

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
John Cabot Building
10 Barters Hill, P.O. Box 4600
St. John's
Newfoundland and Labrador
A1C 5T2
Bid Fax: (709) 772-4603

Request For a Standing Offer
Demande d'offre à commandes

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
PWGSC/TPSGC-Nfld Region/Real Property
John Cabot Building
10 Barters Hill, P.O. Box 4600
St. John's
Newfoundl
A1C 5T2

Title - Sujet RISO Road & Parking Lot Repairs	
Solicitation No. - N° de l'invitation W0213-15G420/A	Date 2015-05-15
Client Reference No. - N° de référence du client W0213-15G420	GETS Ref. No. - N° de réf. de SEAG PW-\$PWD-009-6357
File No. - N° de dossier PWD-5-38037 (009)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-06-03	
Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Carey, Mary	Buyer Id - Id de l'acheteur pwd009
Telephone No. - N° de téléphone (709)772-4754 ()	FAX No. - N° de FAX (709)772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Gander, NL A1V 1X1	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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REQUEST FOR STANDING OFFER

ROAD AND PARKING LOT REPAIRS DND - 9 WING GANDER, NL

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REQUEST FOR STANDING OFFER (RFSO)

IMPORTANT NOTICE TO OFFERORS

SUPPORT THE USE OF APPRENTICES

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI11.

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SPECIAL INSTRUCTIONS TO OFFEROR'S (SI)

SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to one (1) Standing Offers, each for a period of two (2) years. The total dollar value of all Standing Offers is estimated to be (\$135,600.00) (GST or HST included). Individual call-ups will vary, up to a maximum of (\$25,000.00) (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

SI02 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in GI01 of Integrity Provisions - Offer of General Instructions to Offerors - Construction Services. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

SI03 OFFER DOCUMENTS

1. The following are the offer documents:
 - a. Invitation to Tender - Page 1;
 - b. Special Instructions to Offerors;
 - c. General Instructions to Offeror's- Construction Services
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Specifications;
 - f. Price Proposal form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

Submission of an offer constitutes acknowledgement that the Offeror has read and agrees to be bound by these documents.

2. Offers received by fax will be accepted as official.

GI07, add following paragraph;

5. Offers received by fax will be accepted as official and must meet the following requirements

- a. Must be completed on the Price Proposal Form
- b. Must indicate
 - Request for standing offer number
 - Solicitation number
 - Offeror's name
 - Closing Date and Time
- c. Must be received before offer closing time at fax number (709) 772-4603.

SI04 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this offer must be submitted in writing to the Contracting Officer named on the Request for Standing Offer (RFSO). Enquiries should be received no later than five (5) calendar days prior to the date set or solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Offerors the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this offer sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the RFSO - Page 1. Failure to comply with this requirement may result in the offer being declared non-responsive.

SI05 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE

1. The Contracting Authority for this Request for Standing Offer is:

Mary Carey
A/Contracting Officer
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting
P.O. Box 4600, St. John's, NL A1C 5T2

Telephone: (709) 772-4754
Facsimile: (709) 772-4603
E-mail address: mary.carey@pwgsc.gc.ca

The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

2. A Departmental Representative will be identified at time of each individual Call-Up. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

SI06 QUANTITY

The amount of work and estimated expenditure specified in the RFSO are only an approximation of requirements. The making of an offer by the Offeror shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

SI07 PWGSC OBLIGATION

A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

SI08 SITE VISIT

All bidders, before submitting their bid, are recommended to inspect and examine the site and its surroundings and satisfy themselves as to the form and nature of the work and materials necessary for the completion of the works.

SI09 REVISION OF OFFER

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors – Construction Services to Offerors". The facsimile number for receipt of revisions is (709) 772-4603.

SI10 OFFER VALIDITY PERIOD

1. The offer cannot be withdrawn for the period of (60) days following the RFSO closing date.
2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
3. If the extension referred to in paragraph 2 of SI10 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
4. If the extension referred to in paragraph 2 of SI10 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
 - a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the request for proposal.
5. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI09 "General Instructions to Offerors – Construction Services".

SI11 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Appendix 5) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios* and to respect any hiring requirements prescribed by provincial or territorial statutes

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The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Appendix 5.

If you accept fill out and sign Appendix 5.

** The journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

SI12 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Industrial Security Services <Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

<Http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)

GI01 (2014-03-01) Integrity Provisions – Offer

1. Offerors must comply with the [Code of Conduct for Procurement](#). In addition, offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer (SO) and any resulting contracts, and submit offers as well as enter into contracts only if they will fulfill all obligations of the Contract.
2. By submitting an offer, offerors confirm that they understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer and awarded a contract. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of issuance of the Standing Offer (SO). If it is determined, after issuance of the SO, that the Offeror made a false declaration, Canada will, following a notice period, have the right to set aside the SO and to terminate for default any resulting contracts. The Offeror will be required to diligently maintain up-to-date the information requested. The Offeror and any of the Offeror's Affiliates, will also be required to remain free and clear of any acts or convictions specified in these Integrity Provisions during the period of any SO arising from this RFSO and any resulting call-ups.

3. Affiliates

For the purpose of these Integrity Provisions, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Offeror's Affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in these Integrity Provisions which has the same or similar management, ownership, or principal employees, as the case may be.

4. Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner. Offerors submitting offers as societies, firms, or partnerships do not need to provide lists of names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the offer non-responsive. Providing the required names is a mandatory requirement for a Standing Offer to be issued. Canada may, at any time, request that the Offeror provide properly completed and signed consent forms ([Consent to a Criminal Record Verification form - PWGSC-TPSGC 229](#)) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process will result in the offer being declared non-responsive.

5. The Offeror must diligently inform Canada in writing of any changes affecting the list of names of directors during this procurement process as well as during the period of any Standing Offer arising from this RFSO and any resulting call-ups. The Offeror must also, when requested, provide Canada with properly completed and signed consent forms.

6. By submitting an offer, the Offeror certifies that it is aware, and that its Affiliates are aware that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the

acts or convictions specified in these Integrity Provisions, through independent research, use of any government resources or by contacting third parties.

7. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any resulting call-ups if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).
8. **Time Period**
The Time Period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge.
In addition, for a conviction under paragraphs a. or b. of subsection 9, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Offeror must therefore provide with its offer or promptly afterwards a copy of confirming documentation from an official source for its certification to be found true by Canada for the purpose of these Integrity Provisions. If the documentation has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply within the time frame specified will render the offer non-responsive.
9. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's Affiliates have been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions, unless the time period, as defined in the Time Period subsection, has elapsed:
- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
 - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#), or
 - c. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or
 - d. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the [Competition Act](#), or
 - e. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
 - f. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
 - g. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the Corruption of [Corruption of Foreign Public Officials Act](#), or
 - h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#).

The Offeror also certifies that no one convicted under any of the provisions under a. or b. are to receive any benefit under a Standing Offer arising from this Request for Standing Offers and any resulting call-ups, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

10. Foreign Offences

The Offeror also certifies that, within a period, as defined in the Time Period subsection, neither the Offeror nor any of the Offeror's Affiliates have been convicted of or have received a conditional or an absolute discharge, under any foreign offence that Canada deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. Canada will also consider foreign measures declared by Canada to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

11. Subcontractors

The Offeror must ensure that subcontracts include Integrity Provisions no less favourable to Canada than those imposed in the resulting contract.

12. Preventive Measures associated with the Time Period

In cases where the period (as defined in the Time Period subsection), for a conviction, or a conditional or an absolute discharge of the Offeror or any of the Offeror's Affiliates has elapsed, then the Offeror must also certify for itself and for its Affiliates that measures have been diligently put in place in order to avoid the reoccurrence of such convictions or reprehensible actions.

13. Public Interest Exception

Offerors understand that Canada may issue a Standing Offer with an offeror where the Offeror or the Offeror's Affiliates have been convicted of or have received a conditional or an absolute discharge for an offence specified in these Integrity Provisions, when required to do so by law or legal proceedings, or when Canada in its sole discretion considers it necessary to the public interest for reasons which include, but are not limited to:

- o no one else is capable of performing the contract;
- o emergency;
- o national security;
- o health and safety;
- o economic harm;

If all offers are found non-responsive for reason of a listed relevant conviction or act, then Canada may invoke the public interest exception, as described in the paragraph above. In such cases, only offers containing a declaration concerning a relevant offence or act will be further considered. Canada may also elect to procure outside of the present process. In all cases, Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

14. Non-application

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are reduced to complying with article 750 of the [Criminal Code](#), the [Government Contracts Regulations](#) and the [Code of Conduct for Procurement](#).

GI02 (2014-03-01) Completion of Offer**1. The offer shall be**

- a. submitted on the Price proposal form;
- b. based on the Offer Documents listed in the Special Instructions to Offerors;
- c. correctly completed in all respects;
- d. signed by a duly authorized representative of the Offeror; and
- e. accompanied by any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.

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2. Subject to paragraph 6) of GI09, any alteration to the pre-printed or pre-typed sections of the Price Proposal form, or any condition or qualification placed upon the offer may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Price Proposal form by the Offeror shall be initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
 3. Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of offers are not acceptable.
 4. Canada will make available Notices of Proposed Procurement (NPP), offer solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, offer solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

GI03 (2007-05-25) Identity or Legal Capacity of the Offeror

In order to confirm the authority of the person or persons signing the offer or to establish the legal capacity under which the Offeror proposes to enter into Contract, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- a. such signing authority; and
- b. the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

GI04 (2013-04-25) Applicable Taxes

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

GI05 (2007-05-25) Capital Development and Redevelopment Charges

For the purposes of GC1.8, "Laws, Permits and Taxes", in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Offeror shall not include any monies in the offer amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

GI06 (2010-01-11) Listing of Subcontractors and Suppliers

Notwithstanding any list of Subcontractors that the Offeror may be required to submit as part of the offer, the Offeror shall, within forty-eight (48) hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its offer.

GI07 (2014-03-01) Submission of Offer

1. The Price Proposal form, duly completed, shall be enclosed and sealed in an envelope provided by the Offeror, and shall be addressed and submitted to the office designated on the Front Page of the "Request for Standing Offer" for the receipt of offers. The offer must be received on or before the date and time set for solicitation closing.
2. Unless otherwise specified in the Special Instructions to Offerors

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- a. the offer shall be in Canadian currency;
 - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.
3. Prior to submitting the offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:
 - a. Solicitation Number;
 - b. Name of Offeror;
 - c. Return address; and
 - d. Closing Date and Time.
 4. Timely and correct delivery of offers is the sole responsibility of the Offeror.

GI08 (2011-05-16) Revision of Offer

1. An offer submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the RFSO. The letter or facsimile shall on the Offeror's letterhead or bear a signature that identifies the Offeror.
2. A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
3. A letter or facsimile submitted to confirm an earlier revision should be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions may result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

GI09 (2013-04-25) Rejection of Offer

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1) of GI09, Canada may reject an offer if any of the following circumstances is present:
 - a. the Offeror's bidding privileges are suspended or are in the process of being suspended;
 - b. the bidding privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;

-
- f. with respect to current or prior transactions with Canada
- i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
 - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offered on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2.f. i & ii GI09, Canada may consider, but not be limited to, such matters as:
- a. the quality of workmanship in performing the Work;
 - b. the timeliness of completion of the Work;
 - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1), 2) and 3) of GI09, Canada may reject any offer based on an unfavourable assessment of the
- a. adequacy of the offer price to permit the work to be carried out and, in the case of an offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - c. Offeror's performance on other contracts.
5. When Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI09, other than subparagraph 2)(a) of GI09, the Contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

GI10 (2010-01-11) Offer Costs

No payment will be made for costs incurred in the preparation and submission of an offer in response to the offer solicitation. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

GI11 (2012-07-16) Procurement Business Number

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

GI12 (2013-04-25) Compliance with Applicable Laws

1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations

necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.

2. For the purpose of validating the certification in paragraph 1) of G112, a Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2) of G112 shall result in disqualification of the offer.

G113 (2010-01-11) Approval of Alternative Materials

When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the offer shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the offer, an addendum to the offer documents shall be issued.

G114 (2010-01-11) Performance Evaluation

1. Offerors shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.
2. The form [PWGSC-TPSGC 2913](#), SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

G115 (2011-05-16) Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, offerors are advised that Canada may reject a offer in the following circumstances:
 - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by a offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains however subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting a offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

STANDING OFFER PARTICULARS

SOP01 GENERAL

1. The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not obligate or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Request for Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Offeror understands and agrees that:
 - a. a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
 - b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - c. Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
 - d. the Standing Offer cannot be assigned or transferred in whole or in part;
 - e. the Standing Offer may be set aside by Canada at any time.

SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be for two (2) years commencing from the start date identified on the Standing Offer.

SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$25,000.00 (Applicable Taxes included).

SOP04 CALL-UP PROCEDURE

1. Services will be called-up as follows:
 - a. For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.
2. The Offeror will be authorized in writing by the Contracting Authority to proceed with the work by issuance of a Call-up against the Standing Offer using form [2829](#).
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

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SOP05 STANDING OFFER RESPONSIBLES

Standing Offer Contracting Authority is :

Mary Carey
A/Contracting Officer
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting
P.O. Box 4600, St. John's, NL A1C 5T2

Telephone: (709) 772-4754

Facsimile: (709) 772-4603

E-mail address: mary.carey@pwgsc.gc.ca

The Contracting Authority is responsible for the establishment and administration of the Standing Offer and its revision if needed. The Contracting Authority is responsible for all contractual related questions regarding call-ups.

Standing Offer Technical Authority is : (to be completed by PWGSC upon award)

The Technical Authority represents the Department or Organisation for which the works are executed within a call-up. The Technical Authority is responsible for all technical related questions regarding call-ups.

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

The selected contractor for the standing offer is: (to be completed by contractor)

Name : _____

Contact : _____

Address : _____

Telephone : ____ - ____ - _____

e-mail : _____

SUPPLEMENTARY CONDITIONS (SC)

SC01 INSURANCE TERMS

1) Insurance Contracts

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) 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.

2) Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force and be maintained throughout the duration of the standing offer period.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its offer, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

1. The following are the “call up” contract documents:
 - a. Contract Page when signed by Canada;
 - b. Duly completed Price Proposal Form and any Appendices attached thereto;
 - c. Drawings and Specifications;
 - d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2015-04-01);
GC2	Administration of the Contract	R2820D	(2015-02-25);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2015-02-25);
GC6	Delays and Changes in the Work	R2860D	(2013-04-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2880D	(2015-04-01);
GC9	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
	Supplementary Conditions		
 - e. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
 - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the offer; and
 - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Price Proposal Form submitted.

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APPENDIX 2 – STATEMENT OF WORK

(17 PAGES ATTACHED)

APPENDIX 3 - PRICE PROPOSAL FORM

RISO Road and Parking Lot Repairs

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Annex will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

2 YEAR TERM

Item No.	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Estimated Total Price GST / HST extra (EQ x PU)
1	Excavation	Cu. M.	300	\$	\$
2	Granular Base Course	Ton	400	\$	\$
3	Asphaltic Concrete (patch work)	Ton	200	\$	\$
4	Asphaltic Course (overlay of new pavement)	Ton	100	\$	\$
	Equipment with Operator				
5	Excavator (approx 1 Yrd)	Hour	50	\$	\$
6	Dump Truck (20 yrds)	Hour	50	\$	\$
7	Loader (3 Yrds)	Hour	50	\$	\$
8	Grader	Hour	50	\$	\$
TOTAL EXTENDED AMOUNT (TEA): (GST/HST Extra)					\$

NOTE:

The unit price in the Tender shall, in each case, include the cost of materials in the work, all labour, plant, equipment (jack hammer, etc.), transportation of old debris, etc, entering into its final placing in the work.

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APPENDIX 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Financial Evaluation

1.1.1 SACC Manual Clause M0220T (2013-04-25) Evaluation of Price.

1.1.2 Offerors will be evaluated on the basis of the lowest overall total estimated amount (HST Extra). Offerors are required to bid on all line items in the Basis of Payment, or their bid may be considered non-responsive.

2. Basis of Selection

2.1 SACC Manual Clause M0069T (2007-05-25) Basis of Selection

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APPENDIX 5 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

Note; The contractor will be asked to fill out a report every six months as included in Annex B

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Optional information to provide: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

A sample of the "Voluntary Reports for Apprentices Employed during the Contract" is provided at Annex B

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ANNEX A

CERTIFICATE OF INSURANCE

(Not required at bid closing)

(2 PAGES ATTACHED)

DEPARTMENT OF NATIONAL DEFENCE

SPECIFICATIONS

STANDING OFFER AGREEMENT

ASPHALT, CONCRETE, PAVEMENT/GRANULAR MATERIALS

9 WING GANDER

GANDER, NEWFOUNDLAND

List of Contents

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Section 01001

General Instructions
Scope of Work

1. General All documents listed in the Tender, shall apply to and govern all phases of the work hereinafter specified.
2. Scope of Work
 1. General: The work of this Standing Offer Agreement comprises the furnishing of all labour, materials and equipment required for repairs and improvements to Base roads and parking lots at 9 Wing Gander, Gander, NL.
 2. Work Included The work covered in this Standing Offer Agreement includes the following:
 - a. Cut existing broken pavement, excavation of existing base course, construction of new base course, and patch.
 - b. Overlay of existing pavement as detailed by the Departmental Representative.
 - c. Excavation of soil, construction of new base course, sub-base course and placement of new pavement.
 - d. Supply and placement of granular materials.
 - e. Provide operator and equipment required for any ground work required.
3. Location of Site 9 Wing Gander is located approximately one (1) mile southeast of the Town of Gander.
4. Site access
 1. Access to the site of work shall be as determined by the Departmental Representative.
 2. The Contractor shall be governed by such security regulations as are applicable at the time of performing the work.
 3. Movement around the site will be limited to such areas as laid down by the Departmental Representative.
5. Temporary Services
 1. DND can provide, free of charge, temporary electric power and water for construction purposes, subject to the following terms and conditions:
 2. The points of delivery and limits on quantities shall be determined on the site by Departmental Representative, whose written permission must be obtained before any connection is made.
 3. From point of delivery, the Contractor shall provide, at his own expense, all equipment and temporary lines to bring these services to the site of work. Equipment and temporary lines shall be installed and operated in a manner approved by the Departmental Representative.

4. The supply of temporary services may be discontinued by a DND representative at any time without notice to the Contractor, and the Crown will not accept any liability for any damage or delay caused by such withdrawal of temporary services.
5. After the temporary service lines are no longer required, the Contractor shall remove all lines and equipment, restore the connection points to their original condition and return the land to its original contour.
6. Standards and References
 1. Throughout the various Sections and Sub-Sections of this Specification, reference is made to domestic, national and international standards. These standards shall be considered an integral part thereof and shall be read in conjunction with the drawings and Specifications as if they were reproduced herein. Therefore, the Contractor shall be fully familiar with their contents and requirements. The latest edition of all standards shall be applicable unless a specifically dated edition is mentioned.
 2. When reference is made to certain detailed drawings, catalogues or similar data as published by equipment suppliers, the Contractor shall be solely responsible for obtaining these.
7. Clearances and Acceptance
 1. General: It is the responsibility of the Contractor to ensure that all materials supplied to the job meet the Specifications and Contract Documents.
 2. Acceptable Materials: All and only "acceptable" materials, as defined by Construction Materials Board Form # 1, are eligible for use in this project. CMB Form # 1 forms part of this Standing Offer Agreement Document.
 3. Requests for "acceptance" of materials, in addition to those presently established as "acceptable" by the Standing Offer Agreement Documents, shall be submitted in duplicate to the Departmental Representative, 9 Wing Gander.
8. Manufacturers' Data All copies of manufacturers' data shall be delivered to the Departmental Representative at the time of initial project handover, packaged in hardcover, post-type binders to adequately protect the contents.
9. Protection of Existing Facilities The Contractor shall take all necessary precautions to ensure against damage to existing facilities, above and below ground level. Special precautions will be taken to ensure grass surfaces are not damaged. Any damage to such facilities because of the Contractor's operation shall be repaired or replaced by the Contractor at his own expense.
10. Temporary Storage It is the Contractor's responsibility to provide his own storage for material and equipment for this Standing Offer Agreement.
11. Local Laws, By-Laws and Regulations
 1. The Contractor shall make himself acquainted with all local laws, by-laws, provincial rules, codes and regulations of authorized bodies having jurisdiction in the area and shall be fully responsible for the strict observation of such laws, by-laws, rules, codes and regulations.
 2. Base Security The Contractor will make himself aware of and abide by all DND security regulations applicable to the job.

SECTION 01201

General Instructions
Asphalt Pavement Repairs

1. General All documents listed in the Tender, shall apply to and govern all phases of the work hereinafter specified.

2. Scope of Work General
 1. The work covered by this Section comprises the furnishing of all labour, materials and equipment required for the repair of broken pavement as specified herein.
 2. Work Included: Work involved in this Standing Offer Agreement will include:
 - a. Cut existing broken pavement, excavation of existing base course, construction of new base course and patch.
 - b. Overlay of existing pavement detailed by the Departmental Representative.
 - c. Excavation of soil, construction of new base course, sub-base course and placement of new pavement.
 - d. Supply and placement of fill and/or backfill.
 - e. Supply and placement of granular materials.

3. Materials: All materials are to be "acceptable". See Para 7 of Section 01001, General Scope of Work

4. Granular Base:
 1. Granular base shall consist of sound, hard, durable material, free from soft, thin, elongated or laminated articles, organic materials, clay lumps or minerals, or other substances that would act in deleterious manner for use intended. Material to be crushed stone or gravel.
 2. Gradation of granular base material to gradations within limits specified when tested to ASTM C136 and ASTM C117. Sieve sizes to CAN/CGSB-8.1. Gradation to:

Sieve Designation	% Passing
- 25 mm	100
- 12.5 mm	65 – 100
- 4.75 mm	35 – 60
- 2.00 mm	22 – 45
- 0.425 mm	10 – 25
- 0.75 mm	3 – 8

At least 60% of particles by mass within each sieve designation range to have at least one freshly fractured face.

5. Granular Sub-Base
 1. Granular sub-base shall consist of sound, hard, durable, material, free from soft, thin, elongated or laminated articles, organic materials, clay lumps or minerals, or other substances that would act in deleterious manner for use intended. Material to be crushed, pit run or screened stone, gravel or sand.
 2. Gradation of granular sub-base material to gradations within limits specified when tested to ASTM C136 and ASTM C117. Sieve sizes to CAN/CGSB-8.1. Gradation

to:

<u>Sieve Designation</u>	<u>% Passing</u>
- 75 mm	100
- 25 mm	55 – 100
- 4.75 mm	25 – 100
- 2.0 mm	15 – 80
- 0.425 mm	4 – 50
- 0.180 mm	-
- 0.075 mm	0 – 8

6. Asphalt
Concrete
Pavement

1. Materials:

- a. Asphalt prime shall conform to CAN/CGSB-16.2, grade 55-1.
- b. Asphalt cement shall conform to CAN/CGSB-16.3, Grade 150-200, Group 8 according to chart of Kinematics viscosity versus penetration.
- c. Aggregate for asphalt concrete pavement shall consist of sound, hard, durable material, free from soft, thin, elongated or laminated particles, organic materials, or other substances that would act in deleterious manner for use intended. Material to consist of crushed stone or gravel.

Gradation of aggregate for asphalt concrete pavement to gradations within limits specified when tested to ASTM C136 and ASTM C117.

<u>Sieve Designation</u>	<u>% Passing</u>
- 19.0 mm	100
- 9.5 mm	60 – 80
- 4.75 mm	40 – 65
- 2.00 mm	30 – 50
- 0.425 mm	15 – 30
- 0.180 mm	5 – 20

At least 60% of particles by mass within each sieve designation range to have at least one freshly fractured face. Do not use aggregates having known polishing characteristics in mixes for surface courses.

- d. Mineral filler for asphalt concrete pavement to consist of finely ground particles of limestone, hydrated lime, Portland cement, or other approved non-plastic mineral matter, thoroughly dry and free from lumps. Add mineral filler when necessary to meet mix aggregate gradation or as directed by Departmental Representative to improve mix properties.

2. Mix design by Marshall Method to requirements as follows:

- a. Compaction blows on each face of test specimens: 50.
- b. Mix physical requirements:

<u>Property</u>	<u>Concrete</u>
- Marshall stability	- 5.5@ 60°C, KN minimum
- Flow value, mm	- 2-4
- Air voids in mixture, %	- 15

- Voids in mineral
- Index retained
- 15 Aggregate, % minimum
- 75 Stability, % minimum

c. Measure physical requirements as follows:

- Marshall Load and flow value to ASTM D 1559.
- Air voids to ASTM D 3203.
- Voids in mineral aggregate to asphalt institute, M5-2, Chapter 4.
- Index of retained stability to be measured in accordance with Marshall Immersion test.

Do not change mix design without approval of the Departmental Representative. When changed in material source proposed, new mix formula to be approved by the Departmental Representative.

d. Expansion Joint: Expansion Joints between asphalt concrete pavement and adjacent surfaces and or materials to conform to ASTM D 5422. Joints to be minimum 12 mm wide. Joints greater than 15 mm wide to be filled with compressible extruded closed cell foam backer rod. Sealant for expansion joint to be selected by the Departmental Representative, determined by location and Environmental conditions of application.

e. Equipment: Equipment required for installation and or placement of materials to include, but is not necessarily limited to, the following:

- i. Self-powered pavers capable of spreading mix within specified tolerances, true to line and grade to the new paving into existing.
- ii. Rollers of type and weight to obtain specified density of base, sub-base and compacted asphalt concrete pavement.
- iii. Vibratory roller with minimum drum diameter of 750 mm and maximum amplitude of vibrations (machine setting) 0.5 mm for lifts less than 40 mm thick.
- iv. Haul trucks of sufficient number and of adequate size, speed and condition to ensure orderly and continuous operation. Haul trucks for asphalt to be equipped with covers of sufficient size and weight to completely cover and protect asphalt during haul from plant to worksite.
- v. All required hand tools.

f. Fill and/or Backfill

- i. Fill and/or backfill shall consist of material commonly known as “pit run” material, free from organic matter and having blast rock not exceeding 200 mm Ø. Source of fill to be approved by the Departmental Representative.
- ii. Excavated material to be used as fill and/or backfill only if approved by the Departmental Representative. Any additional fill material shall conform to requirements and shall be obtained from source as approved by the Departmental Representative.

7. Patch Repairs of Existing Asphalt Pavement
 1. Areas of existing asphalt pavement requiring patching to be identified by the Departmental Representative.
 2. Cut square and remove existing deteriorated asphalt to minimum 600 mm beyond all visible asphalt pavements of deteriorations. Remove existing base material to minimum 300 mm depth, or to depth as specified by the Departmental Representative. All removed materials to be disposed of off site at an approved landfill facility as directed by the Departmental Representative. The Departmental Representative to inspect excavated area before placement of new granular base material and asphalt pavement.
 3. Place and compact new granular base material to tolerances as specified and to satisfaction of the Departmental Representative.
 4. Prior to placement of new asphalt concrete pavement, all surfaces of existing asphalt that will come in contact with new asphalt pavement to be primed with asphalt primer as per specifications.
 5. New asphalt concrete pavement to be placed in lifts not exceeding 50 mm in thickness, to depth to match existing asphalt pavement. Final Grades and slopes of existing asphalt pavement.
 6. New asphalt concrete pavement to be thoroughly and uniformly compacted, using required proper equipment. Protect new asphalt pavement from vehicular traffic for minimum four (4) hours upon completion of placement where practical.
8. Overlay of Existing Pavement
 1. Preparation of Surface:
 - a. Existing asphalt surface to be prepared as required before placement of new asphalt concrete pavement. All existing deteriorated asphalt concrete pavement and granular material to be removed as per 4, 2 and new compacted granular base to be placed and compacted as per 4, 3. All upheavals to be removed from existing asphalt pavement. Remove existing asphalt concrete pavement, reshape, and compact existing granular base as required to provide uniform surface with adjacent asphalt pavement.
 - b. Sweep clean existing asphalt surface using mechanical sweepers or by hand brooms to remove all dirt, debris, and all foreign matter before placement of prime/tack coat. Cleaning to be completed to the satisfaction of the Departmental Representative.
 2. Application of Prime/Tack Coat
 - a. After the pavement has been properly cleaned; apply the asphalt prime at a rate of approximately two (2) litres per square meter. Actual rate of application is to be determined by site trials – all prime distributed should be completely absorbed or set within 24 hours of application.
 - b. The prime shall be prepared and applied as per manufacturer's latest instructions.
 - c. Priming shall only take place if the surface of the base course is dry, the temperature of the air is above 5⁰C and rain is not forecast.

- d. Keep traffic off treated areas until prime has cured or has been absorbed.

3. Placement of New Asphalt Concrete Pavement

- a. Once prime/tack coat has cured or been absorbed into existing base/asphalt, place new asphalt concrete pavement, one lift, 50 mm thick.
- b. Roll new asphalt concrete pavement onto existing asphalt as soon as new asphalt concrete pavement can support roller weight without undue cracking or displacement. Ensure roller speed is constant and at correct speed to avoid displacement. Upon completion of placement of new asphalt pavement, protect from vehicular traffic for minimum four hours where practical.
- c. Asphalt concrete shall be laid only when base is dry and air temperature is above 5⁰C. If surface temperature of the prepared base is below 10⁰C, additional rollers shall be provided to obtain the desired compaction before cooling.
- d. Compaction shall continue until 98% of maximum Marshall Density is obtained and all roller marks are eliminated.
- e. Areas inaccessible to rollers shall be compacted by tampers.
- f. Finished surface shall be free of any irregularities greater than 5 mm when checked with a 3 m straight edge and the asphalt concrete shall be at least 45 mm thick.
- g. Correct any irregularities that develop before completion of rolling by loosening surface and adding or removing material as required. Should irregularities or defects remain after final compaction, remove asphalt concrete, correct base and properly lay sufficient new material to form a true and even surface when compacted as specified.

4. Joints

- a. Cut back bituminous course to full depth in straight or curved lines as required exposing fresh vertical surfaces. Remove any broken or loose material.
- b. Prime exposed edges of asphalt joints before placing asphalt. Carefully place and compact hot asphalt concrete against joints.
- c. Offset longitudinal joints in succeeding layers by at least 150 mm.

9. New Asphalt Concrete Pavement

1. Site Preparation

- a. Remove all existing vegetation from area of new work and dispose off site in area approved by the Departmental Representative.
- b. Excavate and remove existing material to depth as indicated by the Departmental Representative. In areas where the Departmental

Representative deems existing material suitable for use as sub-grade, excavate to minimum 300 mm below finished elevation of new asphalt concrete pavement. In areas where the Departmental Representative deems existing material unsuitable for use as sub-grade, excavate to minimum 900 mm below finished elevation of top of sub-grade.

- c. Areas within area of new work requiring backfill or imported fill to be placed and compacted in layers not exceeding 150 mm thickness, until desired elevation is achieved.
- d. Granular material used for fill and/or backfill as per requirements.
- e. Place and compact fill and/or backfill to tolerances as specified and to satisfaction of the Departmental Representative. Each lifts to be compacted to requirements of the Departmental Representative before placement of each successive lift.
 - i. Granular sub-base materials as per requirements of specifications.
 - ii. Place and compact new granular sub-base material, in lifts not exceeding 150 mm, to tolerances as specified and to satisfaction of the Departmental Representative. Each lifts to be compacted to requirements of the Departmental Representative before placement of each successive lift.
- f. Granular base materials as per requirements of specifications and placement of granular base materials as per requirements.
- g. Asphalt concrete pavement as per requirements of specifications and placement of asphalt concrete pavement as per requirements of specifications, Para 4, 5 and 6.
- h. Placement and materials for expansion joint as per requirements of specifications.

10. Supply and Placement of Fill and/or Backfill

- 1. Fill materials to be supplied as required by the Departmental Representative. Quantity of fill to be determined by job requirements.
- 2. Fill materials as per required specifications, and placement of fill materials as per required specifications.

11. Supply and Placement of Granular Materials

- 1. Supply granular materials as per requirements of this specification and as required by the Departmental Representative.
- 2. Supply granular materials in quantities as required by the Departmental Representative. Placement of granular materials as per requirements of this specification and to the satisfaction of the Departmental Representative.

12. Clean Up

The Contractor shall keep the areas being worked on clean and tidy at all times and shall not proceed to the next area until the proceeding areas have been cleaned up to the complete satisfaction of the Departmental Representative.

13. Schedule of Work

1. Work will be carried out on an as demand basis issued by the Departmental Representative.
2. Work, when ordered by the Departmental Representative, will be carried out as follows:
 - a. The Contractor shall provide service when requested by the Departmental Representative between 0800 - 1630 hours, Monday to Friday.
 - b. The Contractor shall advise the Departmental Representative of the telephone numbers at which he or his representative may be contacted.
 - c. The Contractor shall not refuse any call for work requested by the Departmental Representative and shall perform such work within two (2) weeks of notice.
 - d. The Contractor, on receipt of a Standing Offer Agreement for this work, shall be advised by the Departmental Representative, in writing, of the name of the Departmental Representative who is authorized to request service.
 - e. When work is required; the Departmental Representative will notify the Contractor by phone.
 - f. Two (2) copies of Call Up Against a Standing Offer, DSS 942, will be made out detailing the work submitted to the Contractor by telephone. The DSS 942 must be filled out, showing hours worked and materials used, immediately upon completion of the job and turned in to the Contract-Superintendent or his service man or representative must report to the Departmental Representative. If necessary, these forms will be filled in by DND personnel from data submitted by the Contractor. All work is subject to an on site inspection before certification.
 - g. The Contractor shall provide to the Departmental Representative with complete details of work for maintenance records or logs.

14. Site Visit

It is the responsibility of the Contractor to visit the site and familiarize himself with working conditions and requirements on the site.

15. Period of Agreement

This Standing Offer Agreement shall be for a period of two (2) years from date awarded.

Safety
Requirements

1. Acknowledge and accept responsibility for compliance with all appropriate provincial and federal health and safety regulatory instruments. Including, but not limited to; Province of Newfoundland and Labrador Occupational Health and Safety Act and Regulations, Canada Labour Code Part II and Canadian Occupational Health and Safety Regulations,
2. As a minimum personnel and agents shall wear CSA approved and certified hard hats, safety footwear, safety glasses, non conductive clothing and reflective safety vest. Depending on work involved personnel shall use other protective equipment such as certified insulated electrical gloves, hearing protection and fall protection equipment.
3. Contractors (and their sub-contractors) shall provide proof of Workman's Compensation Board Coverage.
4. The Contractor shall appoint a safety officer, who has demonstrated the requisite degree of training and competency and act in that capacity in the particular circumstances of the Contract, and to be responsible for the identification and control of potential safety hazards on site.
5. The Contractor shall implement and carry out a site specific health and safety hazard assessment as part of the work. The hazard assessment is to be **made in writing** and submitted to the Departmental Representative for review. The Contractor shall inform all persons granted access to the work area of all know or foreseeable hazards that may be encounter in the work area.
6. The Contractor shall be responsible for ensuring that every person engaged in the Work is properly trained in safety procedures. All personnel working to any prescribed hazard must be trained to the regulations of that hazard. The contractor shall follow lock out and tag out procedures as necessary to safety perform the work.
7. Government owned equipment, devices, tools and machinery, including Personal Protective Equipment (PPE) shall not be provided.
8. DND has the authority to stop work on the contract if it is their opinion that the work performance is in an unsafe manner that is contrary to the applicable safety legislation.
9. In the event of an incident or accident while on DND property, the Contractor/Agency shall immediately contact the Departmental Representative. The Departmental Representative will take all necessary steps to notify investigation parties.
10. The Contractor or Agency will provide the Departmental Representative with Material Safety Data Sheets (MSDS) for all controlled products under Workplace Hazardous Materials Information Systems (WHMIS) regulations brought on site.
11. In the event that differences or conflicts arise between legislation, regulations or standards that apply to the work being completed, the most stringent legislation, regulation or Standard will apply and be enforced.

Safety
Requirements
(Cont'd)

12. The Contractor shall maintain appropriate first aid kits on site and personnel shall be trained in first aid procedures.
13. Fall arrest equipment shall be utilized by trained personnel while working from aerial buckets, man lifts, and scissor lifts, and like elevating work platforms.
14. The Contractor shall conduct daily “house keeping” to ensure a safe and hazard-free work site.

Fire Safety
Requirements

1. Comply with requirements of 9 Wing Contractor Fire Orders for Civilian Contractors as issued by 9 Wing Fire Chief. Copy of Contractors Fire Orders can be obtained by contacting the Departmental Representative.
2. Smoking is not permitted in DND buildings. Smoking is permitted in designated smoking areas only while on DND property.
3. Contractors shall conduct daily “housekeeping” to ensure a safe and hazard-free work site. The highest standard of housekeeping is mandatory in all buildings particularly workshops where combustible dust and cuttings accumulate during the day’s activities. Such areas shall be thoroughly cleaned at close up and waste matter disposed of properly.
4. All personnel in the employment of a contractor shall have training in all types of portable fire equipment used on site.
5. The Contractor is responsible for ventilation of the work area and provision of fire extinguishers. Fully charged and operable fire extinguisher(s), appropriate for the type of possible fire, shall be available at the work site.
6. Unauthorized personnel shall not tamper with controls and components of sprinkler and other suppression systems in any manner. Sprinkler piping and heads shall not be obstructed in any manner nor used for supports.
7. Contractors are responsible for providing a FIRE WATCH during all hot work operations. Where hot work operations are carried out on material which transverses more than one area, FIRE WATCH shall be provided for each area. The FIRE WATCH shall stand by with an extinguisher and take the necessary action to suppress a fire.
8. Fire exits, fire escapes, platforms, and doors leading to fire escapes shall not be obstructed in any manner. Fire doors are to be closed except when used for access or egress but maybe left open if equipped with automatic closing devices; fire doors shall not be obstructed in any way.
9. Privately owned electrical appliances shall be approved by the Canadian Standard Association of Canada (CSA), or Underwriters Laboratories of Canada (ULC). Electrical appliances shall be kept in good electrical and mechanical repair.
10. Temporary electrical installations and wiring or modifications to existing installations shall not be made by personnel other than authorized electricians or licensed electrical contractors within the mandate of work prescribed.
11. In the event of a fire while on DND property, the Contractor shall immediately contact the Safety Representative for the site, who will in turn contact the Wing Fire Chief at 709 256-1703 Ext. 1242, cellular 709-235-0505.

1. General

1. Contractors and their Personnel to read and be familiar with this section and its requirements.
2. Contractor to post, in a noticeable location on the job site, the following names and emergency telephone numbers: 9 Wing Gander:
 - a. Wing Fire Chief: 709 256 1703 Ext.1242. Local 1242
 - b. Electrical Engineer: 709 256 1703 Ext 1431 Local 1431
 - c. Wing Hazmat: 709 256 1703 Ext.1265. Local 1265
3. Work with hazardous materials to be done by workers who are thoroughly educated to the risks and handling procedures involved with the materials and are trained in safe work practices.
4. Encounters with material suspected of being hazardous and not previously identified are to be reported to Department representative immediately, and work in this area of project halted until direction is received from Department representative.
5. Contractors are to comply with regulations and procedures of Federal, Provincial, Municipality and 9 Wing Gander Environmental protection agency when dealing with hazardous materials.
6. Enquiries regarding Hazardous Materials to be directed to Department representative.

2. Reference Standards

1. NFC – National Fire Code of Canada latest Edition.
2. CLC- Part 2 - Canada Labour Code.
3. WHMIS – Workplace Hazardous Material Information Systems.
4. Hazardous Products Act.
5. Occupational Health and Safety Regulations.
6. Regulations and standards currently in force for products not covered under WHMIS legislation, designed for the regulation of specific categories of products such as but not limited to:
 - a. Explosives Act.
 - b. Atomic Energy Control Act.

3. Documentation

1. Where Contractor supplied materials or chemicals are of hazardous nature, provide Department representative with two (2) copies of Material Safety Data Sheets (MSDS) for each hazardous product.
2. Hazardous products that do not have a MSDS sheet are not permitted on DND property.

3. Information (MSDS) on known or suspected hazardous materials on site can be obtained through Department representative from Hazardous Material Coordinator.
4. Signs and Notices
 1. Contractor to make available a copy of the MSDS for each product on site, for the information of site workers and visitors to the site.
 2. Site workers to familiarize themselves with the MSDS for each product.
 3. Signs and / or notice for safety and instruction are to be in both official languages, commonly WHMIS symbols.
 5. Safety: Workers involved with hazardous materials on jobsites to be equipped with all necessary personal protective equipment (PPE) required by Labour Canada and / or Provincial Labour Department.
 6. Indemnity Contractor accepts liability and indemnities to the Department of National Defence and its employees in the event of an injury or damage resulting from the use of or exposure to hazardous materials.
 7. Spills and Leaks
 1. In addition to requirements of Section 01005 – General Instructions deliver and store hazardous materials to the following:
 - a. Incompatible substances and chemicals to be kept segregated at all times.
 - b. Contractor can obtain clarifications and identification of subject substances and chemicals from Wing Hazardous Coordinator.
 8. Compliance In the event of conflict between requirements, the most stringent requirement governs.
 9. Clean-Up All hazardous material waste to be stored in containers as recommended by manufacturer of the hazardous material and removed from site at the end of the work day.

1 Environment

1. While on DND owned or leased property, each contractor shall ensure compliance with all applicable Federal, Provincial, Municipal legislation and associated regulations. This includes, but is not limited to, the latest editions of the Canadian Environmental Protection Act, 1999 (CEPA, 1999), Fisheries Act, Federal Halocarbon Regulations (2003), Ozone Depleting Substances Regulations (1998), Canadian Environmental Assessment Act (CEAA), Transportation of Dangerous Goods Act, 1992 (TDGA, 1992), National Fire Code of Canada, National Building and Plumbing Codes, Canadian Electrical Code and be in compliance with WHMIS Regulations. Additionally the contractor shall comply with all 9 Wing Gander, 1 Canadian Air Division and/or National Defence Headquarters policies, guidelines and directives. If there is a confusion, overlap, or duplication the most stringent regulation, policy or guideline shall apply.
2. ALL SPILLS (petroleum products, hazmat, and/or halocarbons) regardless of their quantity or source shall be immediately reported to the Commissionaires at (709)256-1703 extension 1725.
3. In the event of a spill or leak of any Hazardous material, the contractor shall immediately respond with adequate resources as deemed appropriate by Wing specialists such as Environment Officer, Hazmat Officer, or Safety Officer (or designated alternates). All clean-up, restoration and rehabilitation shall be conducted in accordance with Para 1 of this Section.
4. In the event of a delayed or inadequate response to an hazardous materials incident, then 9 Wing shall take the necessary measures (actions) to abate, control and clean-up the spill. All costs associated with the incident will be recovered from the contractor.

2 Fires

Fires and burning of rubbish on site shall not be permitted.

3 Disposal of Waste

Do not bury rubbish and waste materials on site unless approved by the Departmental Representative.

4 Disposal of Hazardous Material

1. Do not dispose of hazardous waste, products or materials at 9 Wing owned or operated facilities. Contractor is responsible for the disposal of all hazardous waste materials generated on site. All hazardous waste shall be collected, properly stored and disposed of at a provincially approved facility. A copy of the waste manifest must be immediately supplied to the Departmental Representative upon pick up of any hazardous waste. Contractor shall contact the Wing Hazardous Materials Coordinator for advise on hazardous material matters.
2. Hazardous materials are present in Wing facilities, including but not limited to asbestos, mercury, chlorinated biphenyls and lead. Prior to any construction, installation, or removal of equipment the exact location of such must be checked with the Departmental Representative to determine if a hazardous material is present. Only certified and approved contractors are permitted to handle hazardous materials.

CERTIFICATE OF INSURANCE

Page 1 of 2



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work RISO Road & Parking Lot Repairs – 9 Wing Gander, NL	Contract No. W0213-15G420/A
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured
Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability				\$	\$	\$
Umbrella/Excess Liability				\$	\$	\$

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

CERTIFICATE OF INSURANCE Page 2 of 2

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.