

## 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**

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

## Regional Individual Standing Offer (RISO)

### Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

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

<b>Title - Sujet</b> RISO Landscaping/Lawn Care Gagetown	
<b>Solicitation No. - N° de l'invitation</b> W0105-16E039/A	<b>Date</b> 2016-03-08
<b>Client Reference No. - N° de référence du client</b> W0105-16E039	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWB-101-3849
<b>File No. - N° de dossier</b> PWB-5-38224 (101)	<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 2016-04-19</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>Delivery Required - Livraison exigée</b>  See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lomax, Sandra	<b>Buyer Id - Id de l'acheteur</b> pwb101
<b>Telephone No. - N° de téléphone</b> (506)636-4362 ( )	<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 5 ENGINEER SVCS UNIT, BLDG B-18 5 CDSB GAGETOWN OROMOCTO New Brunswick E2V4J5 Canada	
<b>Security - Sécurité</b>  This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b>	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
<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 (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWB-5-38224

Buyer ID - Id de l'acheteur  
pwb101  
CCC No./N° CCC - FMS No./N° VME

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AND/OR OWNERS OF THE OFFEROR**

**ANNEX "D" SPECIFICATION**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;   |
| Part 5 | Certifications: includes the certifications to be provided;   |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

The Department of National Defence (DND), CFB Gagetown, Oromocto, N.B. has a requirement for the establishment of a Regional Individual Standing Offer (RISO) for the furnishing of all labour, materials, tools and equipment required to repair lawns, grounds and to maintain landscape features in various areas at 5 CDSB Gagetown and Training Area. The work will be performed as and when requested from May 1, 2016 to March 31 2018, in accordance with the Specifications attached, Annex "D".

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

### **1.3 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of

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receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The 2006 (2014/09/25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### **2.1.1 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
M0019T	Firm Price and/or Rates	2007/05/25

### **2.2 Submission of Offers**

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

### **2.3. Former Public Servant**

#### **Former Public Servant - Competitive Requirements**

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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer 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 Offeror a FPS in receipt of a pension? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** ( ) **NO** ( )

If so, the Offeror 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.

*(Derived from - Provenant de: M3025T, 2014/11/27 )*

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

#### **2.5. Applicable Laws**

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

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

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

#### **3.1. Offer Preparation Instructions**

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Financial Offer ( 1 hard copy)

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**Section II: Certifications ( 1 hard copy)**

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

**Section I: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex A, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

**Section II: Certifications**

Offerors must submit the certifications required under Part 5.

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

**4.1 Evaluation Procedures**

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

**4.1.2 Financial Evaluation**

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



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## 4.2 Basis of Selection

### Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on *an aggregate basis* will be recommended for issuance of a standing offer.

*(Derived from - Provenant de: M0032T, 2014/11/27 )*

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](#), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

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### 5.2.1 Integrity Provisions – List of Names

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, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each

### 5.3 Additional Certifications Precedent to Issuance of Standing Offer

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

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## **PART 6 - INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex B

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

*(Derived from - Provenant de: M9015T, 2011/05/16 )*

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

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to perform the Work in accordance with the Specification at Annex "D"

#### **7.2 Standard Clauses and Conditions**

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

##### **7.2.1 General Conditions**

2005 (2014/09/25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **7.3 Term of Standing Offer**

##### **7.3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from May 1, 2016 to March 31, 2018.

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## 7.4 Authorities

### 7.4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sandra Lomax  
Title: Supply Specialist  
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: (506) 636-4362  
Facsimile: (506) 636-4376  
E-mail address: sandra.lomax@pwgsc.gc.ca

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

### 7.4.2 Project Authority

The Project Authority for the Standing Offer is: *Will be made available at time of award*

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

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

### 7.4.3 Offeror's Representative (Offeror please complete)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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File No. - N° du dossier  
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Buyer ID - Id de l'acheteur  
pwb101  
CCC No./N° CCC - FMS No./N° VME

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Facsimile: \_\_\_\_\_

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

## **7.5 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

*(Derived from - Provenant de: A3025C, 2013/03/21 )*

## **7.6 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is:

Contracts office  
5 Engineering Services Unit  
5 CDSB Gagetown  
Oromocto, NB

## **7.7 Call-up Instrument**

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

## **7.8 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

## **7.9 Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$225,000.00 unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

*(Derived from - Provenant de: M4506C, 2013/04/25 )*

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## 7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014/09/25), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 2010C (2015-07-03), General Conditions – Service (Medium Complexity);
- e) Annex A, Basis Of Payment;
- f) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
- g) the Offeror's offer dated \_\_\_\_\_ .

## 7.11 Certifications

### 7.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 7.12 Applicable Laws

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

## B. RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2005 (2014/09/25), General Conditions – Standing Offer – Goods or Services apply to and form part of the Contract.

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### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

*(Derived from - Provenant de: A3025C, 2013/03/21 )*

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

Refer to "Annex A" "Basis of Payment"

#### **7.5.2 Limitation of Price**

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

#### **7.5.3 Single Payment**

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

### **7.6 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment

*(Derived from - Provenant de: H5001C, 2008/12/12 )*

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## ANNEX "A"

### BASIS OF PAYMENT

Item #	Class of Service	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Repair of lawns, including preparation and cultivation of existing surface application of required soil amendments, finish grading and maintenance	M <sup>2</sup>	1,000		
2	Sodding, including preparation and cultivation of existing surface, application of required soil amendments, finish grading and maintenance.	M <sup>2</sup>	1,000		
3	Seeding				
	a. Mechanical or manual	M <sup>2</sup>	1,000		
	b. Hydraulic	M <sup>2</sup>	1,000		
4	Supply and spread imported topsoil	M <sup>3</sup>	500		
5	Preparation of planting beds and other labour related duties. Labour only including supervision	Hours	3,000		
6	Other landscape materials that might be required at the contractors cost, supported by invoices plus a mark-up of ____%	Allowance	\$15,000	\$ _____ mark-up in \$	\$ _____ allowance + mark-up
7	When authorized by the Engineer, rented equipment that may be required will be charged at the contractors cost, supported by invoices plus a mark-up of ____%	Allowance	5,000	\$ _____ mark-up in \$	\$ _____ allowance + mark-up
8	Truck with operator (1 ton with hydraulic hoist) to deliver materials to sites and haul debris away from sites	Hours	200		
9	Hourly rate for a water truck or trailer to supply water to various work sites. Truck or trailer will have a capacity of at least 10,000 liters	Hours	50		
10	Hourly rate for hand mowing with operator for small areas as determined by the Engineer.	Hours	50		



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Item #	Class of Service	Unit of Measure	Estimated Quantity	Unit Price	Total
11	Hourly rate for a CAT 279D tracked skid steer or equivalent with operator with a flywheel power equal to 72.9 horsepower.	Hours	10		
12	Hourly rate for a 315 Cat excavator or equivalent with operator and with bucket capacity range (heaped) from .4 to .8 meters.	Hours	10		
13	Hourly rate for a Mini-excavator with operator (minimum digging depth 2.7432m with 60.96cm bucket.	Hours	10		
14	Hourly rate for a 416 Cat Backhoe Loader or equivalent with operator and with a flywheel power equal to 75 horsepower	Hours	10		
15	Hourly rate for a D4G caterpillar bulldozer or equivalent with operator and with flywheel power equal to 80 horsepower equipped with power angle and 6 way tilt blades	Hours	10		
16	Hourly rate for a Tandem truck with operator and with a minimum 8 m <sup>3</sup> dump capacity	Hours	10		
17	Hourly rate for a 938G Cat Loader with operator and with a flywheel power equal to 145 horsepower	Hours	10		
<b>TOTAL ESTIMATED COST</b>					\$

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

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## **ANNEX "B"**

### **Certifications Precedent to Standing Offer Award**

1. Within seven (7) days of request from contracting authority and prior to award of Service Contract, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission
2. Within seven days of request from Contracting Authority and prior to award of the Service Contract, Contractor must provide proof of \$2 Million General Liability Insurance.

#### **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*

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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.

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**ANNEX “D”**  
**SPECIFICATION**



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

**SPECIFICATION**

**STANDING OFFER AGREEMENT**

**LANDSCAPE AND GROUND  
MAINTENANCE  
BASE AND TRAINING AREA  
01 MAY 2016 TO 31 MARCH 2018**

**Designed by**

**Fire Inspector**

**Project O**

**Engineering O**

**PF No:**

**Job No:** L-G2-9301/229

**Date:** 2015-12-21

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**DIVISION 2 - SITEWORK**

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**END OF SECTION**



### **1.01 DESCRIPTION OF WORK**

- .1 The work under this Standing Offer Agreement comprises the furnishing of all labour, materials, tools and equipment required to repair lawns, grounds and to maintain landscape features in various areas at 5 CDSB Gagetown and Training Area as detailed in this specification and as requested on Form CF - 942 Call-Up Against a Standing Offer, as directed by the Engineer and specified herein.

### **1.02 DURATION OF CONTRACT**

- .1 This Standing Offer will extend from 01 May 2016 to 31 March 2018.

### **1.03 ENGINEER**

- .1 The Engineer, as defined and stated in this specifications and contract documents will be the Commanding Officer of 5 Engineer Services Unit or a designated representative.  
The address of the Engineer is:  
Contracts Office  
5 Engineer Services Unit  
Building B-18  
5 CDSB Gagetown  
PO Box 17000 Stn Forces  
Oromocto, NB E2V 4J5  
  
Tel: (506) 422-2677  
Fax: (506) 422-1248

### **1.04 DOCUMENTS REQUIRED**

- .1 Maintain at the job site, one copy each of the following:
  - .1 Specifications;
  - .2 Form CF - 942 Call-Up Against a Standing Offer;
  - .3 As required New Brunswick Pesticide Control Act, Licences with Pesticide Labels, MSDS and WHMIS Information; and
  - .4 Addenda.

### **1.05 TEMPORARY SERVICES**

- .1 DND can provide, free of charge, temporary electric power and water for construction purposes.
- .2 Engineer will determine delivery points and quantitative limits. Engineer's written permission is required before any connection is made. Connect to existing power supply in accordance with Canadian Electrical Code 2012.
- .3 Provide, at no cost to DND, all equipment and temporary lines to bring these services to project site.
- .4 Supply of temporary services is subject to DND requirements and may be discontinued by the Engineer at any time without notice, without acceptance of any liability for damage or delay caused by such withdrawal of temporary services.

- .5 After the temporary service lines are no longer required, the Contractor will remove all lines and equipment, and restore the connection points to their original condition.

#### **1.06 CONTRACTOR PASSES**

- .1 All contractor employees will carry 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 for the issuance of pass.
- .3 A photocopy of passes is to be provided to the Engineer.
- .4 The Contractor will ensure Contractor passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section.

#### **1.07 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 shall 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

#### **1.08 CODES AND STANDARDS**

- .1 Perform work and enforce safety measures in accordance with Canadian Labour Code Part 2 and list all other codes and standards that are referenced in this section of specification.
- .2 Contractor must be registered with WorkSafeNB and provide proof of such to PWGSC prior to award of contract.
- .3 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health Canada.
- .4 Work to meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.

#### **1.09 BASIS OF PAYMENT**

- .1 All work described in this specification will be paid for on a unit price basis. The Contractor will submit prices for the following in accordance with the specification. Such prices will include transportation (travel

time to and from the contractors base of operation will be included in the rates provided), expenses and profit:

- .1 Repair of lawns, including preparation and cultivation of existing surface, application of required soil amendments, finish grading and maintenance, **Estimated quantity 1,000 square meters;**
- .2 Sodding, including preparation and cultivation of existing surface, application of required soil amendments, finish grading and maintenance, **Estimated quantity 1,000 square meters;**
- .3 Seeding;
  - .1 Mechanical or manual, **Estimated quantity 1,000 square meters; and**
  - .2 Hydraulic Seeding, **Estimated quantity 1,000 square meters.**
- .4 Supply and spread imported topsoil, **Estimated quantity 500 cubic meters;**
- .5 Preparation of planting beds and other labour related duties. Labour only including supervision, **Estimated quantity 3,000 hours;**
- .6 Other landscape materials that might be required at the contractors cost, supported by invoices plus a percentage of mark-up, **Estimated wholesale cost of materials \$15,000;**
- .7 When authorized by the Engineer, rented equipment that may be required will be charged at the contractors cost, **supported by invoices plus a percentage of mark-up, Estimated quantities \$5,000.00;**
- .8 Truck with operator (1 ton with a hydraulic hoist) to deliver materials to sites and haul debris away from sites, **Estimated quantity 200 hours;**
- .9 Hourly rate for a water truck or trailer with operator to supply water to various work sites. Truck or trailer will have a capacity of at least 10,000 litres. **Estimated quantity 50 hours; and**
- .10 Hourly rate for hand mowing with operator for small areas as determined by the Engineer. **Estimated quantity 50 hours.**
- .11 Hourly rate for a Cat 279D tracked skid steer or equivalent with operator with a flywheel power equal to 72.9 horsepower, **Estimated quantity 10 hours;**
- .12 Hourly rate for a 315 Cat excavator or equivalent with operator and with bucket capacity range (heaped) from 0.4 to 0.8 metres, **Estimated quantity 10 hours;**
- .13 Hourly rate for a Mini-excavator with operator (minimum digging depth 2.7432m with 60.96cm bucket, **Estimated quantity 10 hours;**
- .14 Hourly rate for a 416 Cat Backhoe Loader or equivalent with operator and with a flywheel power equal to 75 horsepower, **Estimated quantity 10 hours;**
- .15 Hourly rate for a D4G caterpillar bulldozer or equivalent with operator and with flywheel power equal to 80 horsepower equipped with power angle and 6 way tilt blades, **Estimated quantity 10 hours; and**
- .16 Hourly rate for a Tandem truck with operator and with a minimum 8 m<sup>3</sup> dump capacity, **Estimated quantity 10 hours.**
- .17 Hourly rate for a 938G Cat Loader with operator and with a flywheel power equal to 145 horsepower, **Estimated quantity 10 hours.**
- .2 Mobilization and Demobilization of equipment will be at the Contractors own expense.
- .3 Vehicles must be inspected and licensed in accordance with provincial regulations.
- .4 All vehicles and equipment must be equipped with standard night working lights and backup beeper and horn.

- .5 Maintain equipment in good running order and repair or replace any damaged equipment within 4 hours.
- .6 Lubrication and fluid level checks will be carried out by the Contractor. All minor or site repairs and maintenance will be carried out by the Contractor at their expense. The Contractor shall be responsible for supplying proper fluids, lubricants, filters and tools for carrying out all on site maintenance. Contractor shall be responsible, at their expense, for the proper disposal of waste oils, filters and containers.
- .7 Contractor's equipment operators will be fully licensed in accordance with provincial requirements and workmanship is to be performed to an industry standard.
- .8 Contractor to supply, at no extra charge to DND, all POL necessary to provide vehicles and equipment for the duration of the contract.
- .9 Payment will be for the actual measured quantities of lawns repaired by the Contractor, to the satisfaction of the Engineer, with no allowances for damages caused by the Contractor. Such damages are to be repaired and refinished at the Contractor's expense.
- .10 The schedule of quantities mentioned are estimated quantities only and may be increased or decreased in accordance with the requirements of the work.
- .11 The schedule of estimated quantities listed are for the purpose of comparing bids only and the Contractor will make no claim for loss of anticipated profits as a result of differences between the quantities listed and the actual quantities used.

#### **1.10 ACCEPTABILITY OF MATERIALS**

- .1 Unspecified materials will not be used without prior approval from Engineer.
- .2 Unspecified materials must be supported with sufficient product information to enable the Engineer to make an assessment.

#### **1.11 WORKMANSHIP**

- .1 Workmanship shall be of a uniformly high standard and in accordance with generally accepted trade practice. Mediocre or inferior workmanship will be replaced by work of first class quality without cost to DND when so ordered by the Engineer.

#### **1.12 CONTRACTOR'S USE OF SITE**

- .1 Access to the site of the work to be as directed by the Engineer.
- .2 Do not unreasonably encumber the site with materials or equipment.
- .3 Move stored products or equipment which interfere with operations of Engineer or other Contractors.

#### **1.13 CLEAN UP**

- .1 Upon completion of the daily work, the Contractor will remove all old

materials from the site and leave the site in a clean and tidy condition to the complete satisfaction of the Engineer.

- .2 On completion of each call-up against Standing Offer, the Contractor will clean up and remove all signs of their presence from areas used by them for storage and/or maintenance.

#### **1.14 WORK REQUISITION**

- .1 The work to be performed on Form CF - 942, Call-Up Against a Standing Offer when ordered by the Engineer is as follows:
  - .1 The Contractor will generally provide service during regular working hours on an 8 hour per day, 5 days per week basis, (0800 hrs to 1630 hrs, Monday to Friday). Some work may be required on weekends or evenings if necessary;
  - .2 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times;
  - .3 The Contractor, on receipt of an Acceptance of Tender will be advised by the Engineer in writing, the names of persons authorized to request service. Work undertaken at the request of others will be entirely at the Contractor's risk with regard to payment;
  - .4 The Contractor will not refuse any call from the Engineer for service and will respond within 24 hours of any request for service;
  - .5 When service is requested, this person will notify the Contractor and detail the requirement. Service will be requisitioned on Form CF - 942, Call-Up Against a Standing Offer. This form will detail the requirement and will be signed by the Engineer or an authorized person. One (1) copy of this form will be given to the Contractor; and
  - .6 The Contractor will proceed to the location of the job and carry out the work. On completion of the work detailed on Form CF - 942, the Contractor will report to the Engineer and have the two copies of the Form CF - 942 initialed, indicating the work has been satisfactorily completed. The Contractor will retain one signed copy of Form CF - 942 and return the other signed and dated copy to the Engineer with the original and one copy of their invoice on completion of work.

**END OF SECTION**

## **1 GENERAL**

### **1.01 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. 1991.
- .3 National Building Code of Canada, 2010.

### **1.02 REGULATORY REQUIREMENTS**

- .1 Do work in accordance with the safety measures of the National Building Code of Canada 2010, 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.

### **1.03 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. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 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, CSA approved safety footwear and safety glasses are to worn at all times.

### **1.04 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.

### **1.05 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

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non-compliance of health and safety issues identified.

- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

#### **1.06 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.

**END OF SECTION**

## **1 GENERAL**

### **1.01 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.

### **1.02 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.

### **1.03 FIRE EXTINGUISHERS**

- .1 Supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.

### **1.04 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.

### **1.05 SMOKING PRECAUTIONS**

- .1 Observe smoking regulations at all times.

### **1.06 RUBBISH AND WASTE MATERIALS**

- .1 Rubbish and waste materials are to be kept to minimum.
- .2 Burning of rubbish is prohibited.
- .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.



### **1.07 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.

### **1.08 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.
- .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.

### **1.09 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.

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- .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.

**END OF SECTION**

## **1 GENERAL**

### **1.01 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.

### **1.02 FIRES**

- .1 Fires and burning of rubbish on site not permitted.

### **1.03 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.

### **1.04 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).

**END OF SECTION**

## **1 GENERAL**

### **1.01 RELATED WORK**

- .1 Environmental Protection: Section 01 35 43.
- .2 Hydraulic Seeding: Section 02934.

### **1.02 WORK INCLUDED**

- .1 Cultivation of existing subgrade.
- .2 Topsoil and finish grading.
- .3 Application of fertilizer.
- .4 Seeding.
- .5 Sodding.
- .6 Planting of trees, shrubs, flowers and ground covers.
- .7 Maintenance.
- .8 Clean up.
- .9 Hydroseeding.
- .10 Vegetation management.
- .11 Grass cutting.

### **1.03 REFERENCE**

- .1 Planting of trees, shrubs and ground covers in accordance with the Canadian Standards for Nursery Stock, from the Canadian Nursery Landscape Association (CNLA) @ [canadanursery.com](http://canadanursery.com) except where specified otherwise.

## **2 PRODUCTS**

### **2.01 IMPORTED TOPSOIL**

- .1 Topsoil for seeded areas: mixture of mineral particulates, micro organism and organic matter which provides suitable medium for supporting intended plant growth.
  - .1 Soil texture based on The Canadian System of Soil Classification, to consist of 20 to 70% sand;
  - .2 PH value: 6.5 to 8.0;
  - .3 Contain no toxic elements or growth inhibiting materials;
  - .4 Free from debris and coarse vegetative material;
  - .5 Consistency: friable when moist;
  - .6 Organic content: 8 to 10% by weight;
  - .7 Material sieved passing 100% 19 mm sieve; and

- .8 Submit test when requested by Engineer to verify previous requirements.

## **2.02 SOIL AMENDMENTS**

- .1 Peatmoss:
  - .1 Derived from partially decomposed species of Sphagnum Mosses;
  - .2 Elastic and homogeneous, brown in colour;
  - .3 Free of wood and deleterious material which could prohibit growth;
  - .4 Shredded particle minimum size: 5 mm; and
  - .5 Bail size 0.17 cu metres.
- .2 Limestone:
  - .1 Ground agricultural limestone containing minimum calcium carbonate equivalent of 85%; and
  - .2 Gradation requirements: percentage passing by weight, 90% passing 1.0 mm sieve, 50% passing 0.125 mm sieve.
- .3 Fertilizer:
  - .1 Complete, synthetic, slow release, with 35% soluble nitrogen; and
  - .2 To Canada "Fertilizers Act" and "Fertilizers Regulations".
- .4 Water:
  - .1 Free of impurities that would inhibit germination and growth; and
  - .2 Supplied by Engineer at designated source.

## **2.03 GRASS SEED**

- .1 Canada "Certified" seed, "Canada No. 1 Lawn Grass Mixture" in accordance with Government of Canada "Seeds Act" and "Seeds Regulations".
  - .1 Grass seed mixture: 40% Bluegrass, 40% Creeping Red Fescue and 20% Certified Perennial Ryegrass.

## **2.04 SOD**

- .1 Number One Turfgrass Nursery Sod: Sod that has been especially sown and cultivated in nursery fields as turfgrass crop.
  - .1 Turfgrass Nursery Sod type:
    - .1 Number one: Nursery Sod grown solely from seed mixture of cultivars of Kentucky Bluegrass, Creeping Red Fescue, Certified Perennial Ryegrass containing not less than 40% Kentucky Bluegrass, 40% Creeping Red Fescue and 20% Certified Perennial Ryegrass.
  - .2 Turfgrass Nursery Sod quality:
    - .1 Not more than 2 broadleaf weeds or 10 other weeds per 40 square metres;
    - .2 Density of sod sufficient so that no soil is visible when mown to height of 50 mm;
    - .3 Mowing height limit: 50 to 63 mm; and
    - .4 Soil portion of sod: 9 to 15 mm in thickness.

## **2.05 PLANT MATERIAL**

- .1 Type of root preparation, sizing, grading and quality: comply with Canadian Standards for Nursery Stock, from Canadian Nursery Landscape Association.

- .2 Source of plant material: grown in accordance with Agriculture and Agri-Food Canada Plant Hardiness Zone Map.
- .3 Plant material: free of disease, insects, defects or injuries and structurally sound with strong fibrous root system.
- .4 Trees: with straight trunks, well and characteristically branched for species except where specified otherwise.

## **2.06 MULCH**

- .1 Bark chip: varying in size from 25 to 50 mm in diameter, from bark of coniferous trees.

## **3 EXECUTION**

### **3.01 PREPARATION OF EXISTING GRADE**

- .1 Verify that grades are correct. If discrepancies occur, notify Engineer and do not commence work until instructed by Engineer.
- .2 Grade soil, eliminating uneven areas and low spots, ensuring positive drainage.
- .3 Remove:
  - .1 Debris, roots, branches, stones in excess of 50 mm diameter and other deleterious materials;
  - .2 Remove soil contaminated with calcium chloride, toxic materials and petroleum products. Dispose of excavated contaminated material off site in a manner prescribed by local and provincial regulations and Environment Canada;
  - .3 Remove debris which protrudes more than 75 mm above surface; and
  - .4 Dispose of removed material in designated dump site or off DND property as determined by Engineer.
- .4 Course cultivate entire area which is to receive topsoil to depth of 100 mm. Cross cultivate those areas where equipment used for hauling and spreading has compacted soil.
- .5 Apply topsoil as required to bring damaged areas level with adjacent turf.

### **3.02 PLACING AND SPREADING OF TOPSOIL/PLANTING SOIL**

- .1 Place topsoil after Engineer has accepted subgrade.
- .2 Spread topsoil in uniform layers not exceeding 150 mm, over unfrozen subgrade free of standing water.
- .3 For sodded areas keep topsoil 15 mm below finished grade.
- .4 Spread topsoil as indicated to following minimum depths after settlement and 80% compaction:
  - .1 150 mm for seeded areas;
  - .2 135 mm for sodded areas;
  - .3 500 mm for shrub beds; and

- .4 300 mm for flower beds.
- .5 Manually spread topsoil/planting soil around trees, shrubs and obstacles.

### **3.03 SOIL AMENDMENTS**

- .1 For planting beds and turf: apply and thoroughly mix soil amendments and fertilizer into top.
  - .1 50 mm for seeded and sodded areas;
  - .2 300 mm for shrub beds; and
  - .3 150 mm for flower beds.

### **3.04 SOD PLACEMENT**

- .1 Lay sod within 36 hours of being lifted.
- .2 Lay sod sections in rows, longitudinally, along contours of slopes, joints staggered. Butt sections closely without overlapping or leaving gaps between sections. Cut out irregular or thin sections with sharp implements.
- .3 Roll sod as directed by Engineer. Provide close contact between sod and soil by light rolling. Use of heavy roller to correct irregularities in grade is not permitted.

### **3.05 SEED PLACEMENT**

- .1 For mechanical seeding:
  - .1 Use "Brillion" type mechanical landscape seeder which accurately places seed at specified depth and rate and rolls in single operation;
  - .2 Use agricultural, water ballast type roller, not less than 500 mm diameter smooth steel drum, width not less than width of landscape seeder. Ballast as directed by Engineer; and
  - .3 Use equipment and method acceptable to Engineer.
- .2 For manual seeding:
  - .1 Use "Cyclone" type manually operated seeder;
  - .2 Use manually operated, water ballast, landscaping type, smooth steel drum roller. Ballast as directed by Engineer; and
  - .3 Use equipment and method acceptable to Engineer.
- .3 On cultivated surfaces, sow seed uniformly.
- .4 Blend applications 150 mm into adjacent grass areas to form uniform surfaces.
- .5 Sow half of required amount of seed in one direction and remainder at right angles.
- .6 Embed seed into soil to depth of 10 mm. Not less than 85% of seed to be placed at specified depth and covered by soil.
- .7 Sow during calm wind speeds.
- .8 Water with fine spray to avoid seed wash-out. Water to ensure penetration of minimum 50 mm.
- .9 Protect seeded areas against damage. Remove this protection after lawn areas have been accepted by Engineer.

### **3.06 EXCAVATION AND PREPARATION OF PLANTING BEDS**

- .1 Establishment of sub-grade for planting beds.
- .1 Rough grade to following depths below finish grades:
  - .1 500 mm for shrub beds; and
  - .2 300 mm for flower beds.
- .2 For individual planting holes:
  - .1 Stake out location and obtain approval from Engineer prior to excavating;
  - .2 Remove subsoil, rocks, roots, debris and toxic material from excavated material that will be used as planting soil for trees and individual shrubs. Dispose of excess material;
  - .3 Scarify sides of planting hole; and
  - .4 Remove water which enters excavations prior to planting. Notify Engineer if water source is ground water.

### **3.07 PLANTING**

- .1 For bare root stock, place 50 mm backfill soil in bottom of hole. Plant trees and shrubs with roots placed straight out in hole.
- .2 For trees and shrubs:
  - .1 Backfill soil in 150 mm lifts. Tamp each lift to eliminate air pockets. When two thirds of depth of planting pit has been backfilled, fill remaining space with water. After water has penetrated into soil, backfill to finish grade.
- .3 For ground covers, backfill soil evenly to finish grade and tamp to eliminate air pockets.
- .4 Water plant material thoroughly.
- .5 After soil settlement has occurred, fill with soil to finish grade.

### **3.08 MULCHING**

- .1 Ensure soil settlement has been corrected prior to mulching.
- .2 Spread mulch as indicated.

### **3.09 MAINTENANCE DURING ESTABLISHMENT PERIOD**

- .1 Sodded and Seeded Areas.
- .1 Perform following operations from time of installation until acceptance by Engineer;
- .2 Water sodded areas and seeded areas in sufficient quantities and at frequency required to maintain optimum soil moisture condition to depth of 75 to 100 mm;
- .3 Cut grass to 50 mm when it reaches height of 75 mm. Remove clippings as directed by Engineer;
- .4 Repair and reseed dead or bare spots to allow establishment of seed prior to acceptance;
- .5 Maintain sodded areas weed free; and
- .6 Fertilize areas in accordance with fertilizing program. Spread half of required amount of fertilizer in one direction and remainder at right angles and water in well.



- .2 Plant Material:
  - .1 Perform following maintenance operations from time of planting to acceptance by Engineer.
    - .1 Water to maintain soil moisture conditions for optimum establishment, growth and health of plant material without causing erosion;
      - .1 For evergreen plant material, water thoroughly in late fall prior to freeze-up to saturate soil around root system.
    - .2 Remove weeds monthly;
    - .3 Replace or respread damaged, missing or disturbed mulch;
    - .4 For non-mulched areas, cultivate as required to keep top layer of soil friable;
    - .5 Control insects, fungus and disease with an Integrated Pest Management philosophy. The Contractor will use non-chemical methods of control where available and feasible. If required, apply pesticides in accordance with Federal, Provincial and Municipal regulations. Obtain product approval from Engineer prior to application;
    - .6 Remove dead or broken branches from plant material;
    - .7 Keep trunk protection and guy wires in proper repair and adjustment; and
    - .8 Remove and replace dead plants and plants not in healthy growing condition. Make replacements in same manner as specified for original plantings.

### **3.10 ACCEPTANCE**

- .1 Turfgrass Nursery Sod areas will be accepted by Engineer provided that:
  - .1 Sodded areas are properly established;
  - .2 Sod is free of bare and dead spots and without weeds;
  - .3 No surface soil is visible when grass has been cut to height of 50 mm; and
  - .4 Fertilizing has been carried out at least once.
- .2 Seeded areas are uniformly established and turf is free of rutted, eroded, bare or dead spots and free of weeds.
- .3 Areas sodded in fall will be accepted in following spring one month after start of growing season provided acceptance conditions are fulfilled.
- .4 Plant material will be accepted by Engineer 90 days after planting operation is completed provided that plant material exhibits healthy growing condition and is free from disease, insects and fungal organisms.
- .5 Plant material installed less than 90 days prior to frost will be accepted in following spring, 30 days after start of growing season provided that acceptance conditions are fulfilled.

### **3.11 WARRANTY**

- .1 For plant material over 75 mm caliper the 12 month warranty will be extended to 24 months after acceptance.
- .2 End-of-warranty inspection will be conducted by Engineer.

- .3 Engineer reserves the right to extend Contractor's warranty responsibilities for an additional one year if, at end of initial warranty period, leaf development and growth is not sufficient to ensure future survival.

### **3.12 GRASS CUTTING**

- .1 To be performed when requested by the Engineer. Frequency of cutting will depend on weather conditions and growth rates.
- .2 Mowers will be calibrated and capable of being adjusted on site to cut grass to a height of 50 mm. All guards and protective devices shall be properly maintained and utilized according to manufactures design at all times.
- .3 Grassed areas not cut satisfactorily will be required to be re-cut at no cost to the Engineer.
- .4 Areas to be cut are high profile areas and are to be maintained to a high standard with a minimum of disruption.
- .5 Visible lawn clippings to be removed from grass, sidewalk, driveway and patio areas and will be considered incidental to the work.
- .6 Mowing will not be carried out when in the opinion of the Engineer:
  - .1 The grass is too wet; and
  - .2 A long period of dry weather persists.
- .7 Remove paper, cans and all other debris prior to cutting prescribed areas.

### **3.13 TRIMMING**

- .1 Trim grass around buildings, fences, hydrants, poles, car heater posts, flower beds, hedges, trees and all other physical obstructions within area of grass mowing.
- .2 Ensure trimming is complete no later than 4 hours after mowing is completed.
- .3 Trim grass to same height as mowed grass in the applicable area.
- .4 Visible lawn clippings to be removed from grass, sidewalks, driveways and patios areas and will be considered incidental to the work.
- .5 Prevent damage to trees, hedges, flower beds and other physical obstructions when using power operated trimmers.
- .6 In order to prevent damage to vehicles, scheduling of trimming may need to be carried out during silent hours when parked vehicles are not present. Damage to vehicles will be contractors responsibility.

**END OF SECTION**

## **1 GENERAL**

### **1.01 RELATED WORK BY OTHERS**

- .1 Environmental Protection: Section 00 35 43.
- .2 Site grading, topsoil and finish grading: Section 02900.

### **1.02 DELIVERY AND STORAGE**

- .1 Deliver grass seed in original containers showing:
  - .1 Analysis of seed mixture;
  - .2 Percentage of pure seed;
  - .3 Year of production;
  - .4 Net mass;
  - .5 Date when tagged and location;
  - .6 Percentage germination; and
  - .7 Name and address of distribution.
- .2 Deliver wood fibre mulch in moisture-proof containers indicating manufacturer, content, and net air-dry mass.
- .3 Deliver erosion control agent in moisture-proof containers showing manufacturer, content, and net mass.

### **1.03 MEASUREMENT FOR PAYMENT**

- .1 Seeding will be measured in square metres of actual surface area.

## **2 PRODUCTS**

### **2.01 MATERIALS**

- .1 Grass seed: Certified Canada No. 1 Grade to Government of Canada, Seeds Regulations and having minimum germination of 75% and minimum purity of 97%.
- .2 Mulch:
  - .1 Fibre: wood or wood cellulose fibre free of germination or growth-inhibiting ingredients and forming blotter like ground cover allowing absorption and percolation of water.
- .3 Erosion control agent: water dilutable liquid dispersion containing thermoplastic resin, Standard of Acceptance: Curasol AH.
- .4 Water: potable, free of impurities that would inhibit germination.
- .5 Fertilization: complete synthetic, slow release fertilizer with maximum 35% water soluble nitrogen. Apply fertilizer at rates based on soil analysis.

## **2.02 GRASS SEED MIXTURE**

- .1 Turf Grass Mix: 40% Kentucky Bluegrass, 40% Creeping Red Fescue and 20% Certified Perennial Ryegrass.

## **3 EXECUTION**

### **3.01 WORKMANSHIP**

- .1 Clean up immediately, soil, mulch, or other debris spilled onto pavement, dispose of deleterious materials.
- .2 Take reasonable care to prevent contamination by seeding slurry of structures, signs, guiderails, fences and utilities.
- .3 Where contamination occurs, remove seeding slurry to satisfaction of, and by means approved by Engineer.

### **3.02 SEEDING**

- .1 Seed areas when requested by the Engineer.
- .2 Apply when winds are less than 10 km/hour using equipment suitable for area involved to the approval of the Engineer.
- .3 Charge seeder with water, mulch, seed, fertilizer and mix thoroughly. Pulverize and add material slowly into seeder under agitation.
- .4 Add erosion control agent, into seeder and mix thoroughly to complete seeding slurry.

### **3.03 MAINTENANCE DURING ESTABLISHMENT PERIOD**

- .1 Perform following operations from time of seed application until final acceptance by Engineer.
- .1 Keep soil moist during germination period and adequately water grassed areas;
- .2 Apply water to ensure moisture penetration of 75 to 100 mm, control sprinkling to prevent wash-outs; and
- .3 Repair dead or bare spots to allow establishment of seed prior to acceptance.

### **3.04 ACCEPTANCE**

- .1 Areas will be accepted by the Engineer, provided that:
  - .1 Seeded areas are properly established;
  - .2 Turf is free of eroded, bare or dead spots and 98% free of weeds; and
  - .3 No surface soil is visible when grass has been cut to height of 50 mm.
- .2 Areas seeded in fall will be accepted in following spring, one month after start of growing season provided acceptance conditions are fulfilled.

**END OF SECTION**