



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

189 Prince William St Rm 405

189, rue Prince William, pièce 405

Saint-John, NB E2L 2B9

Bid Fax: (506) 636-4376

INVITATION TO TENDER

APPEL D'OFFRES

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

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

Soumission aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Saint John, NB (STJ)

189 Prince William St., Rm 405

189, rue Prince William, Pc 405

St. John, NB E2L 2B9

Title - Sujet Snow Removal, Camp Petersville	
Solicitation No. - N° de l'invitation W6898-180015/A	Date 2017-10-16
Client Reference No. - N° de référence du client W6898-180015	GETS Ref. No. - N° de réf. de SEAG PW-\$STJ-005-4205
File No. - N° de dossier STJ-7-40093 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-11-28	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lomax (STJ), Sandra	Buyer Id - Id de l'acheteur stj005
Telephone No. - N° de téléphone (506) 636-4362 ()	FAX No. - N° de FAX (506) 636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 5 CDSB GAGETOWN Bldg 18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

**SNOW REMOVAL
Camp Petersville, NB**

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Solicitation No. - N° de l'invitation

W6898-180015/A

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

W6898-180015

Amd. No. - N° de la modif.

File No. - N° du dossier

STJ-7-40093

Buyer ID - Id de l'acheteur

STJ005

CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS
OF THE BIDDER

ANNEX "D"

SPECIFICATION

PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The work under this Service Contract comprises the furnishing of all labour material, tools and equipment required to carry out snow clearance and removal at Camp Petersville. The work will included the following:

1. Clear all snow from roads and parking areas as indicated in the specification
2. Clear all snow from hydrants, oil tanks, propane tanks, building entrances and walkways when and as directed by the Engineer
3. Sanding of roads and walkways when and as directed by the Engineer (sanding to consist of a mixture of two 9.07 kg bags of sodium chloride to 0.76 cubic meters of sand).
4. Snow clearance has been notified by the Engineer or when 5 cm of snow has accumulated
5. All work will be performed to the satisfaction of the Engineer

1.2 Debriefings

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

1.3 Trade Agreements

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2017/04/27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 150 days

2.2 Submission of Bids

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

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W6898-180015/A
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W6898-180015

Amd. No. - N° de la modif.
File No. - N° du dossier
STJ-7-40093

Buyer ID - Id de l'acheteur
STJ005
CCC No./N° CCC - FMS No./N° VME

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

NOTE: FACSIMILE BIDS

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

Bid Receiving
Public Works and Government Services Canada
Room 421
189 Prince William Street
Saint John, New Brunswick
E2L 2B9

NOTE: THIS IS NOT A PUBLIC OPENING

2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

(Derived from - Provenant de: A9076T, 2007/05/25)

2.3 Former Public Servant - Competitive Bid

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

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

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

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

- a) name of former public servant;
- b) date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

(Derived from - Provenant de: A3025T, 2014/06/26)

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid - 1 hard copy
- Section II: Financial Bid - 1 hard copy (Annex B)
- Section III: Certifications - 1 hard copy

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Certificates

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

The Bidder must provide, within 10 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Statement of Work

Statement of Work (Specification) - Contract

The Contractor must perform the Work in accordance with the Specifications at Annex "D".

(Derived from - Provenant de: B4007C, 2014/06/26)

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

2010C (2016/04/04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3 Term of Contract

6.3.1 Period of the Contract

The work is to be performed from Date of Award to April 15, 2018.

(Derived from - Provenant de: A9022C, 2007/05/25)

6.3.2 Option to Extend the Contract

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

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

(Derived from - Provenant de: A9009C, 2008/12/12)

6.4 Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sandra Lomax
Title: Supply Officer
Organization: Public Works and Government Services Canada
Acquisitions Branch
Directorate: Real Property Contracting
Address: 189 Prince William Street
Saint John, New Brunswick
E2L 2B9
Telephone: (506) 636-4362
Facsimile: (506) 636-4376
E-mail address: Sandra.lomax@pwgsc.gc.ca

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

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6.4.2 Technical Authority

The Technical Authority for the Contract is:

Details will be provided in any resulting contract

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____.

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

(Derived from - Provenant de: A1030C, 2007/05/25)

6.4.3 Contractor's Representative (Offeror please complete)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

6.5 Proactive Disclosure of Contracts with Former Public Servants

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

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

6.6 Payment

6.6.1 Basis of Payment

Basis of Payment

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

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010C (2011-05-16), General Conditions - Services (Medium Complexity).

Invoices - Original and two copies are to be made out and sent to:

Department Of National Defence
RP Operations Unit (Atlantic)
Detachment Gagetown
5 CDSB Gagetown
17000, B18, 238 Champlain Avenue
Oromocto, NB
E2V 4J5

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010C (2016/04/04), General Conditions - Services (Medium Complexity);
- (c) Annex D, Specification;
- (d) Annex B, Basis of Payment;
- (e) Any Amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (g) the Contractor's bid dated _____

6.11 SACC Manual Clauses

SACC Reference	Section	Date
A9068C	Government Site Regulations	2010/01/11

6.12 Insurance - Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

(Derived from - Provenant de: G1001C, 2013/11/06)

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to

each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be

Solicitation No. - N° de l'invitation

W6898-180015/A

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W6898-180015

Amd. No. - N° de la modif.

File No. - N° du dossier

STJ-7-40093

Buyer ID - Id de l'acheteur

STJ005

CCC No./N° CCC - FMS No./N° VME

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

(Derived from - Provenant de: G2001C, 2014/06/26)

ANNEX "A"

Evaluation Criteria and Basis of Selection

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

Mandatory Criteria

1. Submission of firm prices/rates for one year and two one year options in accordance with Invitation to Tender.
2. A duly completed and signed Invitation to Tender including all Addenda.
3. Within seven (7) days and prior to award of Service Contract, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
4. Within seven (7) days and prior to award of Service Contract, the bidder shall be required to provide proof of Liability Insurance in the amount of \$2,000,000.00.
5. Contractor must be a snow clearance company with at least three years of experience in commercial snow removal. If requested by the Engineer, the contractor must be able to provide three references of work completed in the last three years.
6. Contractor shall provide a list of equipment to include year, make and model, as specified in specification.

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

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

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W6868-180015

Amd. No. - N° de la modif.
File No. - N° du dossier
STJ-40075

Buyer ID - Id de l'acheteur
STJ005
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

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

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

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

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

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

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W/6868-180015

Amd. No. - N° de la modif.
STJ005
File No. - N° du dossier
STJ-40075

Buyer ID - Id de l'acheteur
STJ005
CCC No./N° CCC - FMS No./N° VME

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

NOTE: TENDERS WILL BE EVALUATED ON THE TOTAL BID FOR THE FIRST TERM OF THE CONTRACT PLUS THE OPTION YEARS. HOWEVER, ANY CONTRACT AWARD WILL BE FROM DATE OF AWARD TO APRIL 15, 2018.

A – Term				B – Option Year		C – Option Year	
Date of Award to April 15, 2018				October 15, 2018 to April 15, 2019		October 15, 2019 to April 15, 2020	
Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost	Unit Price	Total Cost
1	Clearance of snow and application of salt/sand for roadways, parking areas, walkways, decks, entrances/exits, fire hydrants and removal of snow from the site when required for the months of 15 October to April 15	month	6				

TOTAL FOR FIRST TERM AND OPTION YEARS

\$_____A

\$_____B

\$_____C

TOTAL COST

Buyer ID - Id de l'acheteur
STJ005
CCC No./N° CCC - FMS No./N° VME

NOTE TO BIDDERS: WRITE DIRECTORS' AND/OR OWNERS' SURNAMES AND GIVEN NAMES

Solicitation No. - N° de l'invitation
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Client Ref. No. - N° de réf. du client
W6868-180015

Amd. No. - N° de la modif.
File No. - N° du dossier
STJ-40075

Buyer ID - Id de l'acheteur
STJ005
CCC No./N° CCC - FMS No./N° VME

ANNEX “D”

SPECIFICATIONS



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

SPECIFICATION

SERVICE CONTRACT

**SNOW REMOVAL
CAMP PETERSVILLE
DATE OF AWARD TO 15 APRIL 2018
WITH OPTION TO RENEW
TWO ONE YEAR PERIODS**

Alan Bender
Designed by

D. Doble
Fire Inspector

Alan Bender
Project O

Alison McCoy
Engineering O

PF No:

Job No: L-G2/11-9301/10

Date: 2017-09-01

NATIONAL DEFENCE	LIST OF CONTENTS	SECTION 00 01 11
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<u>Division 00 - Procurement and Contracting Requirements</u>		
00 21 13	Instructions to Bidders	4
<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety Requirements	2
01 35 35	DND Fire Safety Requirements	3
01 35 43	Environmental Procedures	1
<u>List of Drawings</u>		
Site Plans -	Camp Petersville L-G2/11-9301/10	4
Annex A	- Petersville Site Plan	
Annex B	- Petersville Site Plan	
Annex C	- Amy Tank Park Site	
Annex D	- Morrison Road	

END OF SECTION

1.01 DESCRIPTION OF WORK

- .1 The work under this Service Contract comprises the furnishing of all labour material, tools and equipment required to carry out snow clearance and removal at Camp Petersville, as directed by the Engineer.
- .2 Work will include:
 - .1 Clear all snow from roads, and parking areas as indicated in this specification;
 - .2 Clear all snow from hydrants, oil tanks, propane tanks, building entrances and walkways when and as directed by the Engineer;
 - .3 Sanding of roads and walkways when and as directed by the Engineer; (sanding to consist of a mixture of two 9.07 kg bags of sodium chloride to 0.76 cubic metres of sand).
 - .4 Snow clearance and removal is to commence immediately after the Contractor has been notified by the Engineer or when 5 cm of snow has accumulated; and
 - .5 All work will be performed to the satisfaction of the Engineer.

1.02 PERIOD OF CONTRACT

- .1 The duration of this Contract will be from Date of Award to 15 April 2018 with an option to renew for two one year periods.

1.03 ENGINEER

- .1 The Engineer, as defined and stated in these specifications and Contract documents will be the Commanding Officer Real Property Operations Detachment (Gagetown) or a designated representative. The address of the Engineer is as follows:

Contracts Office
Real Property Operations Det Gagetown
238 Champlain Avenue
P.O. Box 17000 Stn Forces
Oromocto, NB E2V 4J5
Tel (506) 422-2677
Fax (506) 422-1248

1.04 DOCUMENTS REQUIRED

- .1 Maintain at the job site one copy each of following:
 - .1 Specifications; and
 - .2 Addenda.

1.05 CONTRACTOR'S USE OF SITE

- .1 Access to the site of the work to be as directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.

1.06 QUALIFICATIONS

- .1 Contractor must be a snow clearance company with at least three years of

experience in commercial snow removal. If requested by the Engineer, the Contractor must be able to provide three references of work completed in the last three years.

1.07 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 by the Contractor.

1.08 SECURITY CLEARANCE

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

1.09 DAMAGE TO PROPERTY

- .1 The Contractor will be responsible for all damage to roads and installations and will make good any damage at their own expense to the complete satisfaction of the Engineer.

1.10 WORK REQUISITIONS

- .1 The Contractor will provide service on demand, when requested by the Engineer.
- .2 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at any time, 24 hours per day, 7 days per week.
- .3 The Contractor, on receipt of an Acceptance of Tender will be advised by the Engineer in writing, the names of the 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 requested by the Engineer and shall carry out the service with a minimum of delay.

- .5 When service is required, the authorized person will notify the Contractor and detail the job and equipment required.

1.11 QUANTITIES AND BASIS FOR PAYMENT

- .1 The Contractor will submit for the first of the contract and for two one year option years prices for the following in accordance with the specification. Such prices will include manpower, equipment, transportation, materials, expenses, profit and supervision.
 - .1 Price per month for clearance of snow and application of salt/sand for roadways, parking areas, walkways, decks, entrances/exits, fire hydrants and removal of snow from the site when required for the months of 15 October to 15 April - (Estimated Quantity - six months).

1.12 WORKMANSHIP

- .1 Workmanship will be of a uniformly high standard and in accordance with generally accepted trade practice.

1.13 EQUIPMENT

- .1 Contractors shall have in their possession the following equipment:
 - .1 924 Cat Loader or equivalent with minimum flywheel power (net) of 110 hp, minimum 2 m³ bucket with quick attach power angle blade minimum 3.35m (11 ft);
 - .2 3 ton single axle dump truck with power angle blade minimum 3.05 m (10 ft) with wing and 6 m³ sander; and
 - .3 Ten HP or larger walk behind snowblower.

1.14 INSTRUCTION TO CONTRACTOR

- .1 Contractors shall provide to PWGSC a list equipment to include year, make and model, as specified in Para 11 above. Contractor to provide proof of \$2,000,000 liability insurance.
- .2 Equipment shall be inspected and accepted by Engineer prior to issuance of this Service Contract.
- .3 Equipment is subject to inspection and acceptance by the Engineer. Any equipment found to be unacceptable must be repaired or replaced within 4 hours by the Contractor at their expense.
- .4 Contractors shall maintain a dedicated staff, in sufficient numbers, to meet all requirements of this Contract.

1.15 VEHICLE EQUIPMENT AND REGULATION

- .1 All equipment and operators will be licensed and vehicles will have a valid motor vehicle inspection in accordance with regulations of the Province of New Brunswick.
- .2 Contractor vehicles will be of adequate size to perform daily operations including hauling of materials and tools to each job site. Vehicles will also have the Company Logo attached minimum one per side.
- .3 Contractor to ensure adherence by their personnel to DND Regulations

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pertaining to traffic control, parking and speed limits.

- .4 All vehicles and equipment must be removed from job site end of contract and option years.

END OF SECTION

1 GENERAL

1.01 REFERENCES

- .1 Canada Labour Code, Part II, Canada Occupational Safety and Health Regulations.
- .2 Province of New Brunswick Occupational Health and Safety Act, 1991.
- .3 National Building Code of Canada, 2015.

1.02 REGULATORY REQUIREMENTS

- .1 Do work in accordance with the safety measures of the National Building Code of Canada 2015, the Canada Labour Code Part II, 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 II, the Contractor is responsible to provide a site-specific Health and Safety Plan.
- .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.

NATIONAL DEFENCE	HEALTH AND SAFETY	SECTION 01 35 30
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- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

1.06 WORK STOPPAGE

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

END OF SECTION

1 GENERAL

1.01 REPORTING FIRES

- .1 Know location of nearest fire alarm box and telephone, including emergency phone number.
- .2 Report immediately all fire incidents to Fire Department as follows:
 - .1 telephone 911.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

1.02 INTERIOR AND EXTERIOR FIRE PROTECTION AND ALARM SYSTEMS

- .1 Fire protection and alarm system will not be:
 - .1 obstructed;
 - .2 shut-off; and
 - .3 left inactive at end of working day or shift without authorization from Fire Chief.
- .2 Fire hydrants, standpipes and hose systems will not be used for other than fire-fighting purposes unless authorized by Fire Chief.

1.03 FIRE EXTINGUISHERS

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

1.04 BLOCKAGE OF ROADWAYS

- .1 Advise Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by Fire Chief, erecting of barricades and digging of trenches.

1.05 SMOKING PRECAUTIONS

- .1 Observe smoking regulations at all times.

1.06 RUBBISH AND WASTE MATERIALS

- .1 Rubbish and waste materials are to be kept to minimum.
- .2 Burning of rubbish is prohibited.
- .3 Removal:
 - .1 Remove all rubbish from work site at end of work day or shift or as directed.
- .4 Storage:
 - .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety; and
 - .2 Deposit greasy or oily rags and materials subject to spontaneous

combustion in approved receptacles and remove.

1.07 FLAMMABLE AND COMBUSTIBLE LIQUIDS

- .1 Handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada.
- .2 Flammable and combustible liquids such as gasoline, kerosene and naphtha will be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 45 litres for work purposes requires permission of Fire Chief.
- .3 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .4 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38° C such as naphtha or gasoline will not be used as solvents or cleaning agents.
- .6 Flammable and combustible waste liquids, for disposal, will be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and Fire Department is to be notified when disposal is required.

1.08 HAZARDOUS SUBSTANCES

- .1 Work entailing use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, will be in accordance with National Fire Code of Canada.
- .2 Obtain from Fire Chief a "Hot Work" permit for work involving welding, burning or use of blow torches and salamanders in buildings or facilities.
- .3 When Work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for Fire Watch is at discretion of the Fire Chief. Contractors are responsible for providing fire watch service for work on a scale established and in conjunction with Fire Chief at pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation will be assured and all sources of ignition are to be eliminated. Fire Chief is to be informed prior to and at cessation of such work.

1.09 QUESTIONS AND/OR CLARIFICATION

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

1.10 FIRE INSPECTION

- .1 Site inspections by Fire Chief will be coordinated through Engineer.

- .2 Allow Fire Chief unrestricted access to work site.
- .3 Co-operate with Fire Chief during routine fire safety inspection of work site.
- .4 Immediately remedy all unsafe fire situations observed by Fire Chief.

END OF SECTION

1 GENERAL

1.01 GENERAL

- .1 Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.

1.02 FIRES

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

1.03 DISPOSAL OF WASTES

- .1 Do not bury rubbish and waste materials on site unless approved by Engineer.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

1.04 SPILL PROTECTION

- .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. Foams, fuels, oils, lubricants, etc).

END OF SECTION

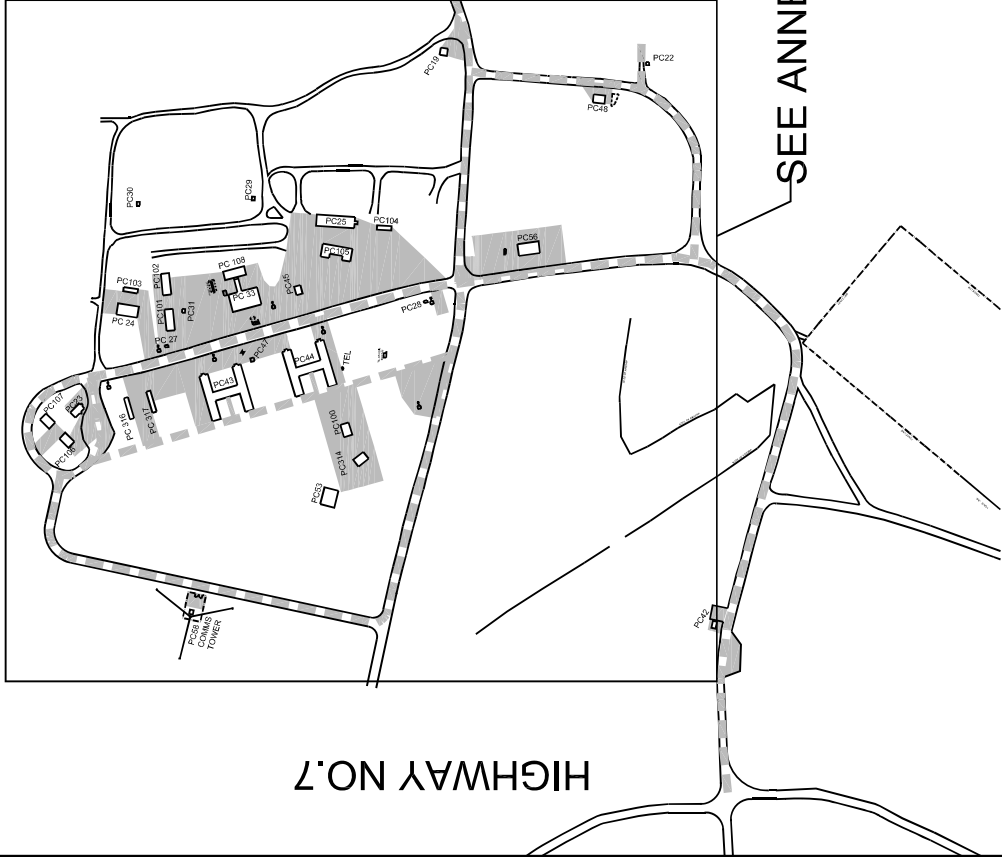


Government
of Canada

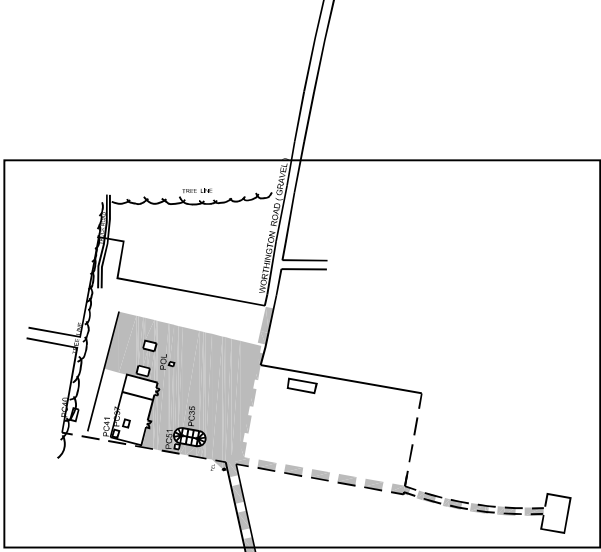
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du Canada

ANNEX A

BORDER LAST UPDATED 2011-05-31



SEE ANNEX B



SEE ANNEX C

LEGEND

ROAD SNOW CLEARANCE

AREA SNOW CLEARANCE

PROJECT: SNOW CLEARANCE &
REMOVAL PETERSVILLE

SUBJECT: SITE PLAN

DATE: 2017/08/14

APPROVED:
APPROUVE
PAR:

SCALE: NOT TO SCALE
ÉCHELLE:

WBS NO.:

NO. SRT:

PF NO.:

NO. DP:

DWG NO.:

NO. DESSIN:

S/C

L-G2/11-9301/10

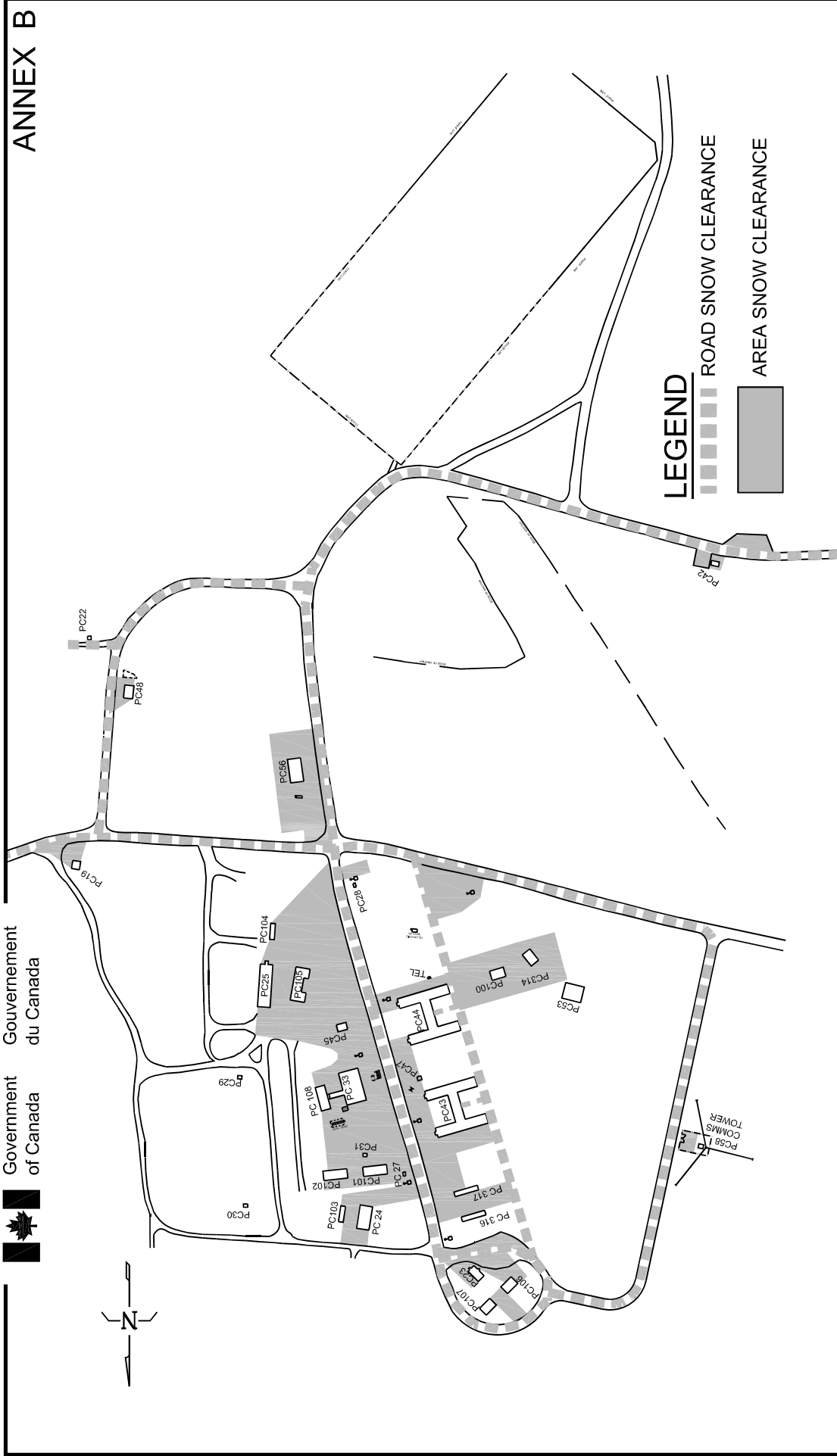
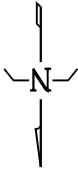
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ANNEX B



LEGEND

ROAD SNOW CLEARANCE

AREA SNOW CLEARANCE

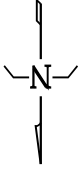
PROJECT: SNOW CLEARANCE & REMOVAL PETERSVILLE		APPROVED: APPROUVÉ	
SUBJECT: PETERSVILLE SITE PLAN		PAR:	
DATE: 2017/08/14		SCALE: NOT TO SCALE	
		ÉCHELLE:	
		WBS NO.:	
		NO. SRT:	
		PF NO.:	S/C
		NO. DP:	2 of 4
		DWG NO.:	
		NO. DESSIN:	L-G2/11-9301/10



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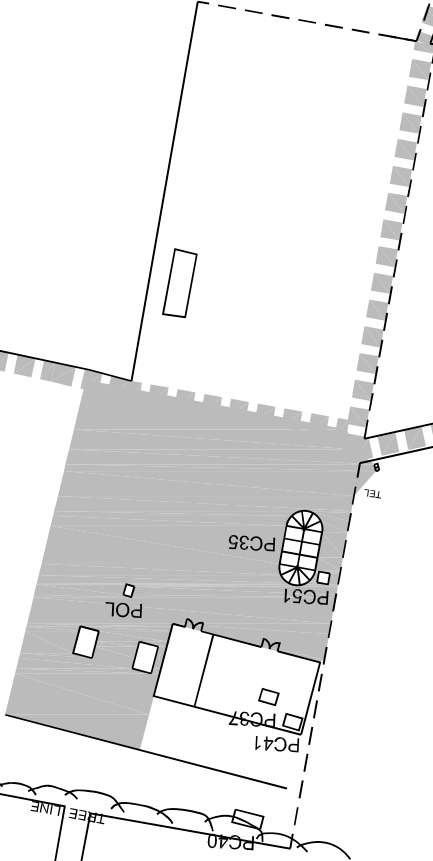
TREE LINE



WORTHINGTON ROAD (GRAVE)

TELCK ROAD

TREE LINE



LEGEND

ROAD SNOW CLEARANCE

AREA SNOW CLEARANCE

PROJECT: SNOW CLEARANCE &
REMOVAL PETERSVILLE
SUBJECT: AMY TANK PARK SITE PLAN

DATE: 2017/08/14

APPROVED:
APPROUVE
PAR:

SCALE: NOT TO SCALE
ÉCHELLE:

WBS NO.:

NO. SRT:

PF NO.:

NO. DP:

DWG NO.:

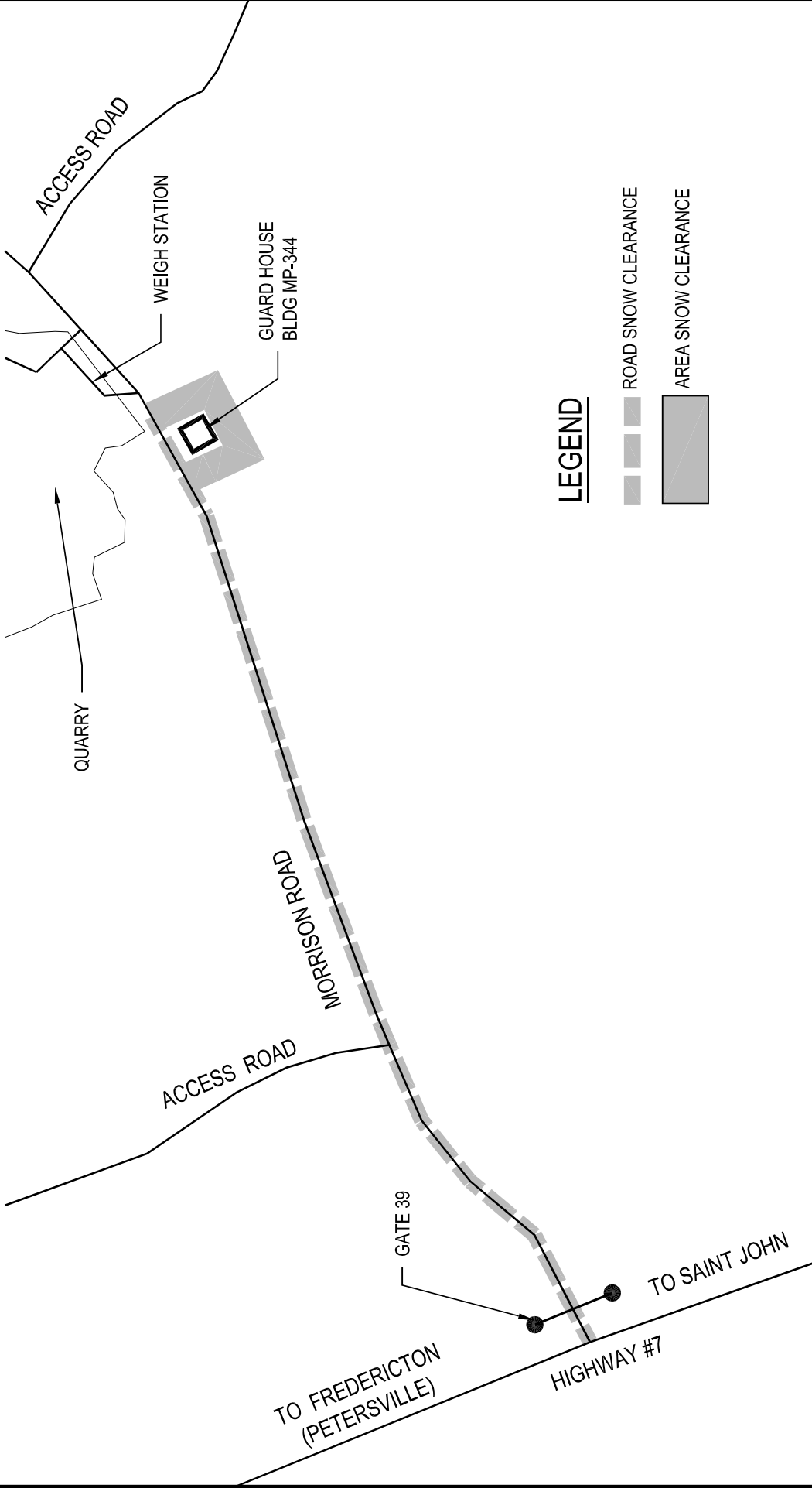
NO. DESSIN:

S/C

L-G2/11-9301/10

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LEGEND

-  ROAD SNOW CLEARANCE
-  AREA SNOW CLEARANCE

PROJECT: SNOW CLEARANCE & REMOVAL		APPROVED:	
PROJET: PETERSVILLE		APPROUVE PAR:	
SUBJECT: MORRISON ROAD SITE PLAN		SCALE: NOT TO SCALE	
SUJET:		ÉCHELLE:	
		WBS NO.:	
		NO. SRT:	
		PF NO.:	S/C
		NO. DP:	4 of 4
DATE: 2017/08/14		DWG NO.:	L-G2/11-9301/10
		NO. DESSIN:	