>2</sub>	_____ HRS	_____ O <sub>2</sub>
_____ HRS	_____ LEL	_____ HRS	_____ LEL
_____ HRS	_____ CO	_____ HRS	_____ CO
_____ HRS	_____ H <sub>2</sub> S	_____ HRS	_____ H <sub>2</sub> S

Tests completed by: \_\_\_\_\_  
Print Name Signature

Tests witnessed by: \_\_\_\_\_  
Print Name Signature

9. IAW with Refs, where the health or safety of any employee has been threatened in any way, while in a confined space, the employer shall make a report to their Health and Safety Committee or the Health and Safety Representative, if either exist. Note: In CE Branch, a copy of the report shall be sent to the CE Br GSO.

**10. Employee Briefings:**

Qualified Persons shall ensure that all personnel on this confined space entry:

- i. are familiar with the scope of work;
- ii. are briefed on the hazards of the work;
- iii. are briefed on the inherent dangers of the confined space; and
- iv. comply with the applicable federal or provincial confined space regulations.

**11. Qualified Person's acknowledgement and statement:**

I hereby acknowledge that my supervisor has briefed me on the scope and hazards of this work and confined space. As the Qualified Person responsible for this confined space entry, I believe that sufficient instructions have been given and that sufficient support equipment and measures are in place to do this work safely. I have read and understand the instructions set out in the Annexes of CE Branch SOP 8.2 that apply to this confined space entry.

_____	_____	_____
Print Name and Position	Signature	Date

**12. Employees acknowledgement and statement:**

I hereby acknowledge that the Qualified Person has briefed me on the scope and hazards of this work and confined space. I believe that sufficient instructions have been given and that sufficient support equipment and measures are in place to do this work safely. I have read and understand the instructions set out in the Annexes of CE Branch SOP 8.2 that apply to this confined space entry.

_____	_____	_____
Print Name and Position	Signature	Date
_____	_____	_____
Print Name and Position	Signature	Date
_____	_____	_____
Print Name and Position	Signature	Date
_____	_____	_____
Print Name and Position	Signature	Date
_____	_____	_____
Print Name and Position	Signature	Date
_____	_____	_____
Print Name and Position	Signature	Date

**13. Qualified Person Record Of Personnel Entry:**

LAST NAME	INITIALS	TIME IN	SCHEDULED TIME OUT	TIME OUT
LAST NAME	INITIALS	TIME IN	SCHEDULED TIME OUT	TIME OUT
LAST NAME	INITIALS	TIME IN	SCHEDULED TIME OUT	TIME OUT
LAST NAME	INITIALS	TIME IN	SCHEDULED TIME OUT	TIME OUT
LAST NAME	INITIALS	TIME IN	SCHEDULED TIME OUT	TIME OUT
LAST NAME	INITIALS	TIME IN	SCHEDULED TIME OUT	TIME OUT
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LAST NAME	INITIALS	TIME IN	SCHEDULED TIME OUT	TIME OUT
LAST NAME	INITIALS	TIME IN	SCHEDULED TIME OUT	TIME OUT

ANNEX E1  
to SOP 8.2  
June 2014  
L-G2-9305/60  
CONFINED SPACE  
HAZARD **ASSESSMENT**

Date: \_\_\_\_\_

Confined Space: \_\_\_\_\_

**Note:**1.This **Hazard Assessment** forms part of the CE Branch SOP 8.2, specifically Annex            and            and is valid for 3 years from the above date.

3.This report shall be made in two copies, one to be retained by the qualified person and one to be forwarded to the UGSO to be maintained in the OS & H Committee files. The requirement to review and update this report are specified at Ref A paras 7.1.4, 5 & 6.

As the **Qualified Person Responsible** for the preparation of this Hazard Assessment, I believe the above related information to be a true and accurate record of this Confined Space.

\_\_\_\_\_  
Print Name and Appointment

\_\_\_\_\_  
Signature

ANNEX K  
to SOP 8.2  
June 2014

SEWAGE COLLECTION SYSTEM  
5 CDSB GAGETOWN

**Note: No person shall enter a confined space unless the person is instructed in entry and emergency procedures.**

Reference: A. National Joint Council of the Public Service of Canada, National Joint Council Agreements, Volume 1 Part 7 Hazardous Confined Spaces Directive 07-01-94;  
B. Drawing # H-G2-8413-302; and  
C. Drawing # H-G2-5821-102.

1. Responsible Person: The Responsible Person for the Sewage Collection System is the Util O, or in their absence the D Util O.

**Note: Work on the sewage collection system is done by the Plumbing Shop who will appoint their own Qualified Person, and control their own entries.**

2. Entry into Confined Space: is by "Permit Entry Only".

3. Description of Confined Space: The Sewage Collection System consists of approximately 13 miles of collection pipe, with manholes situated from 300 to 500 feet apart and at changes of direction. Collection pipe sizes go up to 24 inch diameter. Manholes are concrete basins finished with brick at the top, with built in steel rung ladders, vary from 4 feet to 18 feet deep, with a typical base width of 54 inches, and all are fitted with 24 inch lift off cast iron covers. The atmosphere is normal for sewage collection systems with methane being released. There could be pockets of hydrogen sulphide; petroleum products can periodically be found; and other toxic and biological waste is possible especially in the effluent. This system was built in the early 1950's and varied states of deterioration can be found. Entry, exit and movement within the manholes is easily accomplished.

4. Hazard Assessment: Hazards associated with this confined space are to be identified in a Hazard Assessment as per Ref A para 7.1.1, 7.1.2, and 7.1.3 on a Hazard Assessment Form as shown at Annex E.

5. Entry Permit: An Entry Permit is a requirement of Ref A part 7.2. A Hazardous Confined Space Entry Permit is as shown at Annex D, and will be completed as per this SOP.

6. Confined Space Entry: Confined Space Entry shall be as specified at Ref A part 7.3. and as detailed for this confined space: The Responsible Person will ensure a Qualified Person is in charge of an entry into the sewage collection system. A Confined Space Entry Team will consist of at least 3, the Qualified Person, an assistant and the person entering the manhole. The Qualified Person in charge of the entry will remain outside of the opening, in charge of all procedures. No Smoking. All vehicles will be shut off. Set up and check all equipment and place barriers prior to entry into the manhole. With manhole covers in place perform initial air tests, if safe remove cover with the proper tool and perform air tests and complete Entry Permit. Advise the BFH of the recorded readings and the planned entry. The person entering will wear the following safety and PPE: safety harness, rubber boots, work gloves, goggles, hardhat with chin strap, and coveralls. The person entering will have their descent safeguarded with the use of a fall arrestor or a rope retrieval system. Retrieval system will remain attached to the person inside the manhole. The Qualified Person will monitor the air and maintain constant voice and visual contact with the person in the manhole. **NOTE:** A Qualified Person can only monitor the activities in one manhole at a time.

7. Record of Emergency Procedures and Equipment: A Record of Emergency Procedures and Equipment shall be as specified at Ref A part 7.6. and as detailed: Emergencies that may occur are from falling off ladders, slipping or tripping on the floor, from falling objects, drowning due to flooding, and overcome by any of the sewer gases. If an emergency occurs requiring emergency evacuation of the person/s from the manhole, the qualified person shall immediately have the BFH contacted at 2106 from a nearby phone, or either a truck radio, or a hand held radio on the BFH frequency, and advise them of the situation. **Note:** Give exact location and directions to where you are. Provide necessary aid to the injured person and if practical extract them from the manhole. Ensure that you do not place yourself in danger. If air quality is the source of the emergency, utilize SCBA for the rescue. **Remember,** the qualified person cannot enter, but must wait until assistance arrives. Emergency equipment required includes an extra retrieval system, SCBA, first aid kit, and stretcher.

8. Provision and use of Equipment: Provision and use of Equipment shall be as specified at Ref A part 7.7. and as detailed: Equipment includes the use of a tripod mounted fall arrestor / lifting device, and safety harness being worn by each person entering, with an extra harness for a person who might be required to provide assistance, rope retrieval system, barriers, power ventilator, hand held radio on the BFH frequency, air monitor and portable safety lighting.

9. Precaution: Ref A part 7.8. No person shall close off a confined space until a qualified person has verified that no person is inside it.

10. Hot Work: Hot work shall be as specified at Ref A part 7.9. and as detailed: The BFH will be advised of the nature of hot work to be done, providing all additional details as may be required. Power ventilation will be done on a continuous basis during hot work. Air quality readings will be done on a continuous basis in close proximity to the worker doing the hot work. Work will cease and the worker will exit the manhole if air quality levels become unsafe. Entry will not resume until air quality levels return to acceptable levels. No bottled gases are to be taken into the manhole. Hot work equipment will be removed from the manhole each time hot work ceases, including rest breaks.

11. Ventilation Equipment: Ventilation Equipment shall be as specified at Ref A part 7.10, and as detailed: Power ventilator will be an intrinsically safe 110 VAC unit to run off of a generator, or supplied power, or a 12 VDC unit to run off a generator or vehicle battery. Operation will be on a continuous basis during all hot work, to remove gases and odours, and to maintain air quality at safe levels.

K-3/3



**Sanitary Meter Manhole 96P**  
**CFB Gagetown, Oromocto, N.B.**

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## **PART 1 - GENERAL INFORMATION**

### **1. Requirement**

The Department of National Defence (DND) has a requirement to establish a Service Contract for the furnishing of all labour, materials, tools and equipment required to supply, install and maintain a new sanitary flow meter with remote communication capabilities in Manhole 96B, CFB Gagetown, Oromocto, New Brunswick.

The Service Contract is required for the period from April 1, 2015 to March 31, 2016 with an option to extend for two additional one year periods. The services must be provided in accordance with the Specification attached at Annex "E".

### **2. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

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

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **1.1 SACC Manual Clauses** (by reference)

**A0220T - Evaluation of Price (2014-06-26)**

### **2. Submission of Bids**

Tenders shall be received at the office designated for the receipt of tenders, on or before the date and time set for tender closing. Late tenders will be returned unopened.

- (a) Bids must be complete and submitted on prescribed tender form;
- (b) Include the tender call number/project number and description of proposed work;
- (c) Include the closing date and time;
- (d) Must be received prior to bid closing time and at the designated place and facsimile number - FACSIMILE NUMBER IS (506-636-4376).

#### **NOTE: FACSIMILE BIDS**

Only incorrect handling by the Department of Public Works and Government Services will excuse the delay of responses transmitted by facsimile. Misrouting, traffic volume, weather disturbances, or any cause for the late receipt of such responses is not acceptable.

**Bid Receiving**  
**Public Works and Government Services Canada**  
**Room 405**  
**189 Prince William Street**  
**Saint John, New Brunswick**  
**E2L 2B9**

**NOTE: THIS IS NOT A PUBLIC OPENING**

### 3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;

- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 5 (five) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **5. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

#### **6. Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "C".

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### **7. Workers Compensation Certification - Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within seven (7) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### **1. Bid Preparation Instructions**

Price must not appear in any other area of the bid except in the **Financial Bid**.

It is required that the bids follow the response format/instructions as detailed below:

##### **Section I: Technical Bid**

No Technical Bid required as part of this requirement.

##### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with Annex "B" Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable

##### **Section III: Certifications**

Bidders must submit the certification required under Part 5.

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

### **1. Evaluation Procedures and Basis of Selection**

Bids will be evaluated in accordance with the **Evaluation Criteria and Basis of Selection** specified in **Annex "A"** and **Basis of Payment** specified in **Annex "B"**. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.



## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### **2. Additional Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

- 2.1** The Contractor shall have a minimum of five (5) years experience in performing similar work and have an understanding of hydraulic engineering. The Contractor shall provide references and documentation to support their claim to having experience.
- 2.2** All employees assigned to work within the sanitary system (in manholes etc.) shall have documentation to show they have up to date confined space training. This documentation shall consist of a certificate showing the date of issue and expiration of their training.

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Requirement**

The Department of National Defence (DND) has a requirement to establish a Service Contract for the furnishing of all labour, materials, tools and equipment required to supply, install and maintain a new sanitary flow meter with remote communication capabilities in Manhole 96B, CFB Gagetown, Oromocto, New Brunswick. The Service Contract is required for the period of April 1, 2015 to March 31, 2016 with options to extend the contract for two (2) additional one (1) year periods. The services must be provided in accordance with the Specification attached at Annex "E".

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

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

#### **2.1 General Conditions**

2010C (2014-09-25), 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 is to be performed from April 1, 2015 to March 31, 2016.

#### **3.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### **4. Authorities**

##### **4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Anne MacDonald  
Title: Supply Officer  
Organization: Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Real Property Contracting  
Address: 189 Prince William Street  
Saint John, New Brunswick  
E2L 2B9  
Telephone: (902) 626-4949  
Facsimile: (506) 636-4376  
E-mail address: [anne.macdonald@pwgsc.gc.ca](mailto:anne.macdonald@pwgsc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### **4.2 Project Authority - Will be made available at time of award**

The Project Authority for the Contract is:

Name:  
Title:  
Organization:  
Address:  
Telephone :  
Facsimile:  
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

##### **4.3 Contractor's Representative**

Name: Title:  
Organization:  
Address:  
Telephone:  
Fax:  
E-mail:

## **5. Payment**

Basis of payment is in accordance with Annex "B" and section 12, Payment Period, of the 2010C (2014-09-25), General Conditions - Services (Medium Complexity).

### **5.1 Monthly Payment**

SACC Manual clause H1008C (2008-05-12) Monthly Payment

## **6. Invoicing Instructions**

The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010C (2014-09-25), General Conditions - Services (Medium Complexity).

## **7. Certifications**

- 7.1** Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **8. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

## **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 Articles of Agreement;
- (b) 2010C (2014-09-25) General Conditions - Services (Medium Complexity);
- (c) Specification (Annex "E") and annexes;
- (d) Any Amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (e) the Contractor's bid dated \_\_\_\_\_

## **10. SACC Manual Clauses**

SACC Manual Clause A0285C (2007-05-25) Worker's Compensation  
SACC Manual Clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)  
SACC Manual Clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

## **11. Insurance Requirements**

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within seven (7) days after request from the Contracting Authority and prior to award of Service Contract, 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 Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **ANNEX "A"**

### **EVALUATION CRITERIA AND BASIS OF SELECTION**

**ANNEX "A"**  
**EVALUATION CRITERIA AND BASIS OF SELECTION**

Bids received will be assessed in accordance with the entire requirement of the bid solicitation.

**1. Mandatory Criteria**

1. Submission of firm prices/rates for one (1) year including (2) option years in accordance with Invitation to Tender.
2. A duly completed and signed Invitation to Tender including all Addenda.
3. Within 7 days and prior to award of Service Contract, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
4. Within 7 days and prior to award of Service Contract, the bidder shall be required to provide proof of Liability Insurance in the amount of \$2,000,000.00 in accordance with Section 00 21 13, Paragraph 1.12 of the Specification located at Annex "E".
5. Within 7 days and prior to award of Service Contract provide proof bidder has a minimum of five years experience in performing similar work and an understanding of hydraulic engineering; provide references and documentation to support this claim of experience
6. Within 7 days and prior to award of service contract provide proof all employees assigned to work within the sanitary system have documentation showing up to date confined space training, consisting of a certificate showing date of issue and expiration of said training.
7. Bidder must provide, upon request from the Contracting Authority, a list of equipment. Equipment is subject to inspection and approval by the Department of National Defence (DND) prior to award of Service Contract.

**2. 2007/05/07 A0069T Basis of Selection - Mandatory Requirements Only**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

**ANNEX "B"**  
**BASIS OF PAYMENT**

The following requirement must be strictly adhered to: **Failure to do so shall render the bidder's proposal as non-responsive.**

It is mandatory that the bidders submit firm rates for the Period of the Service Contract for all items listed hereafter. Unit Price Table will be considered as the bidder's Financial Proposal.

Each item specified in the Unit Price Tables, includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit, and all other liabilities whatsoever.

The prices inserted in the Unit Price Tables, includes all applicable federal, provincial and municipal taxes. However, they do not include any amount for the Goods and Services Tax (GST)/Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Her Majesty to the Offeror in addition to the amount paid against the amount of the contract.



**W0105-15E019**

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

NOTE: TENDERS WILL BE EVALUATED ON THE TOTAL BID FOR THE FIRST TERM OF THE CONTRACT PLUS THE OPTION YEARS. HOWEVER, ANY CONTRACT AWARD WILL BE FOR THE TERM OF APRIL 1, 2015 TO MARCH 31, 2016.

Item	Class of Service	Unit of Measure	Estimated Quantity	A		B		C	
				Term		Option Year		Option Year	
				April 1, 2015 to March 31, 2016.		April 1, 2016, to March 31, 2017		April 1, 2017, to March 31, 2018	
				Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
1.	Monthly rate for supply, installation, maintenance and management of meter at manhole 96P	Per Month	12	_____	_____	_____	_____	_____	_____
2.	Rate for data analysis	Per Hour	50	_____	_____	_____	_____	_____	_____
TOTAL FOR FIRST TERM AND OPTION YEARS				\$ _____ A		\$ _____ B		\$ _____ C	
GRAND TOTAL FOR FIRST TERM AND OPTION YEARS				\$ _____ A, B AND C					

## **ANNEX "C"**

### **INSURANCE REQUIREMENTS**

## **ANNEX "C"**

### **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 Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (o) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**ANNEX "D" Complete List of Each Individual Who is Currently on the Board of Directors**

***NOTE TO BIDDERS***

***WRITE DIRECTORS SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

## **ANNEX "E"**

### **SPECIFICATION**

