



## 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

<b>Title - Sujet</b> Water Tower Cathodic Protection Svc	
<b>Solicitation No. - N° de l'invitation</b> W6898-180037/A	<b>Date</b> 2017-11-19
<b>Client Reference No. - N° de référence du client</b> W6898-180037	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$STJ-005-4231
<b>File No. - N° de dossier</b> STJ-7-40118 (005)	<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 2018-01-11</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lomax (STJ), Sandra	<b>Buyer Id - Id de l'acheteur</b> stj005
<b>Telephone No. - N° de téléphone</b> (506) 636-4362 ( )	<b>FAX No. - N° de FAX</b> (506) 636-4376
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 5 CDSB GAGETOWN BLDG 18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The work under this Service Contract covers the furnishing of all labour, supervision, tools, equipment, required to provide inspection of Cathodic Protection and maintenance of system components in the elevated water tower at 5 CDSB Gagetown when requested and as specified herein:

The Service Contract is required for the period from April 1, 2018 to March 31, 2019 with an option to extend for two additional, one year periods. The services must be provided in accordance with the Specification attached at Annex "E".

This agreement is subject to the provisions of the Agreement on Internal Trade, the North American Free Trade Agreement, Canada-Colombia, Canada-Chile and the Canada-Panama Free Trade Agreement.

### **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.

## **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) (<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.

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

##### **A0220T - Evaluation of Price (2014-06-26)**

### **2.2 Submission of Bids**

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

Late tenders will be returned unopened.

- (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**

### **2.3 Former Public Servant**

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 FPSs, 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 FPSs 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.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 Prince Edward Island.

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.

## **2.6 Insurance Requirements – G1007T (2011-05-16)**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "C".

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

## **2.7 Workers Compensation Certification - Letter of Good Standing – A0285T (2012-07-16)**

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

The Bidder must provide, within seven (7) 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 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

It is required that the bids follow the response format/instructions as detailed below:

#### **Section I: Technical Bid**

No Technical Bid required as part of this requirement.

#### **Section II: Financial Bid**

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

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **4.1 Evaluation Procedures and Basis of Selection**

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**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### **5.1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **5.1.2 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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

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.

### **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 Requirement**

The Contractor must perform the Work in accordance with the Specification at Annex "E".

#### **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>) 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 during the period of April 1, 2018 to March 31, 2019.



### 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(s) 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 thirty (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.

## 6.4 Authorities

### 6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

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

### 6.4.2 Project Authority

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

Name:  
Title:  
Organization:  
Address:

Telephone :  
Facsimile:  
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work 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 Project Authority, however the Project 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.

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#### **6.4.3 Contractor's Representative**

Name:  
Title:  
Organization:  
Address:

Telephone :  
Facsimile:  
E-mail address:

#### **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.

#### **6.6 Payment**

##### **6.6.1 Basis of Payment**

Basis of payment is in accordance with Annex "B" and section 12, Payment Period, of the 2010C (2014-09-25), General Conditions - Services (Medium Complexity).

##### **6.6.2 Limitation of Price**

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

##### **6.6.3 Monthly 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 (2014-09-25), General Conditions - Services (Medium Complexity).

#### **6.8 Certifications**

##### **6.8.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification

made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 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) the general conditions 2010C (2016-04-04)
- (c) Annex E, Requirement;
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated \_\_\_\_\_

## 6.11 Defence Contract

*SACC Manual* clause [A9006C](#) 2012-07-16) Defence Contract

## 6.12 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "C". 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 seven (7) days after request from the Contracting Authority and prior to award of Service Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **ANNEX "A"**

### **EVALUATION CRITERIA AND BASIS OF SELECTION**

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

#### **1. Mandatory Criteria**

1. Submission of firm prices/rates for one (1) year including two (2) option years in accordance with Invitation to Tender
2. A duly completed and signed Invitation to Tender including all Addenda.
3. Within seven (7) days of request from contracting authority and prior to award of Service Contract, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
4. Within seven (7) days of request from Contracting Authority and prior to award of the Service Contract, Contractor must provide proof of \$2 Million General Liability Insurance.
5. Within seven (7) days of request from Contracting Authority and prior to award of the Service Contract proof of a minimum of 5 years' experience in all aspects of Cathodic Protection systems.
6. Within seven (7) days of request from Contracting Authority and prior to award of the Service Contract proof of Fall Protection Training and Safe Climbing Techniques
7. Within seven (7) days of request from Contracting Authority and prior to award of the Service Contract proof of tower rescue techniques and certificates.
8. Within seven (7) days of request from Contracting Authority and prior to award of the Service Contract proof of First Aid Provider certificates.

#### **2. 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 be recommended for award of a contract.

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Buyer ID - Id de l'acheteur  
stj005  
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## **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.

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**W6898-180037**

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 FOR THE TERM OF APRIL 1, 2018 TO MARCH 31, 2019.

Item	Class of Service	Unit of Measure	Estimated Quantity	Term		Option Year		Option Year	
				April 1, 2018 to March 31, 2019	Total	April 1, 2019 to March 31, 2020	Price Per Unit	April 1, 2020 to March 31, 2021	Price Per Unit
1.	Cost per inspection of the impressed current type Cathodic Protection equipment on the interior of the subject tank, including a potential survey and testing of system operating parameters	Inspection	1						
2.	Service calls during normal working hours.	hours	100						
3.	All materials will be invoiced at the Contractors wholesale cost, plus a percentage of mark-up, estimated at \$10,000. The Contractor is to submit a percentage of mark-up for tendering purposes; % _____ Allowance + Mark-up	Allowance	\$10,000		Allowance + Mark-up =		Mark-up in \$		Mark-up in \$
									Allowance + Mark-up =

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Total For First Term and Option Years

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

GRAND TOTAL FOR FIRST TERM AND OPTION YEARS

\$ \_\_\_\_\_  
A, B and C



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## **ANNEX "C"**

### **INSURANCE REQUIREMENTS**

#### 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.
- p. 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 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.

Solicitation No. - N° de l'invitation  
W6898-180037/A  
Client Ref. No. - N° de réf. du client  
W6898-180037

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STJ-7-40118

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

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## **ANNEX "D"**

### **Complete List of Each Individual Who is Currently on the Board of Directors**

#### ***NOTE TO BIDDERS***

***WRITE DIRECTORS SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

Solicitation No. - N° de l'invitation  
W6898-180037/A  
Client Ref. No. - N° de réf. du client  
W6898-180037

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STJ-7-40118

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

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## **ANNEX "E"**

### **SPECIFICATION**



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

**SPECIFICATION**

**SERVICE CONTRACT  
INSPECT CATHODIC PROTECTION  
ELEVATED WATER TOWER  
5 CDSB GAGETOWN  
01 APRIL 2018 TO 31 MARCH 2019  
WITH OPTION TO RENEW  
TWO (ONE YEAR PERIODS)**

*Mark Giltott*  
Designed by

*John*  
Fire Inspector

*Mark Giltott*  
Project O

*Aileen McCoy*  
Engineering

**PF No:**

**Job No:** L-G2-9401/26

**Date:** 2017-06-26

<b>NATIONAL DEFENCE</b>	<b>LIST OF CONTENTS</b>	<b>SECTION 00000</b>
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<b>5 CDSB GAGETOWN, N.B.</b>		<b>2017-06-26</b>

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<u>Division 01 - General Requirements</u>		
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01 35 35	DND Fire Safety Requirements	3
01 35 43	Environmental Procedures	1

**END OF SECTION**

## **1 GENERAL**

### **1.01 DESCRIPTION OF WORK**

- .1 The work covered under this Service Contract comprises the furnishing of all labour, materials, tools and equipment required to provide inspection of Cathodic Protection and maintenance of system components in the elevated water tower at 5 CDSB Gagetown when requested and as specified herein.
- .2 Provide a type written report on condition of Cathodic Protection and system components, and submit report to the Engineer.
- .3 Inspection will be conducted annually during the month of September for each year as requested by the Engineer in coordination with the water treatment plant.
- .4 Servicing of the system to be requested by the Engineer after receipt of the above report. No work to be performed without prior approval of the Engineer.

### **1.02 DURATION OF CONTRACT**

- .1 This Service Contract will extend from 01 April 2018 to 31 March 2019 with the option to renew for two - one year options.

### **1.03 REFERENCES**

- .1 Canada Labour Code Part II.
- .2 The New Brunswick Occupational Health and Safety Act, 1991.
- .3 The Canadian Electrical Code, CSA C22.1-12.

### **1.04 QUALIFICATIONS**

- .1 Work carried out under this service contract shall be done by fully qualified service technicians experienced in all aspects of Cathodic Protection systems and have a minimum of 5 years experience.
- .2 Contractor shall provide documented proof of Fall Protection Training and Safe Climbing Techniques for employees to PWGSC prior to award.
- .3 Contractor's employees shall be trained in tower rescue techniques and certificates are to be provided to the PWGSC prior to award.
- .4 Contractor must be registered with WorkSafeNB. Proof of registration to be provided to PWGSC prior to award.
- .5 Contractor shall use CSA approved personal protective equipment.
- .6 Contractor shall hold and provide a copy of current First Aid Provider Certificates to PWGSC prior to award.
- .7 All inspection reports and reports indicating work carried out shall be

stamped by a qualified Professional Engineer.

#### **1.05 ENGINEER**

- .1 The Engineer as defined and stated in this specification will be the Commanding Officer, Real Property Operations Detachment (Gagetown) or a designated representative. The address of the Engineer is:
  - Contracts Office
  - Real Property Operations
  - Detachment (Gagetown)
  - 238 Champlain Avenue
  - PO BOX 17000 Station Forces
  - Oromocto, N.B. E2V 4J5
  - Tel.(506) 422-2677
  - Fax (506) 422-1248

#### **1.06 DOCUMENTS REQUIRED**

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

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

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

#### **1.08 POWER AND WATER**

- .1 DND can provide, free of charge, temporary electric power and water for the purposes of this agreement.
- .2 Engineer will determine delivery points and quantitative limits. Engineer's written permission is required before any connection is made. Connect to existing power supply in accordance with Canadian Electrical Code, CSA C22.1-09.
- .3 Contractor to provide, at no cost to DND, all equipment and temporary lines to bring these services to work site.
- .4 Supply of temporary services by DND is subject to DND requirements and may be discontinued by Engineer at any time without notice or acceptance of any liability for damage or delay caused by such withdrawal of temporary services.

#### **1.09 ACCEPTABILITY OF MATERIAL**

- .1 Material and parts used will be those specified by the manufacturer of the equipment and any other material will require the approval of the Engineer.
- .2 Provide material and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.



- .3 The Contractor will not make any change in the design and installation of equipment and materials without prior written approval from the Engineer.
- .4 If, in an emergency, the Contractor installs parts other than those specified, they will be replaced with specified parts before claiming payment, but no claim for other than specified parts will be made.
- .5 All replaced parts and materials not under warranty, whether serviceable or unserviceable will be left on site for inspection on completion of the work.
- .6 All manufactured articles, materials, and equipment will be applied, installed, connected and used as specified by the manufacturer.
- .7 Requests for acceptance of material other than those specified will be submitted in writing to the Engineer. The request must be supported with sufficient product information to enable the Engineer to make an assessment.

#### **1.10 GUARANTEE**

- .1 The Contractor will guarantee all materials and workmanship for a period of one year or the manufacturer's guarantee, whichever is longer, after acceptance by the Engineer. Any defects which may develop during this period will be rectified and made good to the satisfaction of the Engineer, by the Contractor at their own expense.

#### **1.11 CODES AND STANDARDS**

- .1 Perform work to and enforce safety measures in accordance with the Canadian Labour Code Part II (2010 edition) and the New Brunswick Occupational Health and Safety Act.
- .2 Contractor must be registered with WorkSafeNB and provide proof of such to PWGSC prior to award of contract.
- .3 Observe and enforce safety measures by Provincial Government; Municipal statutes and Authorities.
- .4 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health Canada.
- .5 Work to meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.

#### **1.12 OVERLOADING**

- .1 Ensure no part of work is subject to a load which will endanger its safety or will cause permanent deformation.

#### **1.13 TEMPORARY STRUCTURES**

- .1 The Contractor will furnish and maintain all equipment such as temporary

ramps, ladders, scaffolds, hoists, chutes, etc, as may be required for the proper execution of the work.

- .2 Temporary structures erected by the Contractor will remain their property and will be removed by them from the site on completion of the work.

#### 1.14 CLEAN UP

- .1 On completion of all work, the Contractor will remove all surplus material, tools, equipment and debris. The building and site must be left in a clean and tidy condition which meets the satisfaction of the Engineer. The Contractor will not remove any salvageable material or equipment from the job site without approval from the Engineer.

#### 1.15 DAMAGE EXISTING FACILITIES

- .1 The contractor will take all necessary precautions to protect and prevent damage to all structures and contents, all surrounding property and installations. Damage caused by the Contractor will be repaired without delay to the complete satisfaction of the Engineer at the Contractors own expense.

#### 1.16 QUANTITIES AND BASIS OF PAYMENT

- .1 The work performed under this Service Contract be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by him with respect to the work.
- .2 The Contractor will submit costs per inspection, hourly rates and a material mark up percentage for the following in accordance with the specifications. Such prices will include supervision, expenses, tools, equipment, transportation (travel time to and from the Contractors base of operation will be included in the rates provided) and profit.
  - .1 Cost per inspection of the impressed current type Cathodic Protection equipment on the interior of the subject tank, including a potential survey and testing of system operating parameters;
  - .2 Rate per hour for service calls during normal working hours.  
**(Estimated Quantity: 100 hours).**
- .3 Contractor shall submit all invoices for materials at the Contractor's wholesale cost as supporting documentation when submitting invoices for work completed. For tendering purposes, the Contractor will submit their percent of mark-up on material. **(Estimated Quantity: \$10,000.00).**
- .4 Time charges and contract price of materials used may be verified by Government Audit before or after payment is made under the terms of this Standing Offer.
- .5 The above mentioned quantities may increase or decrease and are used only as a guide for tendering. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.
- .6 One invoice covering all charges for each Service Request or Inspection will be submitted to the Engineer with a copy of the faxed Service Request. The invoice must indicate Contract, Work Order and Requisition numbers

issued on the Work Request. The invoice must itemize technicians' names, dates and hours worked, materials used complete with copies of the contractor's invoices verifying correct mark-up on materials.

- .7 The Contractor will provide service during regular working hours on an eight (8) hour per day, five (5) days per week basis 0730hrs to 1600hrs Monday to Friday inclusive.
- .8 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.
- .9 The Contractor, upon receipt of an Acceptance of Tender, will be advised by the Engineer in writing of the names of persons authorized to request service. Work undertaken at the request of others, such as building occupants, will be entirely at the Contractor's risk with regard to payment.
- .10 The Contractor will not refuse any call for service by the Engineer and will respond within 24 hours on normal service calls.
- .11 When service is required, the Engineer will notify the Contractor and detail the job. When requested by the Engineer, a written estimate shall be provided by the Contractor indicating estimated labour and material costs in accordance with the Service Contract.
- .12 The Contractor will report to the Engineer prior to starting work and upon completion of work on a daily basis to sign in and out. If work started or completed outside normal working hours and the Engineer's office is closed, the Base Firehall has a sign in/sign out sheet available for the Contractor.
- .13 After reporting, the Contractor will proceed to the job and carry out the work. The contractor will provide daily work reports to the Engineer detailing work performed, contractor's employees assigned to work, location or building number of work site, hours worked for each employee, trade of each employee and materials used in the completion of the work and any recommendations for additional work that may be required. This work report must indicate the work order number and the requisition number on which the work was requested from the Engineer. Contractor is to have the Engineer sign the work report either at the end of the work day or at the beginning of the next work day while signing in. The Standard Operating Procedure (SOP) for work reports will be provided to the successful bidder after award of Contract. Please note that this SOP is for contract work done on an hourly rate basis only and does not apply to set inspections or services done on a lump sum basis.
- .14 The Contractor is to return one copy of the signed work request with their invoice, as well as copies of all daily work reports and copies of all contractor's wholesale invoices for material used in the completion of the work. Invoices must detail the location and description of work performed for each work request. The Contractor's invoice shall reference the contract, work order and requisition numbers issued on the work request, and will be submitted to the Engineer 15 days after all work is complete.

#### **1.17 CONTRACTOR PASSES**

- .1 All Contractor employees will have in their possession at all times while on the Base an authorized Contractor Pass while employed on DND property.

Such passes will be produced on demand to the Military Police, Commissioners, Security Guards and persons in authority.

- .2 The Contractor will complete an application form for contractor passes for each individual. The Contractor will accompany the employee to the Military Police Identification Section building F-19 for the issuance of pass.
- .3 Photocopies of passes are to be provided to the Engineer.
- .4 The Contractor will ensure Contractor passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section by the Contractor.

#### **1.18 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.

**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 that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 Real Property Operations Detachment (Gagetown) employs a Lock Out/Tag Out program to prevent work related injuries due to electrical or mechanical systems being energized while personnel are working in or around these systems. The Contractor must respect these locks and tags when encountered. Do not forcibly remove these locks and/or tags at any time. If the Contractor requires that these be removed to perform work, a request is to be made to the Engineer for such removal.
- .5 As per the Canada Labour Code Part II, it is the Contractor's responsibility to employ their own Lock Out/Tag Out program to ensure that equipment is not energized by other personnel while they are working in or around equipment.
- .6 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 be worn at all times.

#### 1.04 UNFORESEEN HAZARDS

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of New Brunswick. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right.

#### 1.05 CORRECTION OF NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.
- .2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

#### 1.06 WORK STOPPAGE

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

END OF SECTION

## **1 GENERAL**

### **1.01 REPORTING FIRES**

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

### **1.02 INTERIOR AND EXTERIOR FIRE PROTECTION AND ALARM SYSTEMS**

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

### **1.03 FIRE EXTINGUISHERS**

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

### **1.04 BLOCKAGE OF ROADWAYS**

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

### **1.05 SMOKING PRECAUTIONS**

- .1 Observe smoking regulations at all times.

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

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

combustion in approved receptacles and remove.

#### 1.07 FLAMMABLE AND COMBUSTIBLE LIQUIDS

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

#### 1.08 HAZARDOUS SUBSTANCES

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

#### 1.09 QUESTIONS AND/OR CLARIFICATION

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

#### 1.10 FIRE INSPECTION

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



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

**END OF SECTION**

## **1 GENERAL**

### **1.01 GENERAL**

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

### **1.02 FIRES**

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

### **1.03 DISPOSAL OF WASTES**

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

### **1.04 SPILL PROTECTION**

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

**END OF SECTION**