



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

Title - Sujet RISO Dust Suppressant Application	
Solicitation No. - N° de l'invitation W0105-16E037/B	Date 2016-04-05
Client Reference No. - N° de référence du client W0105-16E037	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-013-3865
File No. - N° de dossier PWB-5-38227 (013)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-04-21	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Johnston, Edward PWB	Buyer Id - Id de l'acheteur pwb013
Telephone No. - N° de téléphone (506)636-3142 ()	FAX No. - N° de FAX (506)636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 5 ENGINEER SVCS UNIT, BLDG B-18 5 CDSB GAGETOWN OROMOCTO New Brunswick E2V4J5 Canada	
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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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:

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

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

The Annexes include the Basis of Payment, a Reminder to submit a Complete List of names of all individual who are currently directors of the Offeror and the Specification.

1.2 Summary

The Department of National Defence (DND) has a requirement for the establishment of a Regional Individual Standing Offer (RISO). This Standing Offer comprises the furnishing of all labour, materials, tools and equipment required to apply dust suppressant on roads in various areas at CFB Gagetown, Oromocto, New Brunswick. The dust suppressant under this Standing Offer Agreement shall be calcium chloride, magnesium chloride or lignosulphonate. The work will be performed on an as and when required basis, during the period of May 1, 2016 to March 31, 2018. All work is to be performed in accordance with the Statement of Work (Specification) attached Annex "E" forming part of the bid document.

The requirement is subject to the provisions of 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 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) (<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](#) (2015/07/03) 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

SACC Reference	Section	Date
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.

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

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.

2.4. Enquiries - Request for Standing Offers

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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

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, if applicable.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Financial Evaluation

Offerors will be evaluated on the basis of the lowest overall Total Estimated Cost in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Estimated Cost will be calculated using the estimated usage figures on each of the Unit Price Tables (See Annex "A"). Offerors will submit unit prices per kilometer for Unit Price Table "A" **or** Unit Price Table "B" **or** Unit Price Table "C". Offerors are not required to price all Unit Price Tables however are required to bid on all line items in the Unit Price Table or their offer may be considered non-responsive.

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS 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.

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

The certifications and additional information listed in **Annex “B” Certifications Precedent to Standing Offer Award** 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.

PART 6 - SECURITY, FINANCIAL AND 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 herein.

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Specification at Annex "E".

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract 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) (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 (2015/09/03) 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 01, 2016 to March 31, 2018.

7.4. Authorities

7.4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Edward Johnston
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting
189 Prince William Street, Room 405
Saint John, New Brunswick
E2L 2B9

Telephone: (506) 636-3142
Facsimile: (506) 636-4376
E-mail address: Edward.johnston@pwgsc-tpsgc.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 identified in the call-up against the Standing Offer.

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

7.4.3 Offeror's Representative (Offeror please complete)

Name: _____

Title: _____

Organization: _____

Solicitation No. - N° de l'invitation
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Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteu
PWB013
CCC No./N° CCC - FMS No./N° VME

Address: _____

Telephone: _____

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.

7.6 Identified Users

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

7.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *CF942, Call-up Against a Standing Offer*.

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (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 \$100,000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

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 (2015/09/03), General Conditions - Standing Offers - Goods or Services

- d) the supplemental general conditions 2010C (2015-09-03) General Conditions - Services (Medium Complexity)
- e) Annex E, Specification;
- f) Annex A, Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) the Offeror's offer 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 additional 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 additional 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 Specification

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 (2015/09/03), General Conditions - Standing Offers - Goods or Services

7.2.2 Supplemental General Conditions

2010C (2015/09/03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

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.

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.

7.7 Insurance Requirements

Insurance - Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based

Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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.

ANNEX "A" BASIS OF PAYMENT

Unit Price Table "A" – Liquid Calcium Chloride (35% Solution)

Item	Description – Application width including 0.6m (2ft) overlap	Unit of Measure	Estimated Quantity	Price/ Unit	Estimated Total Price
1	2.44m (8ft)	Per KM	10	\$ _____	\$ _____
2	3.66m (12ft)	Per KM	10	\$ _____	\$ _____
3	6.70m (22ft)	Per KM	10	\$ _____	\$ _____
4	7.92m (26ft)	Per KM	10	\$ _____	\$ _____
	Estimated Amount used for Evaluation - Liquid Calcium Chloride (35% Solution)				\$ _____

Unit Price Table "B" – Liquid Magnesium Chloride (30% Solution)

Item	Description – Application width including 0.6m (2ft) overlap	Unit of Measure	Estimated Quantity	Price/ Unit	Estimated Total Price
1	2.44m (8ft)	Per KM	10	\$ _____	\$ _____
2	3.66m (12ft)	Per KM	10	\$ _____	\$ _____
3	6.70m (22ft)	Per KM	10	\$ _____	\$ _____
4	7.92m (26ft)	Per KM	10	\$ _____	\$ _____
	Estimated Amount used for Evaluation - Liquid Magnesium Chloride (30% Solution)				\$ _____

Note: The estimated quantity entered in column three 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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Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteu
PWB013
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"
BASIS OF PAYMENT
Unit Price Table "C" – Liquid Form of Lignosulphonate (25% Solids)

Item	Description – Application width including 0.6m (2ft) overlap	Unit of Measure	Estimated Quantity	Price/ Unit	Estimated Total Price
1	2.44m (8ft)	Per KM	10	\$ _____	\$ _____
2	3.66m (12ft)	Per KM	10	\$ _____	\$ _____
3	6.70m (22ft)	Per KM	10	\$ _____	\$ _____
4	7.92m (26ft)	Per KM	10	\$ _____	\$ _____
	Estimated Amount used for Evaluation - Liquid Form of Lignosulphonate (25% Solids)				\$ _____

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

ANNEX "B"

CERTIFICATIONS PRECEDENT TO STANDING OFFER AWARD

1. Within seven (7) days of request from contracting authority and prior to award of Standing Offer Agreement, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
2. Within seven (7) days of request from Contracting Authority and prior to award of the Standing Offer Agreement, Offeror must provide proof of \$2 Million General Liability Insurance as specified herein.
3. Equipment List

Bidder must provide, upon request from the Contracting Authority, a list of equipment. Equipment is subject to inspection and approval by the Department of National Defence (DND) prior to award of Standing Offer.

ANNEX "D"

Voluntary Certification to Support the Use of Apprentices

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 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 tradespeople, 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 ratios¹ and to respect any hiring requirements prescribed by provincial or territorial statutes.

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.

Solicitation No. - N° de l'invitation
W0105-16E037/B
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteu
PWB013
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

Voluntary Certification to Support the Use of Apprentices (cont.)

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.

Name:

Signature:

Company Name:

Company Legal Name:

Solicitation Number:

Optional information to provide:

Number of apprentices planned to be working on this contract:

Solicitation No. - N° de l'invitation
W0105-16E037/B
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteu
PWB013
CCC No./N° CCC - FMS No./N° VME

ANNEX "E" SPECIFICATION



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

SPECIFICATION

STANDING OFFER AGREEMENT

**DUST SUPPRESSANT
BASE AND TRAINING AREA
01 MAY 2016 TO 31 MARCH 2018**

Designed by

Fire Inspector

Project O

Engineering O

PF No:

Job No: L-G2-9301/230

Date: 2015-12-21

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
00 21 13	Instructions to Bidders	4
<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety Requirements	2
01 35 35	DND Fire Safety Requirements	3
01 35 43	Environmental Procedures	1
01 61 00	Common Product Requirements	2

END OF SECTION

1 GENERAL

1.01 DESCRIPTION OF WORK

- .1 The work covered under this Standing Offer Agreement comprises the furnishing of all labour, materials, tools and equipment required to apply dust suppressant on roads in various areas at 5 CDSB Gagetown when requested on Form CF 942, Call-Up Against A Standing Offer, and as specified herein.
- .2 The dust suppressant, under this Standing Offer, shall be calcium chloride, magnesium chloride or lignosulphonate.

1.02 DURATION OF CONTRACT

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

1.03 ENGINEER

- .1 The Engineer as defined and stated in this specification will be the Commanding Officer 5 Engineer Services Unit or a designated representative. The address of the Engineer is:
 - Contracts Office
 - 5 Engineer Service Unit
 - Building B18
 - 5 CDSB Gagetown
 - PO BOX 17000 Station Forces
 - Oromocto, N.B. 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 Addenda; and
 - .3 Material Safety Data Sheet for dust suppressant applied.

1.05 CONTRACTOR'S USE OF SITE

- .1 Work site access will be as directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
- .3 Do not unreasonably encumber the site with materials or equipment.

1.06 ACCEPTABILITY OF MATERIAL

- .1 Material will be specified by the manufacture and any other material will require the approval of the Engineer.
- .2 Requests for acceptance of material other than those specified will be

submitted in writing to the Engineer. The request must be supported with sufficient product information to enable the Engineer to make an assessment.

1.07 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.

1.08 CLEAN UP

- .1 On completion of all work, the Contractor will remove all surplus material, tools, equipment and debris.

1.09 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 provide service during regular working hours on an 8 hour per day, 5 days per week basis 07:30 to 16:00 hrs Monday to Friday;
 - .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 for service by the Engineer and will respond within 24 hours.
 - .5 When service is required, the Engineer will notify the Contractor and detail the job. When requested, a written estimate will be provided indicating labour, and material costs in accordance with the Standing Offer Agreement. Service will be requested on CF 942 form, Call-UP Against a Standing Offer. This form will detail the work to be done and will be signed by the Engineer's or his Representative. One copy of this form will be given to the Contractor.
 - .6 The Contractor will report to the Engineer prior to starting work and upon completion of work on a daily basis to sign in and out.
 - .7 After reporting, the Contractor will proceed to the job and carry out the work. The contractor will provide daily work reports to the Engineer detailing work performed, contractor's employees assigned to work, location or building number of work site, hours worked for

each employee, trade of each employee and materials used in the completion of the work and any recommendations for further work that may be required. This work report must indicate the work order number and the requisition number on which the work was requested from the Engineer. Contractor is to have the Engineer sign the work report either at the end of the work day or at the beginning of the next work day while signing in.

- .8 The Contractor is to return one copy of the signed requisition that requested the work with their invoice, as well as copies of all daily work reports and copies of all contractor's wholesale invoices for material used in the completion of the work. Invoices must detail the location and description of work performed for each CF 942. The Contractor's invoice shall reference the contract, work order and requisition numbers issued on the CF 942.

1.10 QUANTITIES AND BASIS OF PAYMENT

- .1 The work performed under this Standing Offer Agreement shall be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by him with respect to the work. Travel time to and from the contractors base of operation will be included in the rates provided.
- .2 The Contractor will submit unit prices per kilometer for the following application widths of liquid calcium chloride (35 % solution) or liquid magnesium chloride (30 % solution) or lignosulphonate in its liquid form at 25 % solids, delivered and placed on the roads over a two year period.
- | | application width
including
0.6 m (2 ft.)
overlap | numbers of
kilometers |
|----|--|--------------------------|
| .1 | 2.44 m (8 ft.) | 10 km |
| .2 | 3.66 m (12 ft.) | 10 km |
| .3 | 6.70 m (22 ft.) | 10 km |
| .4 | 7.92 m (26 ft.) | 10 km |
- .3 The quantities listed in 1.10.2 to this section are estimated only and may be increased or decreased in accordance with the requirement of the work. All payment will be based on the actual quantity of material supplied and work performed as approved by the Engineer, and no payment will be made for any loss, damage, or anticipated profit or otherwise on account of any difference which may be found between the quantities of work actually done and the quantities listed in 1.10.2.

1.11 CONTRACTOR PASSES

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

- .4 The Contractor will ensure Contractor passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section by the Contractor.

1.12 SECURITY CLEARANCE

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

1.13 EQUIPMENT

- .1 Contractors shall provide to PWGSC details of equipment to be used to apply specified product as per section 01 61 00, sub-section 2.1 and 3.1.
- .2 Equipment shall be inspected and accepted by the Engineer prior to issuance of Standing Offer.
- .3 Equipment is subject to inspection and acceptance by the Engineer at all times. Equipment found to be unacceptable must be repaired or replaced within 4 working hours by the Contractor at their expense.

1.14 DELIVERY POINTS

- .1 Mobilization of equipment to and from 5 CDSB Gagetown will be at the Contractor's expense.
- .2 The Engineer will advise the Contractor as to the exact location for delivery within the area of work.

1.15 CONTRACTOR'S USE OF SITE

- .1 Use of site will be limited to areas fixed by Engineer for work and storage.
- .2 Travel on the training area roads is dangerous and is prohibited without prior authority. Entry and exit to the Base is to be controlled by the Engineer. All vehicles entering and exiting the Base are subject to search.

1.16 MEASUREMENT FOR PAYMENT

- .1 Notify Engineer sufficiently in advance of operations to permit required measurement for payment.

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. 1983.
- .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 that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 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, safety boots 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 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.

- .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 REFERENCE STANDARDS

- .1 CAN/CGSB-15.1-92, Calcium Chloride.

1.02 MANUFACTURER'S INSTRUCTIONS

- .1 Unless otherwise indicated in specifications, install products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.
- .2 Notify Engineer in writing, of conflicts between specifications and manufacturer's instructions, so that Engineer may establish course of action.
- .3 Improper installation of products, due to failure in complying with these requirements, authorizes Engineer to require removal and re-installation at no increase in Contract Price or Contract Time.

1.03 QUALITY OF WORK

- .1 Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify Engineer if required Work is such as to make it impractical to produce required results.
- .2 Do not employ anyone unskilled in their required duties. Engineer reserves right to require dismissal from site, workers deemed incompetent or careless.
- .3 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with Engineer, whose decision is final.

2 PRODUCTS

2.01 MATERIALS

- .1 Calcium chloride: to meet CAN/CGSB-15.1-92, Type 1, regular, to be used in liquid form (35% solution).
- .2 Magnesium chloride to be used in liquid form (30% solution).
- .3 Lignosulphonate: ammonium lignosulphonate with at least 50% solids in raw form with proven quality and product consistency as per standards established by The Lignin Institute for lignin products used for road and soil stabilization. To be used at a concentration of 25 percent solids.

3 EXECUTION

3.01 APPLICATION

- .1 Apply calcium chloride or magnesium chloride or lignosulphonate with equipment approved by Engineer at an application rate 1.8 litres per square meter.
- .2 Apply calcium chloride or magnesium chloride or lignosulphonate with distributors equipped with spray system to ensure uniform application and with means of shut-off from inside truck cab.

END OF SECTION