

**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  
Bid Fax: (506) 636-4376**

## 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  
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New Bruns  
E2L 2B9

<b>Title - Sujet</b> RISO Asphalt Pavement - Gagetown	
<b>Solicitation No. - N° de l'invitation</b> W6837-175285/C	<b>Date</b> 2016-12-14
<b>Client Reference No. - N° de référence du client</b> W6837-175285	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWB-100-4028
<b>File No. - N° de dossier</b> PWB-6-39109 (100)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-01-11</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> MacDonald, Anne (PWB) D.	<b>Buyer Id - Id de l'acheteur</b> pwb100
<b>Telephone No. - N° de téléphone</b> (902)626-4949 ( )	<b>FAX No. - N° de FAX</b> (506)636-4376
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE Real Property Operations Detachment BLDG B18, 238 Champlain Street 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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**Note:**

**This bid solicitation cancels and supersedes previous bid solicitation number W6837-175285/B dated 2016/11/10 with a closing of 2016/11/30 at 14:00 hours. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.**

**REQUEST FOR STANDING OFFER (RFSO)**

**IMPORTANT NOTICE TO OFFERORS**

**ASPHALT CEMENT PRICE ADJUSTMENT**

This solicitation includes a price adjustment clause for asphalt cement. Refer to the Supplementary Conditions.

**SUPPORT THE USE OF APPRENTICES**

The Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI11.

**INTEGRITY PROVISIONS – OFFER**

Changes have been made to the Integrity Provisions - Offer as of 2016-04-04. See GI01, Integrity Provision-Offer of the General Instructions for more information.

**LISTING of SUBCONTRACTORS**

As per GI06 you should provide using Annex D at Offer closing a list of Subcontractors that have 20% or more of the tendered price value.

**PWGSC UPDATE ON ASBESTOS USE**

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsgc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>

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## GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)

### GI01 (2016-04-04) Integrity provisions—Offer

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the offer solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the offer solicitation. The Offeror must comply with the Policy and Directives, which can be found at *Ineligibility and Suspension Policy*.
2. Under the Policy, charges and convictions of certain offences against a Offeror, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Offeror is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the offer solicitation, the Offeror must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Offering, Contracting or Entering into a Real Property Agreement”; and
  - b. with its offer, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at *Declaration form for procurement*.
4. Subject to subsection 5, by submitting an offer in response to this offer solicitation, the Offeror certifies that:
  - a. it has read and understands the *Ineligibility and Suspension Policy*;
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its offer a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where an Offeror is unable to provide any of the certifications required by subsection 4, it must submit with its offer a completed Integrity Declaration Form, which can be found at *Declaration form for procurement*.
6. Canada will declare non-responsive any offer in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Offeror provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for award of a contract for providing a false or misleading certification or declaration.

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#### **GI02 (2014-03-01) Completion of offer**

1. The offer shall be
  - a. submitted on the Offer and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Offer and Acceptance Form that must be identical in content and format to the Offer and Acceptance Form provided through GETS;
  - b. based on the Offer Documents listed in the Special Instructions to Offerors;
  - c. correctly completed in all respects;
  - d. signed by a duly authorized representative of the Offeror; and
  - e. accompanied by
    - i. any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.
2. Subject to paragraph 6) of GI11, any alteration to the pre-printed or pre-typed sections of the Offer and Acceptance Form, or any condition or qualification placed upon the offer may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer and Acceptance Form by the Offeror shall be initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
3. Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of offers are not acceptable.
4. Canada will make available Notices of Proposed Procurement (NPP), offer solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, offer solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

#### **GI03 (2015-02-25) Identity or legal capacity of the Offeror**

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

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

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

#### **GI04 (2015-02-25) Applicable Taxes**

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

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#### **GI05 (2015-02-25) Capital development and redevelopment charges**

For the purposes of GC1.8, of R2810T "Laws, Permits and Taxes", in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Offeror shall not include any monies in the offer amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

#### **GI06 (2015-02-25) Listing of Subcontractors and Suppliers**

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

#### **GI07 (2014-03-01) Submission of offer**

1. The Offer and Acceptance Form, duly completed, shall be enclosed and sealed in an envelope provided by the Offeror, and shall be addressed and submitted to the office designated on the Front Page "Invitation to Tender" for the receipt of offers. The offer must be received on or before the date and time set for solicitation closing.
2. Unless otherwise specified in the Special Instructions to Offerors
  - a. the offer shall be in Canadian currency;
  - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.
3. Prior to submitting the offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:
  - a. Solicitation Number;
  - b. Name of Offeror;
  - c. Return address; and
  - d. Closing Date and Time.
4. Timely and correct delivery of offers is the sole responsibility of the Offeror.

#### **GI08 (2010-01-11) Revision of offer**

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



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#### **GI09 (2014-09-25) Rejection of offer**

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1) of GI11, Canada may reject an offer if any of the following circumstances is present:
  - a. the Offeror's offering privileges are suspended or are in the process of being suspended;
  - b. the offering privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with Canada
    - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
    - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offer on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI11, Canada may consider, but not be limited to, such matters as:
  - a. the quality of workmanship in performing the Work;
  - b. the timeliness of completion of the Work;
  - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
  - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1), 2) and 3) of GI11, Canada may reject any offer based on an unfavourable assessment of the
  - a. adequacy of the offer price to permit the work to be carried out and, in the case of a offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
  - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
  - c. Offeror's performance on other contracts.
5. Where Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI11, other than subparagraph 2)(a) of GI11, the contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.



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#### **GI10 (2015-02-25) Offer costs**

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

#### **GI11 (2015-02-25) Procurement Business Number**

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

#### **GI12 (2013-04-25) Compliance with applicable laws**

1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1) of GI14, a Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2) of GI14 shall result in disqualification of the offer.

#### **GI13 (2015-02-25) Approval of alternative materials**

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

#### **GI14 (2010-01-11) Performance evaluation**

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

#### **GI15 (2011-05-16) Conflict of interest—unfair advantage**

1. In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:
  - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.

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2. The experience acquired by a Offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

#### **GI16 (2016-04-04) Code of Conduct for Procurement—offer**

The *Code of Conduct for Procurement* provides that Offerors must respond to offer solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the offer solicitation and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the offer non-responsive.

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## **SPECIAL INSTRUCTIONS TO OFFEROR'S (SI)**

### **SI01 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to One (1) Standing Offers, for a period of Two (2) years. The total dollar value of all Standing Offers is estimated to be \$1,725,000.00 (GST or HST included). Individual call-ups will vary, up to a maximum of \$100,000.00 (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

### **SI02 OFFER DOCUMENTS**

1. The following are the offer documents:

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

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

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

GI07, add following paragraph;

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

- a. Must be completed on the Price Proposal Form
- b. Must indicate
  - Request for standing offer number
  - Solicitation number
  - Offeror's name
  - Closing Date and Time
- c. Must be received before offer closing time at fax number (506) 636-4376)

### **SI03 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this offer must be submitted in writing to the Contracting Officer named on the Request for Standing Offer (RFSO). Enquiries should be received no later than (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Offerors the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.

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3. All enquiries and other communications related to this offer sent throughout the solicitation period are to be directed **ONLY** to the Contracting Officer named on the RFSO - Page 1. Failure to comply with this requirement may result in the offer being declared non-responsive.

**SI04 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE**

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

**Anne MacDonald**  
**Real Property Contracting / Adjudication de marchés immobiliers**  
**Supply Officer / Agente d'approvisionnement**  
**Public Services and Procurement Canada / Services publics et Approvisionnement Canada**  
**3 Queen Street / 3 rue Queen**  
**Charlottetown, P.E.I. / i.-P.É.**  
**C1A 4A2**  
**E-mail / Courriel - [anne.macdonald@pwgsc-tpsgc.gc.ca](mailto:anne.macdonald@pwgsc-tpsgc.gc.ca)**  
**Telephone / Téléphone - (902) 626-4949**  
**Facsimile / Télécopieur - (506) 636-4376**  
**Government of Canada / Gouvernement du Canada**

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

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

**SI05 QUANTITY**

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

**SI06 PWGSC OBLIGATION**

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

**SI07 MANDATORY/OPTIONNAL SITE VISIT**

Not applicable

**SI08 REVISION OF OFFER**

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors – Construction Services to Offerors". The facsimile number for receipt of revisions is (506) 636-4376.

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#### **SI09 OFFER VALIDITY PERIOD**

1. The offer cannot be withdrawn for the period of (60 days following the RFSO closing date.
2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
3. If the extension referred to in paragraph 2 of SI09 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
4. If the extension referred to in paragraph 2 of SI09 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
  - a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the request for proposal.
5. The provisions expressed herein do not in any manner limit Canada's rights in law or under G109 "General Instructions to Offerors – Construction Services".

#### **SI10 INDUSTRIAL SECURITY RELATED REQUIREMENTS**

Not applicable

#### **SI11 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE**

1. To encourage employers to participate in apprenticeship training, Contractors offering 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. 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. 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](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Appendix 4) 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.

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5. The Contractor hereby certifies the following:

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

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

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at APPENDIX 4

If you accept fill out and sign APPENDIX 4

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

**SI12 WEB SITES**

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

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

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Industrial Security Services [Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html)

PWGSC, Code of Conduct and Certifications  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form  
<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

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## STANDING OFFER PARTICULARS

### SOP01 GENERAL

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

### SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be from April 1, 2017 to March 31, 2019.

### SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$60,000.00 (Applicable Taxes included).

### SOP04 CALL-UP PROCEDURE

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



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**SOP05 STANDING OFFER RESPONSIBLES (filled in at award)**

Standing Offer Contracting Authority is :

**Anne MacDonald**  
**Real Property Contracting / Adjudication de marchés immobiliers**  
**Supply Officer / Agente d'approvisionnement**  
***Public Services and Procurement Canada / Services publics et Approvisionnement Canada***  
**3 Queen Street / 3 rue Queen**  
**Charlottetown, P.E.I. / î.-P.É.**  
**C1A 4A2**  
**E-mail / Courriel - [anne.macdonald@pwgsc-tps.gc.ca](mailto:anne.macdonald@pwgsc-tps.gc.ca)**  
**Telephone / Téléphone - (902) 626-4949**  
**Facsimile / Télécopieur - (506) 636-4376**  
**Government of Canada / Gouvernement du Canada**

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

Standing Offer Technical Authority is :

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

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Department : \_\_\_\_\_  
Division : \_\_\_\_\_  
Telephone : \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
e-mail : \_\_\_\_\_

The selected contractor for the standing offer is :

Name : \_\_\_\_\_  
Contact : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
e-mail : \_\_\_\_\_

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## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 LIMITATION OF LIABILITY**

GC1.6 of R2810D is deleted and replaced with the following:

#### **GC1.6 Indemnification by the Contractor**

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
  - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence, as referred to in the insurance requirements of the Contract.
  - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.
3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

### **SC02 INSURANCE TERMS**

#### **1) Insurance Contracts**

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

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- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

**2) Period of Insurance**

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

**3) Proof of Insurance**

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

**4) Insurance Proceeds**

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

**5) Deductible**

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

**SC03 ASPHALT CEMENT PRICE ADJUSTMENT**

1. The price of asphalt cement incorporated into hot mix asphalt shall be adjusted for each month in which paving occurs when the price index for that month differs by more than 5% from the price index for the month prior to offer closing. The price adjustment shall be calculated in accordance with the applicable price adjustment formula of paragraph 2).
2. Price Adjustment formulae:
  - a. When the price index, for the month in which paving occurs, is higher than 105% of the price index for the month prior to offer closing, Canada shall pay the Contractor a compensation of: (Example based on a 5% increase)  
$$PA = (IM - 1.05 IB) \times \text{quantity of asphalt cement in tons}$$

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- b. When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to offer closing, Canada shall deduct an amount from the monthly payment to the Contractor of:  
(Example based on a 5% decrease)  
 $PA = (.95IB - IM) \times \text{quantity of asphalt cement in tons}$

PA = payment adjustment for asphalt cement, in dollars  
IB = asphalt cement price index for the month prior to offer closing  
IM = asphalt cement price index for the month in which paving occurs

The price index shall be the Asphalt Cement Price Index published monthly by the Ontario Ministry of Transportation (MTO) in the Contract Bulletin displayed on the MTO Web site <http://www.mto.gov.on.ca/english/>. This price index shall be used to calculate the adjustment per ton of all grades of asphalt cement accepted into the Work.

3. For each month in which a payment adjustment is made, Canada shall use the fixed asphalt cement content of the final job mix formula to determine the asphalt cement quantity that is used.
4. The payment adjustments shall be made on the monthly Request for Progress Payment form for the months in which hot mix paving occurs.

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## CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

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

GC1 General Provisions – Construction Services	R2810D	(2016-04-04);
GC2 Administration of the Contract	R2820D	(2016-01-28);
GC3 Execution and Control of the Work	R2830D	(2015-02-25);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2550D	R2850D (2016-01-28);
GC6 Delays and Changes in the Work	R2860D	(2016-01-28);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2880D	(2016-01-28);
GC9 Insurance	R2900D	(2008-05-12);
Allowable Costs for Contract Changes under GC6.4.1	R2950D	(2015-02-25);
Supplementary Conditions		
  - e. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the offer; and
  - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Price Proposal Form submitted.

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## APPENDIX 1 PRICE PROPOSAL FORM

### BA01 IDENTIFICATION

**Standing Offer  
Paving & Repairs Asphalt Paving  
Various areas, CFB Gagetown  
New Brunswick**

### BA02 BUSINESS NAME AND ADDRESS OF OFFEROR

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

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

Industrial Security Program Organisation Number (ISP  
ORG#) \_\_\_\_\_

(when required)

### BA03 THE OFFER

#### UNIT PRICE TABLE TO BE COMPLETED APPENDIX 1-A

### BA04 OFFER VALIDITY PERIOD

The offer shall not be withdrawn for a period of 60 days following the date of solicitation closing.

### BA05 SIGNATURE

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Offerer (Type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**APPENDIX 1-B**  
**BASIS OF PAYMENT PRICING SCHEDULE**  
April 1, 2017 to March 31, 2019

Item	Description, Class of Labour, Material or Plant	Unit of Measure	Estimated Hrs / Qty	Unit Price \$      ¢	Total Price \$      ¢
1	Unit rate for removal of deteriorated asphalt and replacement with 2 layers of 38 mm - 76 mm total depth type D surface course HMAX up to 1 m <sup>2</sup> in area.	per m <sup>2</sup>	50		
2	Unit rate for removal of deteriorated asphalt and replacement with 2 layers of 38 mm - 76 mm total depth type D surface course HMAX from 1 m <sup>2</sup> to 10 m <sup>2</sup> in area.	per m <sup>2</sup>	50		
3	Unit rate for removal of deteriorated asphalt and replacement with 1 layer of 38 mm type B base course HMAC - 76 mm total depth from 10 m <sup>2</sup> to 100 m <sup>2</sup> in area.	per m <sup>2</sup>	200		
4	Unit rate for removal of deteriorated asphalt and replacement with 1 layer of 38 mm type D surface course HMAC - 76 mm total depth greater than 100 m <sup>2</sup> in area.	per m <sup>2</sup>	200		
5	Unit rate for placing 1 layer minimum thickness 38 mm overlay or skin patching to type E, 12.5 mm aggregate asphalt.	per tonne	7,500		
6	Unit rate for placing 1 layer minimum thickness 38 mm overlay or skin patching of type E, 9.5 mm aggregate asphalt.	per tonne	250		
7	Unit rate for milling existing asphalt concrete surfaces to a depth of 38 mm and removal of spoil.	per m <sup>2</sup>	45,000		
8	Unit rate for pulverizing existing asphalt concrete surfaces, to the full depth of the surface.	per m <sup>2</sup>	4,000		



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9	Unit rate for cleaning, heating / drying and sealing of cracks from 12 mm to 25 mm in width during the periods of April 15 to November 15.	per linear meter	1,000		
10	Unit rate for routing, cleaning, heating / drying and sealing cracks from 3 mm to 12 mm in width for the period of April 15 to November 15.	per linear meter	1,000		
11	Unit rate for grade existing granular base, place 1 layer of 38 mm type B base course HMAC and 1 layer of 38 mm type D surface course HMAC - 76 mm total depth.	per m <sup>2</sup>	2,000		
12	Unit rate for excavation and removal of soil to be measured in cubic meters in original condition.	per m <sup>3</sup>	300		
13	Unit rate for crushed rock sub-base to be measured in cubic meters compacted in place.	per m <sup>3</sup>	100		
14	Unit rate for crushed rock base to be measured in cubic meters compacted in place.	per m <sup>3</sup>	200		
15	Unit rate for concrete curb removal and disposal.	per linear meter	100		
16	Unit rate for concrete curb installation.	per linear meter	100		
17	Unit rate for repair / reset manholes and catch basins including asphalt.	per unit	15		
18	Unit rate for carriageway line painting to include centreline, shoulder lines, stop lines and directional lane lines.	per linear meter	40,000		
19	Unit rate for carriageway symbol painting to include directional arrows.	per unit	36		
<b>Total Estimated Amount used for Evaluation</b>					\$ _____

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

[illegible]

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### **APPENDIX 3 – TECHNICAL OFFER CERTIFICATES**

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

**1. Workers' Compensation Certification - Letter of Good Standing**

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

**2. Equipment List**

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.

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## **APPENDIX 4 EVALUATION PROCEDURES OR BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

#### **1.1 Financial Evaluation**

##### **1.1.1 SACC Manual Clause M0220T (2016-01-28), Evaluation of Price**

1.1.2 Offers will be evaluated on the basis of the lowest overall total estimated amount (HSTExtra). Offerors are required to bid on all items in the Price Proposal Form, or their bid may be considered non-responsive.

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

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

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## APPENDIX 5

### VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

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

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

Signature: \_\_\_\_\_

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

Company Legal Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Optional information to provide: \_\_\_\_\_

Number of apprentices planned to be working on this contract: \_\_\_\_\_

Trades of those apprentices:

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

Solicitation No. - N° de l'invitation  
W6837-175285/C  
Client Ref. No. - N° de réf. du client  
W6837-175285

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

Buyer ID - Id de l'acheteur  
Pwb100  
CCC No./N° CCC - FMS No/ N° VME

**ANNEX A**  
**CERTIFICATE OF INSURANCE (Not required at offer closing)**



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

## CERTIFICATE OF INSURANCE

Page 1 of 2

<b>Description and Location of Work</b> <b>Standing Offer – Placement and Repair of Asphalt Pavement, 5CDSB</b> <b>Gagetown, Oromocto, NB</b>	<b>Contract No.</b> W6887-175285/C
	<b>Project No.</b>

<b>Name of Insurer, Broker or Agent</b>	<b>Address (No., Street)</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
---	------------------------------	-------------	-----------------	--------------------

<b>Name of Insured (Contractor)</b>	<b>Address (No., Street)</b>	<b>City</b>	<b>Province</b>	<b>Postal Code</b>
-------------------------------------	------------------------------	-------------	-----------------	--------------------

**Additional Insured**  
**Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services**

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
<b>Commercial General Liability</b> <b>Umbrella/Excess Liability</b>				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
				\$	\$	\$
<b>Builder's Risk / Installation Floater</b>				\$		
				\$		Aggregate
				<input type="checkbox"/> Per Incident		\$
				<input type="checkbox"/> Per Occurrence		
				\$		
				\$		Aggregate
				<input type="checkbox"/> Per Incident		\$
				<input type="checkbox"/> Per Occurrence		
				\$		

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

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

Telephone number

Signature

Date D / M / Y



## **CERTIFICATE OF INSURANCE Page 2 of 2**

### **General**

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

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

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

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

### **Commercial General Liability**

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

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

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

The policy must have the following minimum limits:

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

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

Buyer ID - Id de l'acheteur  
Pwb100  
CCC No./N° CCC - FMS No/ N° VME

[illegible]

Solicitation No. - N° de l'invitation  
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W6837-175285

Amd. No. - N° de la modif.  
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Buyer ID - Id de l'acheteur  
Pwb100  
CCC No./N° CCC - FMS No/ N° VME

(Add rows as needed)

### ANNEX C LISTING OF SUBCONTRACTORS

- 1) In accordance with GI06 – Listing of Subcontractors and Suppliers of R2410T- General Instructions - Construction Services, the Offeror should provide a list of Subcontractors with his Offer.
- 2) The Offeror should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Offer Price.

	Subcontractor	Division	Estimated value of work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Solicitation No. - N° de l'invitation  
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Client Ref. No. - N° de réf. du client  
W6837-175285

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

Buyer ID - Id de l'acheteur  
Pwb100  
CCC No./N° CCC - FMS No/ N° VME

## ANNEX D

### SPECIFICATION



**DEPARTMENT OF NATIONAL DEFENCE  
REAL PROPERTY OPERATIONS  
DETACHMENT (GAGETOWN)  
5 CDSB GAGETOWN**

**SPECIFICATION**

**STANDING OFFER AGREEMENT**

**PLACEMENT AND REPAIR OF ASPHALT PAVING  
5 CDSB GAGETOWN  
01 APRIL 2017 TO 31 MARCH 2019**

**Designed by**

**Fire Inspector**

**Project O**

**Engineering O**

**PF No:**

**Job No: L-G2-9302/167**

**Date: 2016-05-11**

<b>NATIONAL DEFENCE</b>	<b>LIST OF CONTENTS</b>	<b>SECTION 00000</b>
<b>JOB NO.L-G2-9302/167</b>		<b>PAGE 1</b>
<b>5 CDSB GAGETOWN, N.B.</b>		<b>2016-05-11</b>

<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	Safety Requirements	2
01 35 35	Fire Safety Requirements	3
01 35 43	Environmental Protection	1
01 56 00	Temporary Barriers and Enclosures	2
<u>Division 02 - Existing Conditions</u>		
02 41 14	Sitework Demolition and Removal	1
<u>Division 03 - Concrete</u>		
03 48 23	Concrete Curbs and Gutters	2
<u>Division 32 - Exterior Improvements</u>		
32 01 14	Asphalt Surface Treatment	2
32 17 23	Pavement Marking	2
<u>Division 33 - Utilities</u>		
33 05 14	Manholes and Catch Basins	2
<u>Annexes</u>		
Annex A	Pricing Schedule	3

**END OF SECTION**

#### 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 conduct placement and repairs of asphalt pavement in various areas of 5 CDSB Gagetown when requested on Form CF 942, Call-Up Against a Standing Offer and as specified herein.

#### 1.02 DURATION OF CONTRACT

- .1 This Standing Offer will extend from 01 April 2017 to 31 March 2019.

#### 1.03 QUALIFICATIONS

- .1 Contractor shall provide a PWGSC proof of. Insurance from the WorkSafeNB and Compensation Commission of New Brunswick (WHSCC).

#### 1.04 ENGINEER

- .1 The Engineer, as defined and stated in this specification will be the Commanding Officer of Real Property Operations Detachment (Gagetown) or a designated representative.

The address of the Engineer is:

Contracts Office  
Real Property Operations  
Detachment (Gagetown)  
Building B18  
238 Champlain Avenue  
PO Box 17000 Stn Forces  
Oromocto, NB E2V 4J5

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

#### 1.05 DOCUMENTS REQUIRED

- .1 Maintain at the job site, one copy each of the following:
  - .1 Specifications; and
  - .2 Form CF - 942 - Call-Up Against a Standing Offer.

#### 1.06 MEASUREMENT FOR PAYMENT

- .1 All work described in this specification, at Annex B will be paid for on a unit price basis. The Contractor will submit the prices for the following in accordance with this 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:
- .2 Payment will be for the actual quantity of material supplied and work performed.
- .3 The schedule of estimated quantities listed at Annex A 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.

- .4 Where exceptional quantities of work is required within a close proximity, unit prices may be negotiated.

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

- .1 Access to the site of 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.
- .4 Obtain and pay for use of additional storage or work areas needed for operations.
- .5 Base policy states when vehicles will be parked, they will be backed into a parking space or risk being towed.

#### **1.08 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.

#### **1.09 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.

#### **1.10 CODES AND STANDARDS**

- .1 Perform work in accordance with the latest amended National Building Code of Canada (NBC), and any other code of Provincial or Local Application provided that in any case of conflict or discrepancy, the more stringent requirements will apply.
- .2 Meet or exceed requirements of specified standards, codes and referenced

documents.

#### 1.11 SETTING OUT OF WORK

- .1 Assume full responsibility for and execute complete layout of work.
- .2 Provide devices needed to lay out and construct work.
- .3 Supply such devices as straight edges and templates required to facilitate Engineer's inspection of work.
- .4 Supply stakes and other survey markers required for laying out work.

#### 1.12 SANITARY FACILITIES

- .1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.

#### 1.13 CLEAN UP

- .1 Upon completion of the daily work, the Contractor will remove all materials no longer required 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 a 8 hour per day, 5 days per week basis (8:00 am to 4:30 pm, Monday to Friday inclusive). 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 for service required by the Engineer and will respond within 48 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 representative. Two (2) copies 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 copy of Form

**NATIONAL DEFENCE  
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5 CDSB GAGETOWN, N.B.**

**INSTRUCTIONS TO BIDDERS**

**SECTION 00 21 13  
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CF - 942 and return the other signed and dated copy to the Engineer with the original and one copy of the invoice on completion of the work.

**1.15 WORKMANSHIP**

- .1 Workmanship will 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.

**END OF SECTION**

#### 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. When requested, 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 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

NATIONAL DEFENCE  
JOB NO.L-G2-9302/167  
5 CDSB GAGETOWN, N.B.

SAFETY REQUIREMENTS

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is not corrected.

1.06 WORK STOPPAGE

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

END OF SECTION

#### 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 a 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.

NATIONAL DEFENCE

FIRE SAFETY REQUIREMENTS

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.4 Immediately remedy all unsafe fire situations observed by Fire Chief.

END OF SECTION



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ENVIRONMENTAL PROTECTION

SECTION 01 35 43  
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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

#### 1.01 REFERENCE STANDARD

- .1 Regulate traffic in accordance with The Manual of Uniform Traffic Control Devices for Canada (2000) (UTCD) distributed by Transportation Association of Canada, except where specified otherwise.

#### 1.02 PROTECTION OF PUBLIC TRAFFIC

- .1 Comply with requirements of Acts and By-Laws in force for regulation of traffic or use of roadways upon or over which it is necessary to carry out work or haul materials or equipment.
- .2 When working on travelled way:
  - .1 Place equipment in position to present minimum of interference and hazard to travelling public;
  - .2 Keep equipment units as close together as working conditions will permit and preferably on same side of travelled way; and
  - .3 Do not leave equipment on travelled way overnight.
- .3 Do not close any lanes of road or highway without approval of Engineer. Before re-routing traffic erect suitable signs and devices in accordance with instructions contained in UTCD. Provide sufficient crushed gravel to ensure a smooth riding surface during work.
- .4 Keep travelled way well graded, free of pot holes and of sufficient width that required number of lanes of traffic may pass.
- .5 Provide and maintain reasonable road access and egress to property fronting along or in vicinity of work under Contract unless approved otherwise by Engineer.

#### 1.03 INFORMATIONAL DEVICES AND WARNING DEVICES

- .1 Provide and maintain signs and other warning devices required to indicate construction activities or other temporary and unusual conditions resulting from project work which may require road user response.
- .2 Supply and erect signs, delineators, barricades and miscellaneous warning devices as specified in Part D, Temporary Conditions Signs and Devices, of manual titled UTCD.
- .3 Place signs and other devices in locations recommended in UTCD manual.
- .4 Meet with Engineer prior to commencement of work to prepare list of signs and other devices required for project.
- .5 Continually maintain traffic control devices in use by:
  - .1 Checking signs daily for legibility, damage, suitability and location. Clean, repair or replace to ensure clarity and reflectance; and
  - .2 Removing or covering signs which do not apply to conditions existing from day to day.

#### 1.04 CONTROL OF PUBLIC TRAFFIC

- .1 Provide flag persons, trained in accordance with and properly equipped as specified in UTCD manual in following situations:
  - .1 When public traffic is required to pass working vehicles or equipment which may block all or part of travelled roadway;
  - .2 When it is necessary to institute one-way traffic system through construction area or other blockage where traffic volumes are heavy, approach speeds are high and traffic signal system is not in use;
  - .3 When workers or equipment are employed on travelled way over brow of hills, around sharp curves or at other locations where on-coming traffic would not otherwise have adequate warning;
  - .4 Where temporary protection is required while other traffic control devices are being erected or taken down;
  - .5 For emergency protection when other traffic control devices are not readily available; and
  - .6 In situations where complete protection for workers, working equipment and public traffic is not provided by other traffic control devices.

END OF SECTION

#### 1.01 SCOPE OF WORK

- .1 This section specifies the requirements for the removal of deteriorated asphalt and granular base as designated by the Engineer.

#### 1.02 REFERENCES

- .1 ASTM D1557-02e1 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>))

#### 1.03 MEASUREMENT FOR PAYMENT

- .1 Measurement for payment for this section is included in Para 1.6, Section 00 21 13.

#### 1.04 PROTECTION

- .1 Protect existing items designated to remain in event of damage. Immediately replace such items or make repairs to approval of Engineer and at no additional cost to Engineer.

#### 1.05 PREPARATION

- .1 Inspect site and verify with Engineer, areas designated for removal and installation of new asphalt.
- .2 Locate and protect utility lines. Preserve in operating condition active utilities traversing site.

#### 1.06 REMOVAL

- .1 Remove items as indicated by Engineer.
- .2 Do not disturb adjacent items designated to remain in place.
- .3 In removal of asphalt areas:
  - .1 Square up adjacent surfaces to remain by saw cutting or other approved method;
  - .2 Protect adjacent joints and load transfer devices; and
  - .3 Protect underlying granular materials.
- .4 Remove soft or other unstable materials that will not compact properly.
- .5 Backfill to underside of pavement level with granular base material approved by the Engineer.
- .6 Compact to 98% Modified Proctor Density ASTM D1557-09.

END OF SECTION

#### 1.01 DESCRIPTION OF WORK

- .1 This section specifies requirements for constructing Portland cement concrete curbs and gutters to match adjacent curbs.

#### 1.02 RELATED WORK

- .1 Asphalt Surface Treatment: Section 02548.

#### 1.03 REFERENCES

- .1 CAN/CSA - A23.1/A23.2-04 Concrete Materials and Methods of Concrete Construction.
- .2 ASTM C260-06 Standard Specification for Air-Entraining Admixtures for Concrete.
- .3 ASTM D1751-04(2008) Specification for Preformed Expansion Joint Fillers For Concrete Paving and Structural Construction (Non Extruding and Resilient Bituminous Types).
- .4 ASTM D260-86(2001) Specification for Boiled Linseed oil.
- .5 ASTM D698-07e1 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600kN-m/m<sup>3</sup>)).
- .6 CAN/CSA-A3000-03 Portland Cement.
- .7 CAN/CSA-S269.3-M92(R2008) Concrete Formwork.

#### 1.04 MATERIALS

- .1 Concrete: concrete mix designed to produce 35 MPa minimum compressive strength at 28 days and containing 20 mm maximum size coarse aggregate, with water/cement ratio to CAN/CSA-A23.1/A23.2, Table 7, for Class C2 exposure and 80 mm slump at time and point of deposit. Air entrainment 5 to 6%, minimum cement content 335 kg/m<sup>3</sup>.
- .2 Joint filler: to ASTM D1751-04(2008), thickness 20 mm preformed, non-extruding, resilient, bituminous type.
- .3 Granular base: to Section 02548.
- .4 Curing compound: to CAN/CSA-A23.1/A23.2.
- .5 Boiled linseed oil: to ASTM D260-86.
- .6 Non-staining mineral type form release agent: chemically active release agents containing compounds that react with free lime to provide water soluble soap.
- .7 Formwork lumber:plywood and wood formwork material to CAN/CSA-S269.3.
- .8 Admixtures:
  - .1 Air-entraining Admixture to ASTM C260-06.

- .9 Concrete aggregates: to CAN/CSA-A23.1/A23.2.

#### 1.05 GRANULAR BASE

- .1 Place granular base material to lines, widths and depths indicated or directed.
- .2 Compact granular base to at least 98% of maximum density ASTM D698.

#### 1.06 FORMING

- .1 Form vertical surfaces to full depth using forming material that will not deform under loading by plastic concrete.
- .2 Securely position forms to required lines and grades.
- .3 Coat forms with form release agent.
- .4 Obtain approval of forms before placing concrete.
- .5 Slip forming may be approved subject to evaluation of mechanical equipment proposed for use.

#### 1.07 CONCRETE

- .1 Do concrete work in accordance with CAN/CSA-A23.1/A23.2 and as specified herein.
- .2 Level sub-grade, remove unsuitable material and place and compact new material.
- .3 Finish exposed surfaces to a smooth, uniform finish, free of open texturing and exposed aggregate. Do not work more mortar to surface than required. Do not use neat cement as a drier to facilitate finishing.
- .4 Wood float finish surface to provide non-skid texture.
- .5 Round edges, including edges of joints, with 10 mm radius edging tool.
- .6 Finish surfaces to within 3 mm in 3 m from line, level or grade as measured with a straight edge placed on surface.
- .7 Cure and protect concrete in accordance with CAN/CSA-A23.1/A23.2.
- .8 Backfill concrete curbs to designated elevations with approved materials and shape to required contours as directed by Engineer.

#### 1.08 JOINTS

- .1 Install contraction joints at intervals of 3m.
- .2 Install isolation joints to ASTM D1751 along length adjacent to concrete sidewalks.
- .3 Seal joints with approved sealant.

END OF SECTION

**1.01 SCOPE OF WORK**

- .1 This section covers repairs to asphalt areas as designated by the Engineer by applying a single or double application of asphalt and aggregate to an existing paved surface or a granular base.

**1.02 REFERENCES**

- .1 ASTM D5581-07a Standard Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus (6 inch - Diameter Specimen).
- .2 CAN/CGSB-16.2-M89 Emulsified Asphalts, Anionic Type, for Road Purposes.
- .3 CAN/CGSB-16.3-M90 Asphalt Cement for Road Purposes.
- .4 ASTM D3203-05 Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures.
- .5 Province of New Brunswick, Department of Transportation, Standard Specifications, January 2011.

**1.03 SOURCE SAMPLING**

- .1 One week prior to commencing work, inform the Engineer of proposed source of aggregate and provide access for sampling.
- .2 If materials have been tested by an independent testing laboratory within previous two months and have successfully passed tests equal to requirements of this specification, submit test certificates from testing laboratory showing suitability of materials for this project.

**1.04 PROTECTION**

- .1 Prevent damage to buildings, landscaping, curbs, sidewalks, trees, fences and of adjacent property. Make good any damage.

**1.05 PROTECTION**

- .1 Keep traffic off newly paved areas until paving has properly set.
- .2 Maintain access to building at all times. Arrange paving schedule so as not to interfere with normal use of premises.

**1.06 MATERIALS**

- .1 Granular base and subbase to Province of New Brunswick, Department of Transportation, Standard Specifications, Item No. 201.2.4.1 31.5mm base and 75mm subbase crushed rock.
- .2 Asphaltic concrete mix: to Province of New Brunswick Department of Transportation, Standard Specifications, Item No. 260, Type D or E Surface Course, Type B Base Course.
  - .1 Asphalt cement: to CAN/CGSB 16.3, graded 85-100.
  - .2 Mineral filler: dry limestone dust or other non-plastic mineral matter, free from lumps and loosely bonded aggregations.

- .3 Bituminous tack coat: emulsified asphalt to CAN/CGSB-16.2, Grade SS-1 to NBDOT, Item No. 259.

#### **1.07 PREPARATION**

- .1 Clean paved surfaces of mud, dust and other foreign material.
- .2 All asphalt repairs will be prepared with straight line cuts.

#### **1.08 INSPECTION OF UNDERLYING SUB-GRADE**

- .1 Do not place granular base until finished sub-grade surface is inspected and approved by the Engineer.

#### **1.09 PLACING AND COMPACTING GRANULAR BASE**

- .1 Place and compact granular base and subbase to the Province of New Brunswick, Department of Transportation, Standard Specifications, Item No. 203.
- .2 Finished base surface to be within 10 mm of specified grade, but not uniformly high or low.
- .3 Shape and roll alternately to obtain smooth even and uniformly compacted base.
- .4 In areas not accessible to rolling equipment compact to specified density with approved mechanical tampers.
- .5 Correct soft areas by removing defective material to depth and extent directed by Engineer. Replace with granular base and subbase material and compact to specified density.

#### **1.10 ASPHALT COURSE**

- .1 All asphalt related work will be executed in accordance with the Province of New Brunswick, Department of Transportation, Standard Specifications, Item No's 259 and 260.
- .2 Apply tack coat to existing asphalt where new asphalt comes in contact with it.
- .3 Place asphalt concrete in maximum compacted thickness of 38 mm.

#### **1.11 JOINTS**

- .1 Bituminous tack coat to full depth as required to exposed fresh vertical surfaces. Remove any broken or loose material.
- .2 Carefully place and compact hot asphaltic material against joints.

#### **1.12 REPAIRS TO LAWNS**

- .1 Repair all lawn or grassed areas damaged by method of work, to its original condition.

**END OF SECTION**



## 1 GENERAL

### 1.01 REFERENCES

- .1 CAN/CGSB-1.5-M91, Low Flash Petroleum Spirits Thinner.
- .2 CGSB 1-GP-12c-68, Standard Paint Colours.
- .3 CGSB 1-GP-71, Method of Testing Paints and Pigments.
- .4 CGSB 1-GP-74M, Paint, Traffic, Alkyd.

### 1.02 MEASUREMENTS FOR PAYMENT

- .1 Pavement marking including reflective glass beads will be measured by lump sum.

## 2 PRODUCTS

### 2.01 MATERIALS

- .1 Paint:
  - .1 To CGSB 1-GP-74M, alkyd traffic paint.
  - .2 Colour: to CGSB 1-GP-12C, yellow 505-308 white 513-301.
- .2 Thinner: to CAN/CGSB-1.5-M91.
- .3 Glass beads:
  - .1 Overlay type: to CGSB 1-GP-74M.

### 2.02 SUBMITTALS

- .1 Provide copies of manufacturers application recommendations and MSDS sheets.

## 3 EXECUTION

### 3.1 Equipment

#### REQUIREMENTS

- .1 Paint applicator to be an approved pressure type mobile distributor capable of applying paint in single lines. Applicator to be capable of applying marking components uniformly, at rates specified, and to dimensions as indicated, as to have positive shut-off.
- .2 Distributor to be capable of applying reflective glass beads as an overlay on freshly applied paint.

### 3.02 CONDITION OF SURFACES

- .1 Pavement surface to be dry, free from ponded water, frost, ice, sand/gravel,

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oil, grease and other foreign materials.

- .2 Any materials indicated in 3.2.1 are to be removed prior to painting of lines.

**3.03 APPLICATION**

- .1 As per paint manufacturers application recommendations.
- .2 Unless otherwise approved by Engineer, apply paint only when air temperature is above 10°C, wind speed is less than 20km/h and no rain is forecast within next 4 hr.
- .3 Apply traffic paint evenly to provide lines 100mm wide with a minimum 230 +/- 25 microns dry film thickness.
- .4 Center lines to be yellow and edge lines to be white.
- .5 Do not thin paint unless approved by Engineer.
- .6 Paint lines to be of uniform colour and density with sharp edges.
- .7 Thoroughly clean distributor tank before refilling with paint of different colour.
- .8 Apply glass beads at rate of 0.7 kg. per litre of paint immediately after application of paint.

**3.04 TOLERANCE**

- .1 Paint markings to be within plus or minus 12mm of dimensions indicated.

**3.05 PROTECTION OF COMPLETED WORK**

- .1 Protect pavement marking until dry.

END OF SECTION

**1.01 WORK INCLUDED**

- .1 The work of this section comprises the adjustment and/or repairs to catch basins manholes, gratings and frames and valve access covers as required and as designated by the Engineer.

**1.02 MATERIALS**

- .1 Precast concrete manhole and catch basins grate rings to CAN/CSA A257 SERIES-03.
- .2 Mortar type: for load bearing, Type M to CSA A179-04.
- .3 Bonding agent: Standard of Acceptance: Albitol, as manufactured by Albert Chemical Sales of Canada Ltd. or equivalent.

**1.03 METHOD OF WORK**

- .1 General:
  - .1 Inspect site and verify with Engineer manholes catch basins and valve access covers designated for repair, raise and/or re-adjustment;
  - .2 Prior to commencing work, determine location of possible underground piping and utility lines;
  - .3 Maintain crowns and cross slopes to provide good surface drainage to catch basin.
  - .4 Dispose of excavated materials in area designated by the Engineer;
  - .5 Protect work and excavations from water ponding;
  - .6 Prevent entrance of excavated and construction materials into storm sewers; and
  - .7 Coordinate all work with Engineer for the degree and scope of work required.
- .2 Adjusting tops of existing catch basin:
  - .1 Remove all existing gratings, frames and deteriorated masonry;
  - .2 Raise units by roughening existing top to ensure proper bond and extend to required elevation with precast concrete grate rings;
  - .3 Lower masonry units as required including concrete work where designated by the Engineer and rebuild with new precast concrete to required elevations;
  - .4 Excavation lines and depth require Engineer's approval prior to placing new materials; and
  - .5 Replace deteriorated masonry with new where directed by the Engineer.
- .3 Valve access cover and manholes:
  - .1 Raise and/or re-adjust as indicated or as designated by the Engineer.
- .4 Masonry repair:
  - .1 Construct units plumb and true to alignment and grade;
  - .2 Catch basin frames shall be set to finish elevation in full bed of mortar;
  - .3 All work to be done "to fit" catch basin frame for accurate fitting and even sitting of screens;
  - .4 Finish interior surface of joints smooth;
  - .5 Do not backfill or pave until grade and alignment has been checked and accepted by the Engineer;

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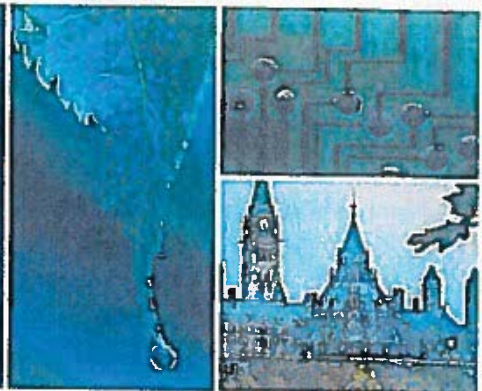
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- .6 Hand place granular material in uniform layers of 150 mm thick or less. Dumping of material directly on top of masonry is not permitted;
- .7 Place layers uniformly and simultaneously around masonry course;
- .8 Compact each layer to at least 95% of corrected maximum dry density;
- .9 Ensure completed joints are restrained by compacting granular material; and
- .10 All catch basins will be kept free from any accumulation of silt, debris or foreign matters during work progress and upon completion of work in area concerned. Thoroughly clean work area and catch basin.

END OF SECTION

# Asphalt Cement Price Adjustment Ajustement du prix du bitume



Public Works and Government Services Canada (PWGSC) is introducing a clause allowing for the adjustment of the price of asphalt cement that is incorporated into hot mix asphalt.

This document describes how and when this clause should be used.

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Travaux publics et Services gouvernementaux Canada (TPSGC) instaure une clause permettant l'ajustement du prix du bitume incorporé à l'enrobé bitumineux.

Ce document décrit comment et dans quelles circonstances cette clause devrait être utilisée.



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## Price Fluctuations

The fluctuations in the price of asphalt cement have been spectacular in recent years. The per-tonne price of liquid asphalt increased by a factor of three between January 2001 and August 2008. From August 2008 to September 2009, the price decreased by 40%.

The price fluctuations are exposing contractors to dramatic increases and decreases in the market price of asphalt cement. As a consequence, contractors either include large risk premiums in their bid price or run the risk of suffering considerable losses.

### New Clause

To avoid placing contractors in situations of uncertainty with respect to market fluctuations, PWGSC is introducing a price adjustment clause for asphalt cement in contracts where asphalt paving is occurring over a long period of time or after a long delay between solicitation closing and the asphalt paving work.

### Risk Sharing

The new clause will allow contractors and PWGSC to share the risks and avoid having contractors build large risk premiums into their bids.

### Applicability

The technical authority will decide when the clause should be included in the contract. Factors that will need to be taken into consideration are

- Length of the bidding process
- Delay between solicitation closing and asphalt paving work
- Quantity of asphalt paving
- Duration of asphalt paving work

## Fluctuation des Prix

Les fluctuations du prix du bitume se sont avérées spectaculaires lors des dernières années. Le prix à la tonne du bitume s'est accru d'un facteur de trois entre janvier 2001 et août 2008. Le prix a par la suite chuté de 40 % entre août 2008 et septembre 2009.

Les fluctuations de prix exposent les entrepreneurs à des hausses et à des baisses vertigineuses des prix du marché du bitume. À moins d'inclure d'importantes primes de risque dans leurs soumissions, les entrepreneurs s'exposent à des pertes considérables.

### Nouvelle Clause

Afin d'éviter de placer l'entrepreneur en situation d'incertitude face aux fluctuations du marché, TPSGC instaure une clause d'ajustement du prix du bitume pour les contrats où la pose d'enrobé est effectuée sur une longue période ou suite à un délai prolongé entre la clôture de l'appel d'offres et les travaux de pavage.

### Partage du risque

La nouvelle clause permettra aux entrepreneurs et à TPSGC de partager le risque et d'éviter aux entrepreneurs d'avoir à inclure d'importantes primes de risque dans leurs soumissions.

### Applicabilité

L'autorité technique décidera quand la clause sera ajoutée au contrat. Les facteurs devant être pris en considération sont les suivants :

- Durée de la période de soumission
- Délai entre la clôture de l'appel d'offres et les travaux de pavage
- Quantité de pavage
- Durée des travaux de pavage.

## Price Adjustment Clause

When requested by the technical authority, the following Supplementary Condition will be added to the contract by the contracting authority.

### Asphalt Cement Price Adjustment

1) The price of asphalt cement incorporated into hot mix asphalt shall be adjusted for each month in which paving occurs when the price index for that month differs by more than 5% from the price index for the month prior to bid closing. The price adjustment shall be calculated in accordance with the applicable price adjustment formula of paragraph 2).

#### 2) Price Adjustment formulae:

a) When the price index, for the month in which paving occurs, is higher than 105% of the price index for the month prior to bid closing, Canada shall pay the Contractor a compensation of:

$$PA = (IM - 1.05 IB) \times \text{quantity of asphalt cement in tonnes}$$

b) When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to bid closing, Canada shall deduct an amount from the monthly payment to the Contractor of:

$$PA = (0.95IB - IM) \times \text{quantity of asphalt cement in tonnes}$$

PA = payment adjustment for asphalt cement, in dollars

IB = asphalt cement price index for the month prior to bid closing

IM = asphalt cement price index for the month in which paving occurs

The price index shall be the Asphalt Cement Price Index published monthly by the Ontario Ministry of Transportation (MTO) in the Contract Bulletin displayed on the MTO Website ([www.rags.mto.gov.on.ca](http://www.rags.mto.gov.on.ca)). This price index shall be used to calculate the adjustment per tonne of all grades of asphalt cement accepted into the Work.

3) For each month in which a payment adjustment is made, Canada shall use the fixed asphalt cement content of the final job mix formula to determine the asphalt cement quantity that is used.

4) The payment adjustments shall be made on the monthly Request for Progress Payment form for the months in which hot mix paving occurs.

## Clause d'ajustement du prix

Lorsque l'autorité technique l'exigera, l'autorité contractuelle ajoutera la Condition supplémentaire suivante au contrat.

### Ajustement du prix du bitume

1) Le prix du bitume incorporé à l'enrobé bitumineux sera ajusté chaque mois durant lequel il y a pose d'enrobé et une variation supérieure à 5 % est enregistrée entre le prix de référence de ce mois et le prix de référence du mois précédant la clôture des soumissions. L'ajustement du prix sera calculé conformément à la formule d'ajustement du prix applicable décrite à l'alinéa 2).

#### 2) Formules d'ajustement du prix:

a) Lorsque le prix de référence du mois où il y a pose d'enrobé est supérieur à 105 % du prix de référence du mois précédant la clôture des soumissions, le Canada verse à l'entrepreneur une compensation calculée de la façon suivante :

$$MA = (PRE - 1,05 PRs) \times \text{quantité de bitume en tonnes}$$

b) Lorsque le prix de référence du mois où il y a pose d'enrobé est inférieur à 95 % du prix de référence du mois précédant la clôture des soumissions, le Canada déduit du paiement mensuel versé à l'entrepreneur, un montant calculé de la façon suivante :

$$MA = (0,95PRs - PRE) \times \text{quantité de bitume en tonnes}$$

MA = montant d'ajustement du prix du bitume, en dollars

PRs = prix de référence du bitume du mois précédant la clôture des soumissions

PRE = prix de référence du bitume du mois où il y a pose d'enrobé.

Le prix de référence sera celui (Asphalt Cement Price Index) publié mensuellement dans le Bulletin d'information sur les contrats du Ministère des transports de l'Ontario (MTO) qui est affiché sur le site Web du MTO ([www.rags.mto.gov.on.ca](http://www.rags.mto.gov.on.ca)). Ce prix de référence sera utilisé pour calculer le montant d'ajustement par tonne de toute classe de performance de bitume acceptée aux travaux.

3) Pour chaque mois où un montant d'ajustement est établi, le Canada détermine la quantité de bitume utilisée à partir du pourcentage de bitume fixé dans la formule finale d'enrobé.

4) Les montants d'ajustement apparaîtront au formulaire de Demande de paiement progressif pour les mois où il y a pose d'enrobé.

## Adjustment Calculations

The Departmental Representative establishes the price adjustment for each month in which asphalt paving takes place.

### Example

Bids closed in May 2008. The paving work is taking place from May 2008 to July 2008.

MTO monthly asphalt cement (AC) price index:

- April 2008: \$676.47
- May 2008: \$633.60
- June 2008: \$691.53
- July 2008: \$845.53

The April AC price index of \$676.47 (IB) represents the effective price index at bid closing.

A price adjustment is made for months where the AC price index is below \$642.65 or above \$710.29 (5% variation from index).

#### AC Price Adjustment for May

The May AC price index of \$633.60 (IM) represents a decrease of 6% of the IB.

750 tonnes of hot-mix placed. The specified job mix formula contains 4.6% AC:

- 750 tonnes of hot-mix @ 4.6% = 34.5 tonnes AC.

Payment to the contractor reduced by:

- $(.95 \times \$676.47_{(IB)} - \$633.60_{(IM)}) \times 34.5 \text{ tonnes AC} = \$312.23$

#### AC Price Adjustment for June

The June AC price index of \$691.53 (IM) represents an increase of 2% of the IB.

No adjustment is made since the increase of the monthly index is within 5% of the IB.

## Calcul des ajustements

Le représentant ministériel établit l'ajustement du prix pour chaque mois où il y a pose d'enrobé.

### Exemple

La clôture des soumissions a eu lieu en mai 2008. La pose d'enrobé s'effectue de mai 2008 à juillet 2008.

Prix de référence mensuel du bitume du MTO :

- avril 2008 : 676,47 \$
- mai 2008 : 633,60 \$
- juin 2008 : 691,53 \$
- juillet 2008 : 845,53 \$

Le prix de référence du bitume de 676,47 \$ (PRs) pour avril représente le prix de référence applicable à la clôture des soumissions.

Un ajustement du prix est effectué pour les mois où le prix de référence du bitume est inférieur à 642,65 \$ ou supérieur à 710,29 \$ (écart de 5 % par rapport à l'indice).

#### Ajustement du prix du bitume - mai

Le prix de référence du bitume de 633,60 \$ (PRe) pour le mois de mai représente une diminution de 6 % par rapport au PRs.

Pose de 750 tonnes d'enrobé. La formule d'enrobé spécifiée pour les travaux contient 4,6 % de bitume :

- 750 tonnes d'enrobé @ 4,6 % = 34,5 tonnes de bitume.

Païement à l'entrepreneur réduit de :

- $(0,95 \times 676,47 \$_{(PRs)} - 633,60 \$_{(PRe)}) \times 34,5 \text{ tonnes de bitume} = 312,23 \$$



## Adjustment Calculations

### AC Price Adjustment for July

The July AC Price Index of \$845.53 (IM) represents an increase of 25% of the IB.

500 tonnes of hot-mix placed. The specified job mix formula contains 5.2% AC:

- 500 tonnes of hot-mix @ 5.2% = 26 tonnes AC.

Payment to the contractor increased by:

$$(\$845.53_{(IM)} - 1.05 \times \$676.47_{(IB)}) \times 26 \text{ tonnes AC} = \$3,516.24$$

### Notes

The asphalt cement price index does not reflect the actual price of asphalt cement at any given time. It is an index that reflects the increase and the decreases in the price over time.

The price index applies to all grades of asphalt cement accepted in the work.

The price adjustment only occur in months for which the index price for the month varies by more than 5% of the index price of the month preceding the bid closing date.

## Calcul des ajustements

### Ajustement du prix du bitume – juin

Le prix de référence du bitume de 691,53 \$ (PRe) pour le mois de juin représente une augmentation de 2 % par rapport au PRs.

Étant donné que l'augmentation du prix de référence du mois est en deçà de 5%, aucun ajustement n'est fait.

### Ajustement du prix du bitume – juillet

Le prix de référence du bitume de 845,53 \$ (PRe) pour le mois de juillet représente une augmentation de 25 % par rapport au PRs.

Pose de 500 tonnes d'enrobé. La formule d'enrobé spécifiée pour les travaux contient 5,2% de bitume :

- 500 tonnes d'enrobé @ 5,2% = 26 tonnes de bitume.

Paiement à l'entrepreneur majoré de :

$$(\$845,53 \$ (PRe) - 1,05 \times 676,47 \$ (PRs)) \times 26 \text{ tonnes de bitume} = 3\,516,24 \$$$

### Notes

Le prix de référence du bitume ne représente à aucun moment le prix réel du bitume. C'est plutôt un indice qui reflète les hausses et les baisses du prix dans le temps.

Le prix de référence est utilisé pour toutes les classes de bitume acceptées aux travaux.

L'ajustement du prix ne s'effectue que pour les mois où il y a une variation de plus de 5 % par rapport au prix de référence du bitume du mois précédant la date de clôture des soumissions.

## Progress Payments

Payment adjustments are made on the Request for Progress Payment form (PWGSC 1792).

The AC price adjustment is added as an item of the Cost Breakdown for each month where an adjustment is made. The item description should demonstrate how the price adjustment is calculated for that month and indicate if it represents a credit or an extra.

The AC quantities entered in "This Period" and in "To Date" shall be equal because the adjustment is unique to each month.

The Unit Price needs to be entered as a negative value when the payment is decreased (credit).

## Paielements progressifs

Les montants d'ajustement apparaissent au formulaire de Demande de paiement progressif (ITSGC 1792).

Un article est ajouté à la Ventilation des coûts pour l'ajustement du prix du bitume chaque mois où un ajustement est effectué. La description de l'article devrait indiquer la formule de calcul de l'ajustement du prix pour le mois en question et indiquer s'il s'agit d'un crédit ou d'un extra.

Les quantités de bitume inscrites à la « Présente période » et « À ce jour » sont identiques puisque l'ajustement est unique à chaque mois.

Le prix unitaire doit être inscrit en tant que valeur négative lorsque le paiement est réduit (crédit).

COST BREAKDOWN VENTILATION DES COÛTS							Page 2 of 2	Request No. - N° de la demande
Description and Location of Work - Description et endroit des travaux							Contract No. - N° de contrat	
							Project No. - N° de projet	
Item No. N° d'article	Description	Unit of Measure (Unit Prices Only) Unité de mesure (Prix unitaire seulement)	QUANTITIES - QUANTITÉS		Unit Price/ Value of Item Prix unitaire/ Valeur de l'article	Value to Date Valeur à ce jour		
			Enter Quantity or % (eg. 0.25) Inscrire la quantité ou % (p. ex. 0.25)					
			This Period Présente période	To Date À ce jour				
1	AC Price Adjustment - May 2008 Credit Unit Price = $95 \times \$676.47 = \$633.60$	Tonnes	34 500	34 500	-\$9.05	-\$312.23		
2	AC Price Adjustment - July 2008 Extra Unit Price = $\$845.53 - 1.05 \times \$676.47$	Tonnes	26 000	26 000	\$135.24	\$3 516.24		
1	Ajustement prix du bitume - Mai 2008 Crédit prix unit. = $95 \times 676.47\$ = 633.60\$$	Tonnes	34 500	34 500	-\$9.05	-\$312.23		
2	Ajustement prix du bitume - Juillet 2008 Extra prix unit. = $845.53\$ - 1.05 \times 676.47\$$	Tonnes	26 000	26 000	\$135.24	\$3 516.24		

Change Orders shall be issued to adjust the contract amount as required to allow for increased payments.

A balancing Change Order may be required at the end of the contract to capture all payment adjustments in the contract amount.

Les Autorisations de modification doivent être délivrées afin d'ajuster le montant du contrat suivant les besoins pour permettre les augmentations de paiement.

Une Autorisation de modification de correction pourrait être requise à la fin du contrat pour intégrer tous les montants d'ajustement dans le montant du contrat.