

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada
The Cambridge Building
3 Queen Street/3, rue Queen
Charlottetown
Prince Edward Island
C1A 4A2**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
The Cambridge Building
3 Queen Street/3 rue, Queen
PO Box 1268/CP 1268
Charlottetown
Prince Ed
C1A 4A2

Title - Sujet Construction Inspection Svcs - PEI	
Solicitation No. - N° de l'invitation ED001-182260/B	Date 2018-01-31
Client Reference No. - N° de référence du client R.089477.001	GETS Ref. No. - N° de réf. de SEAG PW-\$PWC-010-4275
File No. - N° de dossier PWC-7-40176 (010)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-03-14	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: MacDonald, Anne (PWC) D.	Buyer Id - Id de l'acheteur pwc010
Telephone No. - N° de téléphone (902)314-1009 ()	FAX No. - N° de FAX (902)566-7514
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA REAL PROPERTY-PROJECT MANAGEMENT PO BOX 1268 STN CENTRAL CHARLOTTETOWN Prince Edward Island C1A7M8 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

**REQUEST FOR STANDING OFFER (RFSO)
CONSTRUCTION INSPECTION SERVICES
VARIOUS LOCATIONS, PRINCE EDWARD ISLAND**

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and

Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and any other annexes

.

1.2 Summary

Work under this standing offer includes providing personnel to carry out inspection services for marine and land based projects. Location of work is at various locations, Prince Edward Island. The period of the Standing Offer will be from date of award for two year period.

All work is to be completed on an "as and when required basis". Bidders should note that there is no guarantee that the full or any amount of the Standing Offers will be called up.

All work is to be completed on an "as and when required" basis in accordance with Specification R.089477.001.

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

1.3 Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.1.1 SACC Manual clauses

SACC Manual clause M0019T (2007-05-25) Firm Prices and/or Rates

2.1 Submission of Offers

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

Offers by facsimile will be accepted. Facsimile Number is (902) 566-7514.

2.2 Enquiries - Request for Standing Offers

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

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

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all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.3 Applicable Laws

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

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

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PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Section I: Financial Offer

Offerors must submit their financial offer in accordance with the "Annex "A", Basis of Payment". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section II: Certifications Offerors must submit the certifications and additional information required under Part 5.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.2 Financial Evaluation

SACC Manual Clause M0220T (2016-01-28) Evaluation of Price - Offer

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.3 Basis of Selection

SACC Manual Clause M0069T (2007-05-25) Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 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) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

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

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

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 Offeror 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 - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-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 an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

Not applicable

6.2 Financial Capability

SACC Manual clause M9033T (2011-05-16) Financial Capability

6.2 Insurance Requirements M9015T (2016-01-28)

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3 Term of Standing Offer

7.3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from Date of Award to December 31, 2020.

7.4 Authorities

7.4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Anne MacDonald

Title: Supply Officer

Organization: Public Works and Government Services Canada
Acquisitions Branch

Directorate: Real Property Contracting

Address: 3 Queen Street
Charlottetown, PEI
C1A 4A2

Telephone: (902) 314-1009

Facsimile: (902) 566-7514

E-mail address: anne.macdonald@pwgsc.gc.ca

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

7.4.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

7.4.3 Offeror's Representative

Name: _____

Telephone: () _____

Fax: () _____

E-mail: _____

7.5 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Public Works & Government Services Canada.

7.6 Call-up Instrument

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

7.7 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00Harmonized Sales Tax Included).

7.8 Financial Limitation

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

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

7.9 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) Supplemental General Conditions 2010C (2016-04-04), General Conditions - Services (Medium Complexity);
- e) Specifications and drawings;
- f) Annex "A", Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) the Offeror's offer

7.10 Certifications

7.10.1. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

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7.11 Applicable Laws

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

7B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Payment

7.4.1 Basis of Payment

Refer to "Annex "A", Basis of Payment"

7.4.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

7.4.3 Single Payment

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

7.4.4 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.5 Invoicing Instructions

- 7.5.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

7.5.2 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.6 Insurance

SACC Manual clause G1005C (2016-01-28)

The Contractor must comply with the insurance requirements specified in Annex “B”. 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.

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ANNEX "A"
BASIS OF PAYMENT
PRICING SCHEDULE
Date of Award to December 31, 2020

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

Item No.	Class of Labor, Plant or Material	Unit of Measurement	Estimated Total Quantity	Price Per Unit (\$)	Estimated Total Price (\$)
1	Construction Inspector				
	a) Category III)	Regular Hour	5200		
	b) Category III	Over time	2300		
2	a) Weigher/Checker	Regular Hour	2020		
	b) Weigher/Checker	Overtime Hour	1000		
3	Reimbursable Expenses/Material and Special Equipment (Use of vehicle for temporary office maximum daily rate \$20.00				\$20,000
	Reimbursable travel expenses				\$30,000
	TOTAL				

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

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ANNEX “B”

Certifications Precedent to Standing Offer Award

1. Workers Compensation Certification - Letter of Good Standing

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

1.3 Qualifications

As per “Terms of Reference” for project R.089477.001

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 the Department of National Defence.
 - (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.

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- (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.

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ANNEX C

COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE BIDDER'S BOARD OF DIRECTORS

NOTE TO OFFERORS

WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

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ANNEX “D”

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

Solicitation No. - N° de l'invitation

ED001-182260/B

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

ED001-182260/B

Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur

PWC010

CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

STATEMENT OF WORK OR REQUIREMENT

SCOPE OF WORK

PROJECT R.089477

Part 1 – General

1.1 Related Work

Not Used

1.2 Definitions

- .1 COSH: Canada Occupational Health and Safety Regulations made under Part II of the Canada Labour Code.
- .2 Competent Person: means a person who is;
 - .1 Qualified by virtue of personal knowledge, training and experience to perform assigned work in a manner that will ensure the health and safety of persons in the workplace, and
 - .2 Knowledgeable about the provisions of occupational health and safety statutes and regulations that apply to the Work, and
 - .3 Knowledgeable about potential or actual danger to health or safety associated with the Work.
- .3 Medical Aid Injury: any minor injury for which medical treatment was provided and the cost of which is covered by Workers' Compensation Board of the province in which the injury was incurred.
- .4 PPE: personal protective equipment
- .5 Work Site: where used in this section shall mean areas, located at the premises where Work is undertaken, used by Contractor to perform all of the activities associated with the performance of the Work.

1.3 Submittals

- .1 Submit site-specific Health and Safety Plan prior to commencement of Work.
 - .1 Submit within ten (10) work days of notification of Bid Acceptance. Provide three (3) copies.
 - .2 Departmental Representative will review Health and Safety Plan and provide comments.
 - .3 Revise the Plan as appropriate and resubmit within five (5) work days after receipt of comments.
 - .4 Departmental Representative's review and comments made of the Plan shall not be construed as an endorsement, approval or implied warranty of any kind by Canada and does not reduce Contractor's overall responsibility for Occupational Health and Safety of the Work.
 - .5 Submit revisions and updates made to the Plan during the course of Work.
- .2 Submit name of designated Health & Safety Site Representative and support documentation specified in the Safety Plan.

- .3 Submit copy of Letter in Good Standing from Provincial Workers Compensation or other department of labour organization.
 - .1 Submit update of Letter of Good Standing whenever expiration date occurs during the period of Work.
- .4 Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- .5 Submit copies of incident reports.
- .6 Submit WHMIS MSDS - Material Safety Data Sheets.

1.4 Compliance Requirements

- .1 Comply with Occupational Health and Safety Act for Province of Prince Edward Island, and Occupational Health and Safety Regulations made pursuant to the Act.
- .2 Comply with Canada Labour Code - Part II (entitled Occupational Health and Safety) and the Canada Occupational Health and Safety Regulations (COSH) as well as any other regulations made pursuant to the Act.
 - .1 The Canada Labour Code can be viewed at: [www.http://laws-lois.justice.gc.ca/eng/acts/L-2/fulltext.html](http://laws-lois.justice.gc.ca/eng/acts/L-2/fulltext.html)
 - .2 COSH can be viewed at: [www.http://laws.justice.gc.ca/eng/SOR-86-304/ ne .html](http://laws.justice.gc.ca/eng/SOR-86-304/ ne .html)
 - .3 A copy may be obtained at: Canadian Government Publishing Public Works & Government Services Canada Ottawa, Ontario, K1A 0S9 Tel: (819) 956-4800 (1-800-635-7943) Publication No. L31-85/2000 E or F)
- .3 Observe construction safety measures of:
 - .1 Part 8 of National Building Code
 - .2 Municipal by-laws and ordinances.
- .4 In case of conflict or discrepancy between above specified requirements, the more stringent shall apply.
- .5 Maintain Workers Compensation Coverage in good standing for duration of Contract. Provide proof of clearance through submission of Letter in Good Standing.
- .6 Medical Surveillance: Where prescribed by legislation or regulation, obtain and maintain worker medical surveillance documentation.

1.5 Responsibility

- .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons and environment adjacent to the site to extent that they may be affected by conduct of Work.
- .2 Comply with and enforce compliance by all workers, sub-contractors and other persons granted access to Work Site with safety requirements of Contract Documents, applicable federal, provincial, and local by-laws, regulations, and ordinances, and with site-specific Health and Safety Plan.

1.6 Site Control and Access

- .1 Control the Work and entry points to Work Site. Approve and grant access only to workers and authorized persons. Immediately stop and remove non-authorized persons.
 - .1 Departmental Representative will provide names of those persons authorized by Departmental Representative to enter onto Work Site and will ensure that such authorized persons have the required knowledge and training on Health and Safety pertinent to their reason for being at the site, however, Contractor remains responsible for the health and safety of authorized persons while at the Work Site.
- .2 Isolate Work Site from other areas of the premises by use of appropriate means.
 - .1 Erect fences, hoarding, barricades and temporary lighting as required to effectively delineate the Work Site, stop non-authorized entry, and to protect pedestrians and vehicular traffic around and adjacent to the Work and create a safe environment.
 - .2 Post signage at entry points and other strategic locations indicating restricted access and conditions for access.
 - .3 Use professionally made signs with bilingual message in the two official languages or international known graphic symbols.
- .3 Provide safety orientation session to persons granted access to Work Site. Advise of hazards and safety rules to be observed while on site.
- .4 Ensure persons granted site access wear appropriate PPE. Supply PPE to inspection authorities who require access to conduct tests or perform inspections.
- .5 Secure Work Site against entry when inactive or unoccupied and to protect persons against harm. Provide security guard where adequate protection cannot be achieved by other means.

1.7 Protection

- .1' Give precedence to safety and health of persons and protection of environment over cost and schedule considerations for Work.
- .2 Should unforeseen or peculiar safety related hazard or condition become evident during performance of Work, immediately take measures to rectify situation and prevent damage or harm. Advise Departmental Representative verbally and in writing.

1.8 Filing of Notice

- .1 File Notice of Project with pertinent provincial health and safety authorities prior to beginning of Work.
 - .1 Departmental Representative will assist in locating address if needed.

1.9 Permits

Not Used

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1.10 Hazard Assessments

- .1 Perform site specific health and safety hazard assessment of the Work and its site.
- .2 Carryout initial assessment prior to commencement of Work with further assessments as needed during progress of work, including when new trades and subcontractors arrive on site.
- .3 Record results and address in Health and Safety Plan.
- .4 Keep documentation on site for entire duration of the Work.
- .5 The following are known or potential project related health, environmental and safety hazards at site which must be properly managed if encountered during course of work:
 - .1 There are known existing hazardous products stored or used by Facility personnel.
 - .2 There are no known existing hazardous or contaminated building materials on site.
 - .3 Safety hazards due to existing site conditions and conduct of work are:
 - .1 overhead electrical wires
 - .2 winter work, freezing conditions (ice, wind and water)
 - .3 summer work, hot conditions (sun, heat)
 - .4 sharp or protruding objects
 - .5 heavy vehicle movement
 - .6 loading and unloading materials
 - .7 moving and working with large and heavy materials
 - .8 working over, near or on the water
 - .9 uneven and jagged travelling and working surfaces
 - .10 slippery surface conditions
 - .11 slipping and falling
 - .12 falling materials
 - .13 unknown load carrying ability of structure and access to site
 - .14 structure not posted for loads
 - .15 structure partially barricaded
- .4 Above list shall not be construed as being complete and inclusive of potential health, and safety hazards encountered during work. Include above items into hazard assessment process.

1.11 Meetings

- .1 Attend pre-construction health and safety meeting, convened and chaired by Departmental Representative, prior to commencement of Work, at time, date and location determined by Departmental Representative. Ensure attendance of:
 - .1 Superintendent of Work
 - .2 Designated Health & Safety Site Representative
 - .3 Subcontractors
- .2 Conduct regularly scheduled tool box and safety meetings during the Work in conformance with Occupational Health and Safety regulations.
- .3 Keep documents on site.

1.12 Health and Safety Plan

- .1 Prior to commencement of Work, develop written Health and Safety Plan specific to the Work. Implement, maintain, and enforce Plan for entire duration of Work and until final demobilization from site.
- .2 Health and Safety Plan shall include the following components:
 - .1 List of health risks and safety hazards identified by hazard assessment.
 - .2 Control measures used to mitigate risks and hazards identified.
 - .3 On-site Contingency and Emergency Response Plan as specified below.
 - .4 On-site Communication Plan as specified below.
 - .5 Name of Contractor's designated Health & Safety Site Representative and information showing proof of his/her competence and reporting relationship in Contractor's company.
 - .6 Names, competence and reporting relationship of other supervisory personnel used in the Work for occupational health and safety purposes.
- .3 On-site Contingency and Emergency Response Plan shall include:
 - .1 Operational procedures, evacuation measures and communication process to be implemented in the event of an emergency.
 - .2 Evacuation Plan: site and floor plan layouts showing escape routes, marshalling areas. Details on alarm notification methods, fire drills, location of firefighting equipment, and other related data. .
 - .3 Name, duties and responsibilities of persons designated as Emergency Warden(s) and deputies.
 - .4 Emergency Contacts: name and telephone number of officials from:
 - .1 General Contractor and subcontractors.
 - .2 Pertinent Federal and Provincial Departments and Authorities having jurisdiction.
 - .3 Local emergency resource organizations.

- .5 Harmonize Plan with Facility's Emergency Response and Evacuation Plan. Departmental Representative will provide pertinent data including name of PWGSC and Facility Management contacts.
 - .4 On-site Communication Plan:
 - .1 Procedures for sharing of work related safety information to workers and subcontractors, including emergency and evacuation measures.
 - .2 List of critical work activities to be communicated with Facility Manager which have a risk of endangering health and safety of Facility users.
 - .5 Address all activities of the Work including those of subcontractors.
 - .6 Review Health and Safety Plan regularly during the Work. Update as conditions warrant to address emerging risks and hazards, such as whenever new trade or subcontractor arrive at Work Site.
 - .7 Departmental Representative will respond in writing, where deficiencies or concerns are noted and may request re-submission of the Plan with correction of deficiencies or concerns.
 - .8 Post a copy of the Plan, and updates, prominently on Work Site.
- 1.13 Safety Supervision
- .1 Employ Health & Safety Site Representative responsible for daily supervision of health and safety of the Work.
 - .2 Health & Safety Site Representative may be the Superintendent of the Work or other person designated by Contractor and shall be assigned the responsibility and authority to:
 - .1 Implement, monitor and enforce daily compliance with health and safety requirements of the Work
 - .2 Monitor and enforce Contractor's site-specific Health and Safety Plan.
 - .3 Conduct site safety orientation session to persons granted access to Work Site.
 - .4 Ensure that persons allowed site access are knowledgeable and trained in health and safety pertinent to their activities at the site or are escorted by a competent person while on the Work Site.
 - .5 Stop the Work as deemed necessary for reasons of health and safety.
 - .3 Health & Safety Site Representative must:
 - .1 Be qualified and competent person in occupational health and safety.
 - .2 Have site-related working experience specific to activities of the Work.
 - .3 Be on Work Site at all times during execution of the Work.
 - .4 All supervisory personnel assigned to the Work shall also be competent persons.

.5 Inspections:

- .1** Conduct regularly scheduled safety inspections of the Work on a minimum bi-weekly basis. Record deficiencies and remedial action taken.
- .2** Conduct Formal Inspections on a minimum monthly basis. Use standardized safety inspection forms. Distribute to subcontractors.
- .3** Follow-up and ensure corrective measures are taken.
- .6** Cooperate with Facility's Occupational Health and Safety representative should one be designated by Departmental Representative.
- .7** Keep inspection reports and supervision related documentation on site.

1.14 Training

- .1** Use only skilled workers on Work Site who are effectively trained in occupational health and safety procedures and practices pertinent to their assigned task.
- .2** Maintain employee records and evidence of training received. Make data available to Departmental Representative upon request.
- .3** When unforeseen or peculiar safety-related hazard, or condition occur during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction and advise Departmental Representative verbally and in writing.

1.15 Minimum Site Safety Rules

- .1** Notwithstanding requirement to abide by federal and provincial health and safety regulations; ensure the following minimum safety rules are obeyed by persons granted access to Work Site:
 - .1** Wear appropriate PPE pertinent to the Work or assigned task; minimum being hard hat, safety footwear, safety glasses and hearing protection.
 - .2** Immediately report unsafe condition at site, near-miss accident, injury and damage.
 - .3** Maintain site and storage areas in a tidy condition free of hazards causing injury.
 - .4** Obey warning signs and safety tags.
- .2** Brief persons of disciplinary protocols to be taken for non-compliance. Post rules on site.

1.16 Correction of Non-Compliance

- .1** Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Departmental Representative.
- .2** Provide Departmental Representative with written report of action taken to correct non-compliance of health and safety issues identified.

- .3 Departmental Representative will stop Work if non-compliance of health and safety regulations is not corrected in a timely manner.

1.17 Incident Reporting

- .1 Investigate and report the following incidents to Departmental Representative:
 - .1 Incidents requiring notification to Provincial Department of Occupational Safety and Health, Workers Compensation Board or to other regulatory Agency.
 - .2 Medical aid injuries.
 - .3 Property damage in excess of \$10,000.00,
 - .4 Interruptions to Facility operations resulting in an operational lost to a federal department in excess of \$ 5,000.00.
- .2 Submit report in writing.

1.18 Hazardous Products

- .1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS).
- .2 Keep MSDS data sheets for all products delivered to site.
 - .1 Post on site.
 - .2 Submit copy to Departmental Representative.
 - .3 For interior work in an occupied Facility, post additional copy in one or more publically accessible locations.

1.19 Powder Actuated Devices

- .1 Use powder actuated fastening devices only after receipt of written permission from Departmental Representative.

1.20 Confined Spaces

- .1 Abide by occupational health and safety regulations regarding work in confined spaces.
- .2 Obtain an Entry Permit in accordance with Part XI of the Canada Occupational Health and Safety Regulations for entry into an existing identified confined space located at the Facility or premises of Work.
 - .1 Obtain permit from Facility Manager
 - .2 Keep copy of permit issued.

.3 Safety for Inspectors:

- .1 Provide PPE and training to Departmental Representative and other persons who require entry into confined space to perform inspections.**
- .2 Be responsible for efficacy of equipment and safety of persons during their entry and occupancy in the confined space.**

1.21 Site Records

- .1 Maintain on Work Site copy of safety related documentation and reports stipulated to be produced in compliance with Acts and Regulations of authorities having jurisdiction and of those documents specified herein.**
- .2 Upon request, make available to Departmental Representative or authorized Safety Officer for inspection.**

1.22 Posting of Documents

- .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on Work Site in accordance with Acts and Regulations of Province having jurisdiction.**
- .2 Post other documents as specified herein, including:**
 - .1 Site specific Health and Safety Plan**
 - .2 WHMIS data sheets**

End of Section

TERMS OF REFERENCE

CONSTRUCTION INSPECTION SERVICES

A. Scope of Consultants Work

To liaison directly with the PSPC project representative on the scope, schedule, deliverables and budget of the site specific inspection services. To provide direction to personnel regarding aspects of the work, material and techniques that require inspection, including documentation requirements of PSPC. To respond to any request or concerns expressed by the PSPC project representative regarding the delivery of the inspection services.

B. Scope of Projects

The marine projects will be located at various coastal locations in Prince Edward Island. The scope of the projects will include, but not be limited to, dredging, repairs, and new construction. Typical construction materials utilized will be steel and wooden piles, concrete, timber and steel, rock, earth fill, gravel, and asphalt. Dredging operations will included both land and floating plant utilizing mechanical and hydraulic methods. The projects will vary in location, construction methodology and design details.

C. Construction Inspection Categories

Category III

A category III is a senior position and generally, but not exclusively, a supervisory position. A category III inspector must possess sufficient knowledge to schedule, supervise and train other inspection staff. A category III inspector must possess the working knowledge of equipment used at the work site and be competent to report on the functionality of the equipment. A category III inspector must have a minimum of 15 years experience in the marine and civil construction disciplines or has graduated from a recognized civil construction technical granting institution. A category III inspector must be competent in reading, understanding both the specifications and plans and in writing comprehensive reports as required by PSPC. A category III inspector must be competent in interpreting field situations and conditions and responding to those changes in an unsupervised rolls.

D. Inspection Guidelines

- 1) There will be no day to day supervision by PSPC personnel. The Consultant will be responsible to provide supervision to their own site personnel.

- 2) The Consultant will identify a person capable of liaison with PSPC on a daily basis for each project. That liaison will then be responsible for the scope and quality of the work undertaken by the Consultant's personnel on-site.
- 3) The Consultant will be responsible to ensure that all obligations of the PEI Occupational Health and Safety Act are being fulfilled with regard to assigned project personnel. This shall include, but not limited, to provide a list of hazards that are specific to the site and the work and preparing the project personnel accordingly.
- 4) The Consultant will be responsible for the supervision, scope of work and deliverables to be provided by his personnel. To this end the Consultant will be responsible to understand and oversee the project specific requirements asset out by the PSPC representative at the onset of the project.
- 5) The normal work week will be forty hours (40) based on an eight hour (8) day. However, the Consultant's personnel will be expected to work the same hours as the Contractor, if so requested in advance by PSPC. Hours worked greater than the normal will be specific to particular works and will need to be approved beforehand by PSPC staff. Overtime will be paid as per provincial guidelines of work over (48) hours in one week.
- 6) Some projects will require less than a forty (40) hour work week. Therefore, the Consultant is to accommodate the requirement of a less than 40 hour work week. At the onset of the project a forecast of the inspection services is to be provided by PSPC. The forecast will be then revised as the project progresses. The Consultant's personnel will be entitled to (4) hours minimum pay per day.
- 7) Rates claimed by the Consultants shall be in accordance with the terms forming part of this Contract and the Consultant must abide by the rules and regulations established by the PEI Department of Labor, with respect to hours of regular and overtime work of personnel.
- 8) The Consultant's personnel will be reimbursed for any travel, authorized by PSPC, between project sites or to testing facilities or to other PSPC identified (or approved) locations in accordance to the requirements outlined in the National Joint Council directive on kilometer rates for a location (PEI) <http://www.njc-cnm.gc.ca/directive/travel-voyage/td-dv-a2-eng.php>
- 9) Reimbursement for all travel will be in accordance to the National Joint Council directive on kilometer rates for a location (PEI) <http://www.njc-cnm.gc.ca/directive/travel-voyage/td-dv-a2-eng.php> , for any travel from their office

to the project site above 30 km, or from personnel's home to the site above 30 km, or from site to PSPC office above 30 km.

- 10) The Consultant's personnel will be reimbursed for use of their vehicle, as a temporary office, if there is no field office supplied at the site. The approval from PSPC is required prior to the Consultant's personnel claiming for such reimbursements. The rate paid for use of any vehicle is listed in the bid sheet under item #11.
- 11) There may be requirement to have the Consultant's personnel available for work within 24-48 hours notification on small emergency projects. Generally, sufficient lead time will be provided.
- 12) The hours indicated in these guidelines are for estimating purposes and may not necessarily reflect the final requirements.
- 13) The qualifications and previous work experience of the Consultant's personnel assigned to projects will be submitted to PSPC. The PSPC project representative will have the right to review the information provided; and either accept or reject the individual identified.
- 14) The Consultant will be responsible, at no cost to PSPC, to ensure that his personnel are properly equipped on-site to carry out their duties in comfort and safely. In particular this would include, but not be limited to, clothing for wet and cold weather, safety boots, hard hats, life jackets, standard PSPC forms and reports, daily log books, 15 and 5m measuring tape, stop watch, digital camera and cellular phone. These items will all be considered incidental to the Contract. Purchases not covered in the above must have prior approval of PSPC.
- 15) PSPC will supply all standard forms, logs and reports to the Consultant

E. Weigher (or Checking) Inspection Responsibilities

- a) Determine and record the weight of construction materials being delivered to site by measurement with an approved weigh scale. Alternatively, accept the weigh slips as the material is being delivered and verify by volume and specific gravity.
- b) Check construction material being delivered for quality and maintain a daily record.
- c) Maintain labour and equipment log for all activities on-site and assist the construction inspector in carrying out his/her duties.

F. Inspection Deliverables

Daily Reports
Weekly Reports
Pile Driving Reports
Quantity Reports
Photo Logs
As-Built Records
Material Substitution
Drawing or Specification Variances
Quality Reports

The Consultant is responsible to convey to their personnel how the deliverables are to be acquired and provided. The Consultant is to ensure the quality of the deliverables. To this end all deliverables will be reviewed, revised and approved by the Consultant prior to submission to PSPC. The PSPC project representative will have the right to refuse any deliverables and to request variations or corrections to the deliverables submitted.

The Consultant must be able to demonstrate that the PSPC inspectors for level III have completed training to insure that they meet and are able to comply with the latest Occupation and Health Act of Prince Edward Island.

Appendix "B"
Unit Price Table
Standing Offer - Construction Inspection Services
Various Locations, Prince Edward Island

Item No.	Job Classification	Unit of Measurement	Estimated total Quantity	Price Per Unit	Total Price
Construction Inspector (Item 1-6)					
5	Category III	Regular Hours	5200	30.00	\$156,000.00
6	Category III	Overtime Hours	2300	45.00	\$103,500.00
7	Weight/Checker	Regular Hours	2020	25.00	\$ 50,500.00
8	Weight/Checker	Overtime Hours	1000	40.00	\$ 40,000.00
11	Reimbursable Expenses/Material and Special Equipment (Use of vehicle for temporary office maximum daily rate \$20.00				\$ 20,000.00
12	Reimbursable travel expenses				\$ 30,000.00
				Total Amount	\$400,000.00

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

Appendix "B"
Unit Price Table
Standing Offer - Construction Inspection Services
Various Locations, Prince Edward Island

Item No.	Job Classification	Unit of Measurement	Estimated total Quantity	Price Per Unit	Total Price
Construction Inspector (Item 1-6)					
5	Category III	Regular Hours	5200		
6	Category III	Overtime Hours	2300		
7	Weight/Checker	Regular Hours	2020		
8	Weight/Checker	Overtime Hours	1000		
11	Reimbursable Expenses/Material and Special Equipment (Use of vehicle for temporary office maximum daily rate \$20.00				\$20,000.00
12	Reimbursable travel expenses				\$30,000.00
				Total Amount	

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