



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works & Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada**
1713 Bedford Row
Halifax, N.S./Halifax,(N.E.)
Halifax
Nova Scotia
B3J 1T3
Bid Fax: (902) 496-5016

**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
Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.E.)
Halifax
Nova Scot
B3J 1T3

Title - Sujet RISO - CBO Heavy Civil Works	
Solicitation No. - N° de l'invitation EP899-200440/A	Date 2019-08-06
Client Reference No. - N° de référence du client EP899-20-0440	GETS Ref. No. - N° de réf. de SEAG PW-\$PWA-122-5916
File No. - N° de dossier PWA-9-82016 (122)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-08-22	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Chinye (PWA), Chukwudi	Buyer Id - Id de l'acheteur pwa122
Telephone No. - N° de téléphone (902)401-7604 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 70 CRESCENT STREET SYDNEY NOVA SCOTIA B1S2Z7 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)
(Minor Civil Work)
(Cape Breton)

IMPORTANT NOTICE TO OFFERORS

PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

Prompt Payment Principles

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- **Promptness:** The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- **Transparency:** The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- **Shared responsibility:** Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgation-disclosure/psdic-ppci-eng.html>

PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html>

ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to SC06 Transition to an e-Procurement Solution (EPS).

LISTING OF SUBCONTRACTORS/SUPPLIERS

Take note that "Listing of Subcontractors and Suppliers" has been amended. See GI05 of the General Instructions.

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EP899-200440

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
pwa122

Client Ref. No. - N° de réf. du client
EP899-200440

File No. - N° du dossier
PWA-9-82016

CCC No./N° CCC - FMS No./N° VME

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GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)

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

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

5. Where an Offeror is unable to provide any of the certifications required by subsection 4, it must submit with its offer a completed Integrity Declaration Form, which can be found at Declaration form for procurement.
6. Canada will declare non-responsive any offer in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Offeror provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for award of a contract for providing a false or misleading certification or declaration.

GI02 (2014-03-01) Completion of offer

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

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

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

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

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

GI04 (2015-02-25) Applicable Taxes

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

GI05 Listing of Subcontractors/Supplier

The Bidder must submit the names of Subcontractors/Supplier for the part or parts of the Work listed. See ANNEX C. Failure to do so will result in the disqualification of its bid.

GI06 (2014-03-01) Submission of offer

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

GI07 (2010-01-11) Revision of offer

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

GI08 (2014-09-25) Rejection of offer

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1) of GI11, Canada may reject an offer if any of the following circumstances is present:
 - a. the Offeror's offering privileges are suspended or are in the process of being suspended;
 - b. the offering privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with Canada
 - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the Offeror's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
 - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offer on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI11, Canada may consider, but not be limited to, such matters as:

- a. the quality of workmanship in performing the Work;
 - b. the timeliness of completion of the Work;
 - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - d. the completeness and effectiveness of the Offeror's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1), 2) and 3) of GI11, Canada may reject any offer based on a unfavorable assessment of the;
- a. adequacy of the offer price to permit the work to be carried out and, in the case of a offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - c. Offeror's performance on other contracts.
5. Where Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI11, other than subparagraph 2)(a) of GI11, the contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

GI09 (2015-02-25) Offer costs

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

GI10 (2012-03-02) Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

GI11 (2013-04-25) Compliance with applicable laws

1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licenses, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.

2. For the purpose of validating the certification in paragraph 1) of G114, a Offeror shall, if requested, provide a copy of every valid license, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2) of G114 shall result in disqualification of the offer.

G112 (2010-01-11) Performance evaluation

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

G113 (2011-05-16) Conflict of interest—unfair advantage

1. In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:
 - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by a Offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

G114 (2016-04-04) Code of Conduct for Procurement—offer

The *Code of Conduct for Procurement* provides that Offerors must respond to offer solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the

requirements set out in the offer solicitation and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the offer non-responsive.

SPECIAL INSTRUCTIONS TO OFFEROR'S (SI)

SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to (3) Standing Offers, each for a period of (3) years. The total dollar value of all Standing Offers is estimated to be (\$862,500.00) (HST included). Individual call-ups will vary up to a maximum of (\$40,000.00) (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

SI02 OFFER DOCUMENTS

1. The following are the Offer Documents:
 - a. Request for Standing Offer - Page 1;
 - b. General Instructions to Offeror's- Construction Services
 - c. Special Instructions to Offerors;
 - d. Clauses & Conditions identified in "Call-up Clauses or Resulting Contract Documents;
 - e. Drawings and Specifications;
 - f. Price Proposal form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

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

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this Offer must be submitted in writing to the Contracting Authority named on the Request for Standing Offer (RFSO) Page 1 at e-mail address Chukwudi.chinye @tpsgc-pwgsc.gc.ca. Enquiries should be received no later than (3) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Offerors the Contracting Authority will examine the content of the enquiry and shall decide whether or not to issue an amendment.

3. All enquiries and other communications related to this offer sent throughout the solicitation period must be directed **ONLY** to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the offer being declared non-compliant.

SI04 QUANTITY

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

SI05 PWGSC OBLIGATION

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

SI06 REVISION OF OFFER

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors – Construction Services to Offerors". The facsimile number for receipt of revisions is (902) 496-5016.

SI07 OFFER VALIDITY PERIOD

1. The offer cannot be withdrawn for the period of (30) days following the RFSO closing date.
2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
3. If the extension referred to in paragraph 2 of SI08 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
4. If the extension referred to in paragraph 2 of SI09 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
 - a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the request for proposal.
5. The provisions expressed herein do not in any manner limit Canada's rights in law or under G108.

SI08 WEB SITES

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

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

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

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

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

PWGSC, Industrial Security Services <Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

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

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

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

Performance Bond (form PWGSC-TPSGC 505)
http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf

Trade agreements
<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

1. The following are the “call up” contract documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Price Proposal Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses
 - GC1 General Provisions – Construction Services R2810D (2017-08-17);
 - GC2 Administration of the Contract R2820D (2016-01-28);
 - GC3 Execution and Control of the Work R2830D (2015-02-25);
 - GC4 Protective Measures R2840D (2008-05-12);
 - GC5 Terms of Payment R2850D (2016-01-28);
 - GC6 Delays and Changes in the Work R2860D (2019-05-30);
 - GC7 Default, Suspension or Termination of Contract R2870D (2018-06-21);
 - GC8 Dispute Resolution R2880D (2016-01-28);
 - GC10 Insurance R2900D (2008-05-12);

 - Allowable Costs for Contract Changes under GC6.4.1 R2950D (2015-02-25);
 - Supplementary Conditions
- e. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Offeror before acceptance of the offer; and
- g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3. The language of the contract documents is the language of the Price Proposal Form submitted.

STANDING OFFER PARTICULARS

SOP01 GENERAL

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

SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be from _____ to _____ (3 years from Issuance of standing offer)

SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of (50,000.00) (Applicable Taxes included). Canada will keep track of expenditures and ensure that they do not exceed the maximal allocated total percentage of each retained Offeror.

SOP04 CALL-UP PROCEDURE

1. Services will be called-up as follows:
 - a. Technical Authority will establish the work requirements to be provided. For each individual call-up a proportional distribution process will be used to consider the Offeror's ranking.
 - b. Total lowest pricing received in the Proposals as indicated in Appendix 4 "Evaluation procedures or basis of selection" will determine retained Offeror's. Lowest pricing will qualify as first ranked Offeror, second lowest will qualify as second and so on. The work distribution will be of (50 %) of the business for the top ranked offeror, (35 %) for the

2nd ranked offeror, and (15)% for the 3rd ranked offeror In the event fewer than (3) offerors are successful or that one withdraws following the Standing Offer's attribution, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

The retained Offeror's percentage divided by the percentage of the not-retained.
Example if the 5th initial Offeror of 10% is not used.

$$1 = 40\% / (100\% - 10\%) = 44.4\%$$

$$2 = 20\% / (100\% - 10\%) = 22.2\%$$

$$3 = 16\% / (100\% - 10\%) = 17.8\%$$

$$4 = 14\% / (100\% - 10\%) = 15.6\%$$

- c. The Offeror who is furthest under their respective work distribution percentage in relation to the other Offerors will be selected for the next call-up.
 - d. For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Offeror's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.
2. The Offeror will be authorized in writing by the Contracting Authority to proceed with the work by issuance of a Call-up against the Standing Offer using form 2829. See Annex E

SOP05 STANDING OFFER RESPONSIBLES

Standing Offer Contracting Authority is :

Name : Chukwudi Chinye

Title : Supply Specialist

Department : Public Works and Government Services Canada

Division : Acquisitions Branch

Telephone : 902-401-7604

e-mail : chukwudi.chinye@pwgsc-tpsgc.gc.ca

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

Standing Offer Technical Authority is : (To be determined at issuance of standing offer)

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

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Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

The selected Offeror for the standing offer is : (To be completed by contractor)

Name : _____

Contact : _____

Address : _____

Telephone : ____ - ____ - _____

e-mail : _____

SUPPLEMENTARY CONDITIONS (SC)

SC01 INSURANCE TERMS

- 1) Insurance Contracts
 - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
 - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the agreement. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the agreement and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 2) Period of Insurance
 - (a) The policies required in the Certificate of Insurance must be in force and be maintained throughout the duration of the standing offer period.
 - (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.
- 3) Proof of Insurance
 - (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its offer, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
 - (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.
- 4) Insurance Proceeds

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

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

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SC02 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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APPENDIX 1 - PRICE PROPOSAL FORM

BA01 IDENTIFICATION

Minor Civil Work, Cape Breton, Nova Scotia.

BA02 BUSINESS NAME AND ADDRESS OF OFFEROR

Name:

Address:

Telephone: _____ Fax: _____ PBN: _____

E-mail address:

Industrial Security Program Organisation Number (ISP
ORG#) _____
(when required)

BA03 THE OFFER

TABLE A

No separate payment will be made for mobilization and demobilization of labour or equipment. Mobilization and demobilization costs will be included incidental in the hourly rate charged for labour or that specific piece of equipment during its operation. There will be no call-up for services with a duration of less than four hours operating time.

YEAR 1-

Column A Item	Column B Division Section	Column C Class Of Labour	Column D Unit Of Measurement	Column E Estimated Quantity	Column F Price Per Unit	Column G Extended Price Col E*Col F
1	01 11 00	Site Supervisor	Per Hour	100	\$ _____	\$ _____
2	01 11 00	Labourer	Per Hour	300	\$ _____	\$ _____
3	01 11 00	Hydraulic Excavator (with operator) Minimum 35 Tonne Operating Weight And Minimum 2.0m ³³ Bucket	Per Hour	100	\$ _____	\$ _____
4	01 11 00	Hydraulic Excavator (with operator) Minimum 20 Tonne Operating Weight With Minimum 1.0m ³ Bucket	Per Hour	650	\$ _____	\$ _____
5	01 11 00	Rubber Tire Front End Loader (with operator) With Minimum 3.0m ³ Bucket	Per Hour	100	\$ _____	\$ _____
6	01 11 00	Rubber Tire Backhoe (with operator) With Minimum				

		5.5m Horizontal Reach, Minimum 0.45m³, backhoe Bucket, Minimum 1.35m³Front Bucket, And Minim Mass Of 7,500kg	Per Hour	200	\$ _____	\$ _____
7	01 11 00	Dump Truck (with operator) Minimum 15 Tonne Capacity	Per Hour	160	\$ _____	\$ _____
8	011 11 00	Dump truck (with operator) Minimum 28 tonne Capacity	Per Hour	70	\$ _____	\$ _____
9	01 11 00	Articulated Truck (with operator) minimum 25 tonne payload	Per Hour	10	\$ _____	\$ _____
10	01 11 00	Vibratory Single Drum Roller (with operator) Minimum 4000kg, and minimum 1500m² width drum	Per Hour	10	\$ _____	\$ _____
11	01 11 00	Bulldozer (with operator), minimum 3.9m wide blade and minimum 8.5m³	Per Hour	30	\$ _____	\$ _____

		Capacity				
Services						
12	32 92 21	Hydro seeding with a Minimum of 5000m ² per application	m ²	6000	\$ _____	\$ _____
13	32 91 24	Dry Mulching- with a Minimum of 5000m ² per application	m ²	5500	\$ _____	\$ _____
Aggregates						
14	32 11 23	Imported Cover Soil	Tonne	200	\$ _____	\$ _____
15	32 11 23	Type 1 Aggregate	Tonne	300	\$ _____	\$ _____
16	32 11 23	Type 2 Aggregate	Tonne	300	\$ _____	\$ _____
17	32 11 23	R3 RipRap	Tonne	50	\$ _____	\$ _____
18	32 11 23	Common Clean Fill	Tonne	300	\$ _____	\$ _____
Materials						
19	01 11 00	Miscellaneous Material Allowance	Lump Sum			\$50,000.00
TABLE A-TOTAL- YEAR 1						\$ _____

YEAR 1- TABLE B-

	Column B Division Section	Column C Class Of Labour	Total Estimated Expenditure	OH&P Factor (%)	Extended Price*
1	01 11 00	Miscellaneous Equipment Rental Allowance contractor to bid the OH & P factor	\$20,000.00	_____ %	\$ _____
2	01 11 00	Miscellaneous Material Allowance contractor to bid the OH & P factor	\$20,000.00	_____ %	\$ _____
TABLE B-TOTAL-YEAR 1					\$ _____

* The Extended Price for materials and equipment are each calculated by adding the mark-up quoted to the total estimated expenditure (Example: Year 1, \$500.00 estimated expenditure; 10% mark-up quoted = \$500.00 + (\$500.00 x 10%) = \$550.00)

Year 1 Total: Total Table A+ Total Table B= \$ _____

TABLE A

YEAR 2-

Column A Item	Column B Division Section	Column C Class Of Labour	Column D Unit Of Measurement	Column E Estimated Quantity	Column F Price Per Unit	Column G Extended Price Col E*Col F
1	01 11 00	Site Supervisor	Per Hour	100	\$ _____	\$ _____
2	01 11 00	Labourer	Per Hour	300	\$ _____	\$ _____
3	01 11 00	Hydraulic Excavator (with operator) Minimum 35 Tonne Operating Weight And Minimum 2.0m ³ Bucket	Per Hour	100	\$ _____	\$ _____
4	01 11 00	Hydraulic Excavator (with operator) Minimum 20 Tonne Operating Weight With Minimum 1.0m ³ Bucket	Per Hour	650	\$ _____	\$ _____
5	01 11 00	Rubber Tire Front End Loader (with operator) With Minimum 3.0m ³ Bucket	Per Hour	100	\$ _____	\$ _____
6	01 11 00	Rubber Tire Backhoe (with operator) With Minimum 5.5m Horizontal Reach, Minimum 0.45m ³ , backhoe Bucket, Minimum 1.35m ³ Front	Per Hour	200	\$ _____	\$ _____

		Bucket, And Minim Mass Of 7,500kg				
7	01 11 00	Dump Truck (with operator) Minimum 15 Tonne Capacity	Per Hour	160	\$ _____	\$ _____
8	011 11 00	Dump truck (with operator) Minimum 28 tonne Capacity	Per Hour	70	\$ _____	\$ _____
9	01 11 00	Articulated Truck (with operator) minimum 25 tonne payload	Per Hour	10	\$ _____	\$ _____
10	01 11 00	Vibratory Single Drum Roller (with operator) Minimum 4000kg, and minimum 1500m ²² width drum	Per Hour	10	\$ _____	\$ _____
11	01 11 00	Bulldozer (with operator), minimum 3.9m wide blade and minimum 8.5m ³ Capacity	Per Hour	30	\$ _____	\$ _____
Services						
12	32 92 21	Hydro seeding with a Minimum of 5000m ² per application	m ²	6000	\$ _____	\$ _____

13	32 91 24	Dry Mulching- with a Minimum of 5000m ² per application	m ²	5500	\$ _____	\$ _____
Aggregates						
14	32 11 23	Imported Cover Soil	Tonne	200	\$ _____	\$ _____
15	32 11 23	Type 1 Aggregate	Tonne	300	\$ _____	\$ _____
16	32 11 23	Type 2 Aggregate	Tonne	300	\$ _____	\$ _____
17	32 11 23	R3 RipRap	Tonne	50	\$ _____	\$ _____
18	32 11 23	Common Clean Fill	Tonne	300	\$ _____	\$ _____
Materials						
19	01 11 00	Miscellaneous Material Allowance	Lump Sum			\$50,000.00
TABLE A-TOTAL- YEAR 2						\$ _____

YEAR 2- TABLE B-

	Column B Division Section	Column C Class Of Labour	Total Estimated Expenditure	OH&P Factor (%)	Extended Price*
1	01 11 00	Miscellaneous Equipment Rental Allowance contractor to bid the OH & P factor	\$20,000.00	_____ %	\$ _____
2	01 11 00	Miscellaneous Material Allowance contractor to bid the OH & P factor	\$20,000.00	_____ %	\$ _____
TABLE B-TOTAL-YEAR 2					\$ _____

* The Extended Price for materials and equipment are each calculated by adding the mark-up quoted to the total estimated expenditure (Example: Year 1, \$500.00 estimated expenditure; 10% mark-up quoted = \$500.00 + (\$500.00 x 10%) = \$550.00)

Year 2 Total: Total Table A+ Total Table B= \$ _____

TABLE A**YEAR 3-**

Column A Item	Column B Division Section	Column C Class Of Labour	Column D Unit Of Measurement	Column E Estimated Quantity	Column F Price Per Unit	Column G Extended Price Col E*Col F
1	01 11 00	Site Supervisor	Per Hour	100	\$ _____	\$ _____
2	01 11 00	Labourer	Per Hour	300	\$ _____	\$ _____
3	01 11 00	Hydraulic Excavator (with operator) Minimum 35 Tonne Operating Weight And Minimum 2.0m ³ Bucket	Per Hour	100	\$ _____	\$ _____
4	01 11 00	Hydraulic Excavator (with operator) Minimum 20 Tonne Operating Weight With Minimum 1.0m ³ Bucket	Per Hour	650	\$ _____	\$ _____
5	01 11 00	Rubber Tire Front End Loader (with operator) With Minimum 3.0m ³ Bucket	Per Hour	100	\$ _____	\$ _____
6	01 11 00	Rubber Tire Backhoe (with operator) With Minimum 5.5m Horizontal Reach, Minimum 0.45m ³ , backhoe Bucket,	Per Hour	200	\$ _____	\$ _____

		Minimum 1.35m³Front Bucket, And Minim Mass Of 7,500kg				
7	01 11 00	Dump Truck (with operator) Minimum 15 Tonne Capacity	Per Hour	160	\$ _____	\$ _____
8	011 11 00	Dump truck (with operator) Minimum 28 tonne Capacity	Per Hour	70	\$ _____	\$ _____
9	01 11 00	Articulated Truck (with operator) minimum 25 tonne payload	Per Hour	10	\$ _____	\$ _____
10	01 11 00	Vibratory Single Drum Roller (with operator) Minimum 4000kg, and minimum 1500m² width drum	Per Hour	10	\$ _____	\$ _____
11	01 11 00	Bulldozer (with operator), minimum 3.9m wide blade and minimum 8.5m³ Capacity	Per Hour	30	\$ _____	\$ _____
Services						
12	32 92 21	Hydro seeding with a Minimum of 5000m² per application	m²	6000	\$ _____	\$ _____

13	32 91 24	Dry Mulching- with a Minimum of 5000m² per application	m²	5500	\$ _____	\$ _____
Aggregates						
14	32 11 23	Imported Cover Soil	Tonne	200	\$ _____	\$ _____
15	32 11 23	Type 1 Aggregate	Tonne	300	\$ _____	\$ _____
16	32 11 23	Type 2 Aggregate	Tonne	300	\$ _____	\$ _____
17	32 11 23	R3 RipRap	Tonne	50	\$ _____	\$ _____
18	32 11 23	Common Clean Fill	Tonne	300	\$ _____	\$ _____
Materials						
19	01 11 00	Miscellaneous Material Allowance	Lump Sum			\$50,000.00
TABLE A-TOTAL- YEAR 3						\$ _____

YEAR 3- TABLE B-

	Column B Division Section	Column C Class Of Labour	Total Estimated Expenditure	OH&P Factor (%)	Extended Price*
1	01 11 00	Miscellaneous Equipment Rental Allowance contractor to bid the OH & P factor	\$20,000.00	_____ %	\$ _____
2	01 11 00	Miscellaneous Material Allowance contractor to bid the OH & P factor	\$20,000.00	_____ %	\$ _____
TABLE B-TOTAL-YEAR 3					\$ _____

* The Extended Price for materials and equipment are each calculated by adding the mark-up quoted to the total estimated expenditure (Example: Year 1, \$500.00 estimated expenditure; 10% mark-up quoted = \$500.00 + (\$500.00 x 10%) = \$550.00)

Year 3 Total: Total Table A+ Total Table B= \$ _____

EVALUATED PRICE- YEAR 1 TOTAL + YEAR 2 TOTAL + YEAR 3 TOTAL=\$ _____

The evaluated price will be the amount that will be utilized during the financial evaluation of all offers received.

BA04 OFFER VALIDITY PERIOD

The offer must not be withdrawn for a period of thirty (30) days following the date of solicitation closing.

BA05 SIGNATURE

Name and title of person authorized to sign on behalf of Offeror (Type or print)

Signature

Date

APPENDIX 2 - INTEGRITY PROVISIONS – LIST OF NAMES

(Text copied from the Ineligibility and Suspension Policy
<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

List of names:

All Offerors, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- Offerors that are corporate entities, including those offering as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- Offerors offering as sole proprietors, including sole proprietors offering as joint ventures, must provide a complete list of the names of all owners; or
- Offerors that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of Offers is completed, or has not been received in a procurement process or real property transaction where no Offer will be submitted, the Contracting Authority will inform the Offeror of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render an Offer non-responsive, or the Offeror otherwise disqualified for award of a contract or real property agreement.

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APPENDIX 3 - SCOPE OF WORK (Attached

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APPENDIX 4 - EVALUATION PROCEDURES OR 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.

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APPENDIX 5 - PERIODIC REPORTS

			REPORT TOTALS
COMPANY NAME:		OPENING VALUE:	\$0.00
STANDING OFFER NO.:		Less Usage to Date:	\$0.00
PERIOD OF REPORT:		Balance Remaining:	\$0.00
CALL UP NUMBER	DATE OF CALL UP	CUSTOMER/SHIP NAME	CALL-UP VALUE
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
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			\$0.00
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			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

APPENDIX 6- VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Offerors, bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications on page 2 of 2 will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

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

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

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at page 2 of 2.

If you accept fill out and sign page 2 of 2.

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

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Voluntary Certification

(To be filled out and returned with offer on a voluntary basis)

(page 2 of 2)

Note: The Offeror will be asked to fill out a report every six months or at project completion as per sample

"Voluntary Reports for Apprentices Employed during the Contract" provided at Annex B

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Standing Offer Solicitation Number :

Number of company employees: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

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ANNEX A - CERTIFICATE OF INSURANCE (Not required at solicitation closing)

CERTIFICATE OF INSURANCE



Description and Location of Work Minor Civil Work, Cape Breton.	Contract No.
	Project No. 20162691

Name of Insurer, Broker or Agent Province Postal Code	Address (No., Street)	City
Name of Insured (Contractor) Province Postal Code	Address (No., Street)	City
Additional Insured <i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>		

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability				\$	\$	\$
Umbrella/Excess Liability				\$	\$	\$

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

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

Signature
Date D / M / Y

CERTIFICATE OF INSURANCE Page 2 of 2

General

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

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

The Policy shall be endorsed to provide the Owner with not less than 30 day notice in writing in advance of any cancellation or change or amendment restricting coverage.

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

Commercial General Liability

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

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

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

The policy must have the following minimum limits:

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

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

ANNEX B - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)

(This report is not required at Offer deposit)

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Call-up, whichever comes first, to the Contracting Authority.

Number of apprentices hired	Trade

ANNEX C - LISTING OF SUBCONTRACTORS/SUPPLIERS

LISTING OF SUBCONTRACTORS AND SUPPLIERS

The Bidder must submit the list of Subcontractors/Suppliers for any division of the Work as listed in the table below. If "own forces" of the General Contractor are planned to be used to execute certain division(s) of work, it must also be indicated in the table below.

	Subcontractor/Supplier	Division
1	Not applicable	Not applicable

Solicitation No. - N° de l'invitation
EP899-200440

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
pwa122

Client Ref. No. - N° de réf. du client
EP899-200440

File No. - N° du dossier
PWA-9-82016

CCC No./N° CCC - FMS No./N° VME

ANNEX D – FORM 2829 SAMPLE



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

CALL-UP AGAINST A STANDING OFFER COMMANDE SUBSÉQUENTE À UNE OFFRE PERMANENTE

In accordance with
STANDING OFFER NO.

Conformément à
l'OFFRE PERMANENTE N°

Call-up no. - N° de commande

Dated
and the terms and conditions therein, you are
requested to carry out the work described below.

en date du
et les modalités qui y sont énumérées, vous êtes prié
d'exécuter les travaux décrits ci-après.

Contractor's name and address - Nom et adresse de l'entrepreneur		Send invoice to - Expédier la facture à	
Project no. - N° du projet	Note: Quote standing offer number, project number and call-up number on your invoice. Inscrire le numéro de l'offre permanente, le numéro du projet et le numéro de commande sur la facture.		
Location of work - Endroit des travaux		Call-up cost, GST extra - Coût de la commande, TPS en plus	

Work description - Description des travaux

**SAMPLE ONLY
ÉCHANTILLON SEULEMENT**

Certified pursuant to subsection 32 (1) of the Financial Administration Act
Certifié en vertu du paragraphe 32 (1) de la Loi sur la gestion des finances publiques

Signature

Date

Departmental Representative - Représentant du ministère

Signature

Date

PWGSC-TPSGC 2829 (03/2005)

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 01- General Requirements</u>		
01 11 00	Summary of Work	14
01 35 30	Health and Safety Requirements	5
01 35 43	Environmental Procedures	9
01 71 00	Examination and Preparation	2
01 74 11	Cleaning	1
<u>Division 31 - Earthwork</u>		
31 00 99	Earthworks for Minor Works	2
31 05 17	Aggregate Materials	4
31 11 00	Clearing and Grubbing	4
31 23 10	Excavation, Trenching and Backfilling	3
31 23 13	Rough Grading	3
31 37 10	Rip-Rap	2
<u>Division 32 - Exterior Improvements</u>		
32 11 23	Fill Materials	5
32 15 50	Erosion Control	2
32 91 21	Soil Amendment and Grading	2
32 91 24	Dry Mulching	2
32 92 21	Hydraulic Seeding	6

Appendix 1 - Location of Work

1.1 Precedence

- .1 For Federal Government projects, Division 1 Sections take precedence over technical specification sections in other Divisions of this Project Manual.

1.2 Scope

- .1 The work covered under this project consists of the furnishing of all labour, equipment, and materials to perform miscellaneous minor earthworks, hydraulic seeding, and provision of aggregate materials. The scope of this Standing Offer is intended to aide PWGSC in the implementation of an overall site closure program in which a number of former mining properties are being assessed and remediated.
2. Earthworks, as part of this Standing Offer, will involve excavation, stockpiling, transportation, placement, and grading of rock soil and other soil material. Earthworks will also include infilling of sinkholes and other tasks which will support the overall site management program.
3. Earthworks, hydraulic seeding and provision of aggregate materials will occur at various locations within the defined boundary as specified in the attached figure (Appendix 1, Drawing 1), complete in strict accordance with specifications and drawings, and subject to all terms and conditions of this "standing offer" contract.

1.3 Description

1. The work will consist of, but will not necessarily be limited to the following:
 - .1 Preparation and submission for approval of a Health and Safety Plan, including Hazard Assessments, and an Environmental Management Plan, a Water Control Plan,
-

conforming to the requirements detailed in the associated specifications.

- .2 Rock and Soil excavation, stockpiling, transportation, placement and grading at various locations within the defined Standing Offer boundary.
 - .3 Supply of heavy construction equipment as required.
 - .4 Supply of miscellaneous material as required.
 - .5 Supply manpower, including a site supervisor to carry out work as required.
 - .6 Supply of miscellaneous equipment as required.
 - .7 Hydraulic seeding of variously sized areas.
 - .8 Provision and transport to site of Type 1 Aggregate
 - .9 Provision and transport to site of Type 2 Aggregate
 - .10 Provision and transport to site of R3 Rip Rap.
 - .11 Provision and Transport to site of Common Clean Fill.
 - .12 Provision, and transportation to site of Pit run gavel/ shale/rock fill.
- .2 All work will be on a call-up basis, and will meet the requirements set out in the Standing Offer.
-

- 1.4 Site of Work
- .1 The work to be carried out as part of this Standing Offer will be conducted within the limits defined on the accompanying drawing (Appendix 1, Figure 1).
 - .2 Earthworks, hydraulic seeding and provision of aggregates carried out as part of this Standing Offer will be conducted on properties currently owned by Public Works Government Services Canada.
 - .3 Contractors are advised that call-up to be carried out as part of this Standing Offer can occur anywhere within the limits defined in Appendix 1, Drawing 1, and no separate payment will be made for mobilization and demobilization of labour or equipment. Mobilization and demobilization costs will be included incidental in the hourly rate charged for labour or that specific piece of equipment during its operation. There will be no call-up for services with a duration of less than four hours operating time.
- 1.5 Examination of Site
- .1 No separate examination is required prior to submitting a bid for this Standing Offer. Once the Standing Offer is awarded, and as individual call-ups are initiated, it is recommended that Contractors visit the specific sites for which the call-up is being initiated to aid in the assessment of the condition of the site, the facilities available in the area, the severity, exposure and general uncertainty of the weather conditions, actual site and soil conditions and any other contingencies which may attend the execution of the call-ups.
-

- 1.6 Reports .1 The following reports and documents are available for viewing by the bidders at the PWGSC office at 308 George Street in Sydney, Nova Scotia, prior to submission of tender;
- .1 PWGSC Generic Environmental Protection Plan.
 - .2 PWGSC Class Risk Assessment.
 - .3 PWGSC Generic Mine Working Protocols.
- .2 Information noted in the referenced reports are to be used only as a general information source to provide some detail regarding the general nature of the types of sites the bidder may be required to work on. There will be no compensation to the Contractor for any errors, omissions or discrepancies in the reports. The Departmental representative accepts no responsibility for the accuracy of the information provided in the reports.
- 1.7 Taxes, Permits, Licenses and Certificates, .1 Pay all applicable Federal, Provincial and Municipal Taxes.
- .2 Obtain and pay for all permits, licenses and certificates required for the work including all maintenance cost.
 - .3 Furnish the permits, licenses and certificates to the Departmental Representative prior to start of work.
 - .4 Provide the authorities having jurisdiction with all information as required.
- 1.8 Work Commencement .1 Contractor will mobilize to the site within twenty-four (24) hours of notification from the Departmental
-

representative, provided required documents are in place.

- .2 The Contractor is to make every effort to ensure that sufficient labour, material, plant and equipment are mobilized to site as requested.
- 1.8 Minimum Call-Up
- .1 A minimum of 4 hours will apply to hourly equipment and labour rates that are mobilized to a site as part of a call-up against this Standing Offer.
- 1.9 Payment Items
- .1 Site Supervisor
 - .2 Labourer
 - .3 Operating Hydraulic excavator with a minimum 35 tonne operating weight and a minimum 2.0 cubic metre capacity bucket.
 - .4 Operating Hydraulic excavator with a minimum 20 tonne operating weight and a minimum 1.0 cubic metre capacity bucket.
 - .5 Operating Rubber tire front end loader equipped with a minimum 3.0 cubic metre bucket, pallet forks and snow plow.
 - .6 Operating Rubber tire backhoe with a minimum of 5.5 metre horizontal reach, a minimum of 0.45 cubic metre backhoe bucket, a minimum 1.35 cubic metre front bucket and a minimum mass of 7,500 kilograms.
 - .7 Operating on-highway dump trucks with a minimum 15.0 tonne payload capacity to provide continuous operation as determined by the Departmental representative. Truck boxes to be
-

covered and tailgates to be double secured with chain.

- .8 Operating on-highway dump trucks with a minimum 28.0 tonne payload capacity to provide continuous operation as determined by the Departmental representative. Truck boxes to be covered and tailgates to be double secured with chain.
 - .9 Operating articulated truck with a minimum payload of 25,000 kilograms.
 - .10 Operating self-propelled, vibratory single drum, smooth drum roller with a minimum mass of 4,000 kilograms, minimum 1500 mm width drum.
 - .11 Operating bulldozer with a minimum of 3.9 metre blade width, a minimum 1.6 metre blade height and a minimum of 8.5 cubic metre blade capacity.
 - .12 Miscellaneous equipment rental allowance
 - .13 Miscellaneous Material Allowance
 - .14 Hydroseeding (Minimum area per call 5000 m²)
 - .15 Dry Mulching (minimum area per call 5000m²)
 - .16 Imported Cover Soil
 - .17 Type 1 Aggregate
 - .18 Type 2 Aggregate
 - .19 R3 RipRap
 - .20 Common Clean Fill
-

1.10 Measurement
For Payment

- .1 Site Supervisor
The contractor will provide a general site supervisor to oversee all work sites, which will be measured by actual man hours worked and approved by the Departmental representative. Include incidental to this the cost of a half ton (minimum) truck which is to be used for transportation of supervisor, workers, small equipment and material. All costs must be supported by adequate documentation in the form of time sheets, which must be verified and signed daily by the contractor's Site Supervisor and the Departmental representative
- .1 It is a requirement that the Site Supervisor have completed the following training:
.1 Confined space entry.
.2 First Aid with CPR.
- .2 Labourer
The supply of labour will be measured by the actual labour hours worked as approved by the Departmental representative. All costs must be supported by adequate documentation in the form of time sheets. All time sheets must be verified and signed daily by both the contractor's Site Supervisor and the Site Inspector. The fixed hourly rate will include all cost for basic PPE.
- .3 Operating Hydraulic Excavator
The Hydraulic Backhoe will be paid for at the hourly operating rate for actual time worked by each Backhoe as authorized by the Departmental representative. Hourly operating rates
-

will include the operator, all consumable products, maintenance and repairs.

.4 Operating Rubber Tire Front End Loader

The front end loader will be paid for at the hourly operating rate for actual time worked by each size loader as authorized by the Departmental representative. Hourly operating rates will include the operator, all consumable products, maintenance and repairs.

.5 Operating Rubber Tire Backhoe

The rubber tire backhoe will be paid for at the hourly operating rate for actual time worked as authorized by the Departmental representative. Hourly operating rates will include the operator, all consumable products, maintenance and repairs.

.6 Operating On-Highway Dump Trucks

The dump truck will be paid for at the hourly operating rate for actual time worked as authorized by the Departmental representative. Hourly operating rates will include the operator, all consumable products, maintenance and repairs.

.7 Operating Articulated Truck

The articulating truck will be paid for at the hourly operating rate for actual time worked as authorized by the Departmental representative. Hourly operating rates will include the operator, all consumable products, maintenance and repairs.

.8 Operating Vibratory Roller

The vibrating roller will be paid for at the hourly operating rate for actual

time worked as authorized by the Departmental representative. Hourly operating rates will include the operator, all consumable products, maintenance and repairs.

.9 Operating Bulldozer

The bulldozer will be paid for at the hourly operating rate for actual time worked by each size bulldozer as authorized by the Departmental representative. Hourly operating rates will include the operator, all consumable products, maintenance and repairs.

.10 Miscellaneous Equipment Rental Allowance

The rental of miscellaneous equipment or tools owned by the Contractor will be paid at the actual invoiced cost to cover equipment usage as negotiated and approved by the Departmental representative.

The rental of miscellaneous equipment and tools owned by others will be paid at the actual invoiced cost including appropriate taxes plus an overhead and profit allowance. Cost must be approved by the Departmental representative. All costs must be supported by adequate documentation.

When tendering this unit the Contractor's overhead and profit factor will be entered in the space provided on the Unit Price Table. This factor will then be multiplied by the Miscellaneous Material Allowance principal of \$50,000.00 to determine the total Miscellaneous Equipment Rental Allowance Cost.

The Contractor must make every effort to obtain the best price available for any

specified equipment. The Contractor will obtain a minimum of three (3) quotes on all specified equipment rentals unless advised otherwise by the Departmental representative. All quotes and/ or costs must be preapproved by the Departmental representative. All costs must be supported by adequate documentation.

.11 Miscellaneous Material Allowance

.12 Hydroseeding (5000 m² minimum)

.13 Dry Mulching

.14 Type 1 Aggregate

.15 Type 2 Aggregate

.16 R3 RipRap

.17 Common Clean Fill

1.11 Contractor's
Use of Site

.1 The Contractor is advised that the construction operations, including storage of materials, for this contract must not interfere with the general activity or the operations at or near the site where the Contractor is working as well as sites adjacent to the site the Contractor is working.

.2 Co-operate with other Contractors in carrying out their respective works and carry out instructions from Departmental Representative.

.3 The Contractor will be solely responsible for arranging the storage of materials on or off the site; any

materials stored at the site which interfere with any of the day to day activities at or near the site will be moved promptly at the Contractor's expense upon request by the Departmental representative. All arrangements for space and access will be made by the Contractor.

- .4 Exercise care so as not to obstruct or damage public or private property in the area.
- .5 At completion of work, restore adjacent areas to the original condition. Damage to ground and property will be repaired by the Contractor. Remove all construction materials, residue, excess, etc., and leave site in a condition acceptable to the Departmental representative.

1.12 Protection

- .1 Store and protect all materials and equipment to be incorporated into the work to prevent damage by any means.
- .2 Repair or replace all materials or equipment, which have become damaged in transit or storage, to the satisfaction of, and at no cost to, the Departmental representative.

1.14 Site Security

- .1 The Contractor is responsible for complete security for the work site as required for the protection of equipment, materials and the general public.
 - .2 The Contractor shall erect temporary site enclosures, barricades and fencing, where required by the Departmental representative, to prevent unauthorized entry, pilferage and vandalism.
-

- .3 The Contractor shall close off the construction zone to all non-authorized personnel and visitors to ensure that Health and Safety Regulations are met.
 - .4 The Contractor shall ensure all their employees entering the work site receive a safety briefing from the Health and Safety Officer and ensure they comply with same.
- 1.15 Existing Services
- .1 Before commencing work, establish location and extent of service lines in area of work and notify the Departmental representative of findings in writing.
 - .2 Submit schedule to and obtain approval from the Departmental representative for any shutdown or closure of active service or facility. Adhere to approved schedule and provide notice to affected parties.
 - .3 Where unknown services are encountered, immediately advise the Departmental representative and confirm findings in writing.
 - .4 Record locations of maintained, re-routed and abandoned service lines.
 - .5 Prior to any intended interruption of services, obtain permission from Departmental Representative and utility company.
- 1.16 Project Meetings
- .1 The Departmental representative will arrange the time and location of all project meetings.
 - .2 The Departmental Representative will assume responsibility for recording minutes of meetings, where required, and will forward a copy to participants for
-

review within two working days after the meeting.

- .3 The Contractor will have a member of their organization present at all Project Meetings, who will have the capability of making decisions about the call-up and the progression of the work.

 - .17 Documents Required
 - .1 Maintain at job site, one (1) copy of each of the following:
 - .1 Drawings
 - .2 Specifications
 - .3 Addenda
 - .4 Other modifications to Contract
 - .5 Field test reports
 - .6 Copy of approved work schedule
 - .7 Health and Safety Plan
 - .8 Hazard Assessment/Analysis Forms
 - .9 Environmental Management Plan
 - .10 Water Management Plan
 - .11 Other Documents as required.

 - 1.18 Smoking Precaution
 - .1 The Contractor must adhere to the Federal Government "No Smoking" policy while in Federal facilities and buildings.

 - 1.19 Relics and Antiquities
 - .1 Protect relics, antiquities, items of historical or scientific interest.
 - .2 Give immediate written notice to the Departmental representative and await the Departmental representative's written instructions before proceeding with work in the area.
 - .3 Relics, antiquities and items of historical or scientific interest remain her Majesty's property.

 - 1.20 Salvageable
 - .1 Any material salvaged from the
-

Materials

operations will remain her Majesty's property and be stored as directed by the Departmental representative.

1.21 Special Considerations

- .1 All information and data gathered as part of the Contractor's tender submission and/or execution of this project shall be **"strictly confidential"**. This information will be submitted in writing to the Departmental representative if requested.

1.22 Invoicing

- .1 Contractor shall submit project breakdown forms signed by the Departmental representative with the invoice. No invoice will be considered for payment unless accompanied by a signed project breakdown form.
- .2 Invoice must show:
- .1 Project Number.
 - .2 Call-Up/PO Number.
 - .3 Period of time covered by the invoice.
 - .4 Location of work.
 - .5 Description of work.
 - .6 Name of person who authorized work.
 - .7 Quantity broken down as per Unit Price Table.
- .3 In the event of a dispute, the Contractor is to make any and all records available to the Department to substantiate invoiced amount.

1.23 Material Supplied

- .1 The Contractor shall be responsible for the delivery of all specified
-

By Others

material supplied by the Owner.

PART 1 - GENERAL

1.1 SECTION
INCLUDES

- .1 Health and safety considerations required to ensure that PWGSC shows due diligence towards health and safety on construction sites, and meets the requirements laid out in PWGSC/RPB Departmental Policy DP 073 - Occupational Health and Safety - Construction.

1.2 PRECEDENCE

- .1 For Federal Government projects, Division 1 Sections take precedence over technical specification sections in other Divisions of this Project Manual.

1.3 REFERENCES

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.
- .2 Health Canada/Workplace Hazardous Materials Information System (WHMIS).
 - .1 Material Safety Data Sheets (MSDS).
- .3 Province of Nova Scotia
 - .1 Occupational Health and Safety Act, S.N.S. 1996.

1.4 SUBMITTALS

- .1 Submit site-specific Health and Safety Plan prior to commencement of Work. Health and Safety Plan must include:
 - .1 Results of site specific safety hazard assessment.
 - .2 Results of safety and health risk or hazard analysis for site tasks and operation.
 - .3 Safe work procedures for tasks to be undertaken as part of the project activities.
 - .4 Excavation Plan for all areas outlining excavation and removal procedures on each site.
 - .5 Details of arrangements to prevent

public access to the sites.

- .2 Submit Contractor's authorized representative's work site health and safety inspection reports to Departmental Representative weekly.
- .3 Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- .4 Submit copies of incident and accident reports within 24 hours of the occurrence.
- .5 Submit WHMIS MSDS - Material Safety Data Sheets.
- .6 Departmental Representative will review Contractor's site-specific Health and Safety Plan and provide comments to Contractor within 2 days after receipt of plan. Revise plan as appropriate and resubmit plan to Departmental Representative.
- .7 Departmental Representative's review of Contractor's final Health and Safety plan should not be construed as approval and does not reduce the Contractor's overall responsibility for construction Health and Safety.
- .8 Medical Surveillance: where prescribed by legislation, regulation or safety program, submit certification of medical surveillance for site personnel prior to commencement of Work, and submit additional certifications for any new site personnel to Departmental Representative.
- .9 On-site Contingency and Emergency Response Plan: address standard operating procedures to be implemented during emergency situations.

1.5 SAFETY
ASSESSMENT

- .1 Perform site specific safety hazard assessment related to project.

-
- 1.8 MEETINGS .1 Schedule and administer Health and Safety meeting with Departmental Representative prior to commencement of Work.
- 1.9 REGULATORY REQUIREMENTS .1 Do Work in accordance with Regulatory Requirements.
- 1.10 PROJECT/SITE CONDITIONS .1 Work at site may involve contact with:
.1 Coal fines.
.2 Coal mine waste rock material.
.3 Airborne dust resulting from the movement of surface soils.
.4 Acid rock drainage resulting from surface run-off from precipitation or groundwater associated with the Summit Waste Rock Pile, situated north of the contract area.
.5 Areas of bootleg mine workings with the potential for subsidence.
.6 Subsidence areas where subgrade is unconsolidated and instable.
.7 Areas of illegal dumping with domestic and heavy garbage/debris.
- 1.11 GENERAL REQUIREMENTS .1 Develop written site-specific Health and Safety Plan based on hazard assessment prior to beginning site Work and continue to implement, maintain, and enforce plan until final demobilization from site. Health and Safety Plan must address project specifications.
.2 Departmental Representative may respond in writing, where deficiencies or concerns are noted and may request re-submission with correction of deficiencies or concerns.
- 1.12 RESPONSIBILITY .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent

that they may be affected by conduct of Work.

- .2 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, safe work practices and/or standard operating procedures provided by the Departmental Representative and with site-specific Health and Safety Plan.

1.13 COMPLIANCE
REQUIREMENTS

- .1 Comply with Occupational Health and Safety Act, Occupational Safety General Regulations, N.S. Reg.
- .2 Comply with Canada Labour Code, Canada Occupational Safety and Health Regulations.

1.14 UNFORSEEN
HAZARDS

- .1 When unforeseen or peculiar safety-related factor, 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 immediately and in writing within 24 hrs of identification of factor, hazard or condition.

1.15 HEALTH AND
SAFETY CO-ORDINATOR

- .1 Employ and assign to Work, competent and authorized representative as Health and Safety Co-coordinator. Health and Safety Co-coordinator must:
 - .1 Have minimum 2 years site-related working experience specific to activities associated with heavy civil projects.
 - .2 Have working knowledge of occupational safety and health regulations.
 - .3 Be responsible for completing Contractor's Health and Safety Training Sessions and ensuring that personnel not

successfully completing required training are not permitted to enter site to perform Work.

.4 Be responsible for implementing, enforcing and monitoring site-specific Contractor's Health and Safety Plan.

1.16 POSTING OF DOCUMENTS

- .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of Province having jurisdiction, and in consultation with Departmental Representative.

1.17 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 may stop Work if non-compliance of health and safety regulations is not corrected.

1.18 BLASTING

- .1 Blasting or other use of explosives is not permitted on site.

1.19 BURNING

- .1 The burning of materials is not permitted on site.

1.20 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.

PART 1 - GENERAL

1.1 RELATED
SECTIONS

.1 not used

1.2 REFERENCES

- .1 Canadian Council of Ministers of the Environment (CCME), Environmental Quality Guidelines.
- .2 Canadian Council of Ministers of the Environment, Canadian Environmental Quality Guidelines, Canadian Water Quality Guidelines for the Protection of Aquatic Life: TOTAL PARTICULATE MATTER, Canadian Council(1992, updated 2002). Provided in Appendix C.
- .3 Nova Scotia Department of Environment and Labour, Air Quality Regulations, Section 112 of the *Environment Act*.
- .4 Nova Scotia Department of Environment and Labour, Erosion and Sedimentation Control Handbook for Construction Sites.
- .5 Environment Canada, Section 36(3) of the *Fisheries Act*, prohibits the planned or accidental discharge of deleterious substances to waters frequented by fish.
- .6 Environment Canada, *Migratory Birds Convention Act*, prohibits the deposit of oil, oil wastes, or other substances harmful to migratory birds or in any area frequented by birds.
- .7 Environment Canada, The Federal Policy on Wetland Conservation.

1.3 ENVIRONMENTAL
PROTECTION PLAN

- .1 Prepare in writing a site specific Environmental Protection Plan in order to clearly define environmental protection

measures. The plan must expand on the use of materials, products, procedures, and application techniques that respond to and have effects on the environment and contingency plans to deal with environmental problems that may arise due to the work.

- .2 The Environmental Protection Plan must incorporate any activities to be undertaken by sub-contractors if any are employed in the process. The Environmental Protection Plan must, at a minimum address the following elements:
 - .1 Introduction
 - .2 Mandate
 - .3 Goals and Objective
 - .4 Roles and Responsibilities
 - .5 Project Description
 - .6 Mitigation Procedures
 - .7 Emergency and Contingency Plans
 - .8 Key Contact List

- .3 As sub-sections to the Mitigation Procedures there will be the following:
 - .1 Petroleum, Oils, Lubricant Materials
 - .2 Grubbing and Materials Excavation on Land
 - .3 Waste Management
 - .4 Water Management
 - .5 Equipment Movement (Truck Traffic and Cleaning of truck Tires)
 - .6 Dust Control
 - .7 Erosion Control
 - .8 Noise Control
 - .9 Solid Waste Disposal
 - .10 Sewage Disposal
 - .11 Fencing

- .4 As sub-sections to the Emergency and Contingency Plans there will be the following:
 - .1 Fuel and Hazardous Materials Spills
 - .2 Travel Load Loss

.3 Heritage Resources

- .5 Each sub-section will include:
- .1 Principal Environmental Concerns
 - .2 Environmental Protection Procedures
- .6 The Departmental Representative is to review the EPP prior to any work commencing on site.
- .1 A draft EPP must be submitted to the Departmental Representative 5 working days prior to any activity commencing on the site.
 - .2 The Departmental Representative's review of the Contractor's Plan will not relieve the Contractor of the responsibility for compliance with applicable environmental regulations.
- .7 Each Contractor's employee is to be provided an orientation on the final Environmental Protection Plan prior to work commencing on the site. The Contractor will keep a record of the employees and their orientation sessions. Copies of the Environmental Protection Plan will be made available to employees.
- .8 Once the Plan has been submitted to the Departmental Representative, the Contractor must take the necessary steps to ensure its full implementation over the course of the project.
- .9 Submission of the Environmental Protection Plan does not relieve the Contractor in his/her overall responsibilities for Health and Safety of workers or for his/her environmental responsibilities, including use, storage and disposal of materials in accordance with governing laws and regulations.

1.4 FIRES

- .1 Fires and burning of any materials on site

are not permitted.

1.5 DISPOSAL OF WASTES

- .1 Burying of rubbish and waste materials on site is not permitted except as directed by the Departmental Representative or as specified herein.
- .2 All waste or volatile materials, such as mineral spirits, oil or paint thinner shall be disposed of in such a manner as to prevent entry into nearby watercourses, storm or sanitary sewers.
- .3 All waste materials or other materials shall be disposed of in such a way as to prevent entry into nearby watercourses.
- .4 All waste material, except as specified herein, is to be disposed of at an approved waste disposal site in a manner in accordance with applicable Federal and Provincial laws and regulations.
- .5 All construction wastes and debris are to be confined to the site limits, stored in suitable, secure piles where possible, and graded as determined by the Departmental Representative. Periodic removal of waste from the site is required (daily upon accumulation).

1.6 DRAINAGE

- .1 Provide temporary drainage and pumping as necessary to keep excavations and site free from water.
- .2 Control, filtration and/or treatment of natural runoff, induced runoff or any water containing suspended materials is required.
- .3 All stockpiled material must be managed to prevent erosion and silt-laden runoff.
- .4 All work areas to be graded to prevent the ponding of water. Runoff from any exposed

soil areas must be controlled by water control methods such as silt fences to prevent run-off from the site and potential siltation of the adjacent watercourse. The contractor is responsible for ensuring that all environmental controls are maintained under all weather conditions encountered and that suspended solids levels in water leaving the site are maintained at the levels described below.

- .5 Water released to the environment must be carried out in a manner to avoid disturbance of the receiving watercourse and meet all applicable Federal and Provincial regulations and guidelines.
- .6 Field monitoring of the surface water quality for discharges from the construction areas as well as at downstream, upstream and background locations for turbidity, pH, and Electrical Conductivity and potential other parameters (if determined appropriate by the Departmental Representative) will be undertaken by the Departmental Representative. Further laboratory testing for surface water chemistry will be undertaken at the discretion of the Departmental Representative and costs paid by the Departmental Representative.
7. Contractors requirements for compliance for field turbidity measurements to mitigate total suspended solids will be in accordance with the CCME Environmental Quality Guidelines for high flow periods. Acceptable levels for turbidity will not exceed 8 NTUs at anytime when the background turbidity is between 8 and 80 NTUs, nor will it increase more than 10% of background when background is >80 NTUs at anytime. Should an unacceptable level be present, work will be stopped as directed by the Departmental

Representative. The Contractor will not be allowed any extra compensation or time resulting from this suspension of work.

8. Should contamination other than impacts from suspended solids (i.e turbidity) be identified that are determined to be pre-existing, the Departmental Representative will pay the costs of associated treatment, however, delays to the Contractor will not be considered additional cost. Should contamination be resultant from the Contracted activities, the Contractor will be required to implement appropriate treatment measures and bear all associated costs.

1.7 WORK ADJACENT
TO WATERWAYS/WETLANDS

- .1 Do not operate construction equipment in waterways/wetlands.
- .2 Do not deposit excavated fill, waste material or debris in waterways/wetlands.
- .3 Do not skid logs or construction materials across waterways/wetlands.
- .4 The Contractor is to store equipment and establish project staging in previously disturbed areas and not on wetlands.

1.8 POLLUTION
CONTROL

- .1 Maintain temporary erosion and pollution control features installed under this contract.
- .2 Air Pollution
 - .1 Control emissions from equipment and plant to local authorities emission requirements.
 - .2 Cover or wet down dry materials and rubbish to prevent blowing dust or debris.
 - .3 Transport dusty materials in covered haulage vehicles.
 - .4 Public roadways and existing site road shall be kept clean and free of mud

to the satisfaction of the Departmental Representative.

.5 Monitoring of dust that might be associated with any of the construction activities may be performed by the Departmental Representative. A one hour perimeter action level of $108 \mu\text{g}/\text{m}^3$ for PM_{10} using real-time instrumentation will be used for monitoring and evaluation of action levels (i.e. potential site-shut down). The monitoring perimeter will be defined as the contract work area boundary as defined on the construction drawings. In the event of a shut-down, the work will not recommence until mitigation measures have been implemented and dust has been reduced to acceptable levels.

.3 Noise Pollution

.1 Establish and maintain site procedures such that noise levels from construction areas are minimized.

.2 Control noise level in accordance with local by-laws.

.3 Use vehicles and equipment equipped with efficient muffling devices.

.4 Provide and use devices that will minimize noise level in construction area.

.4 Refueling Areas

.1 Review in detail proposed route of construction to plan areas, access routes and fueling areas.

.2 Establish suitable fueling and maintenance areas and obtain approval from the Departmental Representative.

.3 Do not refuel or maintain equipment adjacent to or in watercourses.

.4 Do not fuel equipment within 30 meters of any watercourses.

.5 Cleaning Equipment

.1 Do not clean equipment in water watercourses.

.2 Clean construction equipment prior to

driving on public roadways.

.3 Do not clean equipment in locations where debris can gain access to watercourses.

.6 Spills:

.1 Keep all materials required for clean-up of spillages readily accessible on site.

.2 Be prepared at all times to intercept, clean-up and dispose of any spillage that may occur whether on land or water.

1.9 WATER
MANAGEMENT PLAN

.1 Prepare in writing a Water Management Plan.

The plan must detail the handling methods for all waters that may be present on the project site. The plan must address water handling during all stages of construction as well as periods of construction suspension.

.2 The Water Management Plan must incorporate any activities to be undertaken by subcontractors if any are employed in the process.

.3 A draft Water Management Plan must be submitted to the Departmental Representative 5 working days prior to any activity commencing on the site.

.4 Once the Plan has been submitted to the Departmental Representative, the Contractor must take the necessary steps to ensure its full implementation over the course of the project.

.5 Submission of the Water Management Plan does not relieve the Contractor in his/her overall responsibilities for Health and Safety of workers or for his/her environmental responsibilities, including release of waters in accordance with

governing laws and regulations.

1.10 REGULATIONS

- .1 The work will be carried out in accordance with all applicable Provincial and Federal regulations.
- .2 The Contractor will be responsible for obtaining all applicable permits.

1.11 REPORTING

- .1 All releases of hazardous substances into the environment (e.g. ground, water, drains, sewer systems, ditches, roads, parking areas, etc.) shall be reported to the Engineer as soon as possible.

1.12 INSPECTION

- .1 The project site from time to time may be inspected by the Departmental Representative and/or Enterprise Cape Breton Corporation auditors to ensure compliance with Federal, Provincial and local environment requirements.
- .2 All spills reported under paragraph 1.11 of this section are subject to inspection by the Departmental Representative to confirm cleanup and disposal have been carried out satisfactorily (including confirmatory sampling at the expense of the Contractor).

PART 1 - GENERAL

- 1.1 PRECEDENCE .1 For Federal Government projects, Division 1 Sections take precedence over technical specification sections in other Divisions of this Project Manual.
- 1.2 QUALIFICATIONS OF SURVEYOR .1 Qualified registered land surveyor, licensed to practice in Nova Scotia, acceptable to Departmental Representative.
- 1.3 SURVEY REFERENCE POINTS .1 Existing base horizontal and vertical control points will be provided.
- .2 Locate, confirm and protect control points prior to starting site work. Preserve permanent reference points during construction.
- .3 Make no changes or relocations without prior written notice to Departmental Representative.
- .4 Report to Departmental Representative when reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
- .5 Require surveyor to replace control points in accordance with original survey control.
- 1.4 SURVEY REQUIREMENTS .1 Establish lines and levels. Locate and lay out by instrumentation provided by Contractor.
- .2 Stake for grading, fill removal and placement.
- .3 Stake slopes and berms.
- .4 Establish pipe invert elevations.

1.5 RECORDS

- .1 Maintain a complete, accurate log of control and survey work as it progresses.
- .2 On completion of work, prepare a certified survey showing dimensions, locations, angles and elevations of Work. Survey to be submitted in electronic format.

1.6 SUBMITTALS

- .1 Submit name and address of Surveyor to Departmental Representative.
- .2 On request of Departmental Representative, submit documentation to verify accuracy of field engineering work.
- .3 Submit certificate signed by surveyor certifying those elevations and locations of completed Work that conform and do not conform with Contract Documents.

PART 1 - GENERAL

1.1 REGULATIONS

- .1 Shore and brace excavations, protect slopes and banks and perform all work in accordance with Provincial and Municipal regulations whichever is more stringent.

1.2 TESTS AND INSPECTIONS

- .1 Do not begin backfilling or filling operations until material has been approved for use by Departmental Representative.
- .2 Notify Departmental Representative before backfilling or filling with approved material so that Departmental Representative has option to conduct compaction tests.
- .3 Before commencing work, conduct, with Departmental Representative, condition survey of existing structures, trees and other plants, lawns, fencing, service poles, wires, rail tracks and paving, survey bench marks and monuments which may be affected by work.

1.3 BURIED SERVICES

- .1 Before commencing work, establish the location of all buried services on and adjacent to the site.
- .2 Arrange with appropriate authority for relocation of buried services that interfere with execution of work.

1.4 PROTECTION

- .1 Protect excavations from freezing.
- .2 Keep excavations clean, free of standing water, snow, ice and loose soil.
- .3 Where soil is subject to significant volume change due to change in moisture content, cover and protect to Departmental Representative's approval.
- .4 Protect natural and man-made features required to remain undisturbed. Unless otherwise indicated or located in an area to be occupied by new construction, protect existing trees from damage.
- .5 Protect buried services that are required to remain

undisturbed.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION

3.1 SITE PREPARATION .1 Remove obstructions, ice and snow, from surfaces to be excavated within limits indicated.

3.3 EXCAVATION .1 Excavate to elevations, dimensions, lines and grades, as directed by the Departmental Representative.

.2 Stockpile in locations as directed by the Departmental representative.

3.4 BACKFILLING .1 Inspection: do not commence backfilling until fill material and spaces to be filled have been inspected and approved by Departmental Representative.

.2 Remove snow, ice, construction debris, organic soil and standing water from spaces to be filled.

.3 Lateral support: maintain even levels of backfill around structures as work progresses, to equalize earth pressures.

3.5 GRADING .1 Grade so that water will drain away from buildings, walls and paved areas, to catch basins and other disposal areas approved by Departmental Representative. Grade to be gradual between finished spot elevations shown on drawings.

PART 1 - GENERAL

1.1 RELATED
SECTIONS

- .1 Section 01 71 00 - Examination and Preparation.
- .2 Section 31 23 10 - Excavating, Embankment and Compaction.

1.2 REFERENCES

- .1 U.S. Environmental Protection Agency (EPA)/Office of Water
 - .1 EPA 832R92005, Storm Water Management for Construction Activities: Developing Pollution Prevention Plans and Best Management Practices.

1.3 DEFINITIONS

- .1 Clearing consists of cutting off standing trees, brush, scrub, roots, stumps and embedded logs, removing at, or close to, existing grade. Harvesting of trees greater than 250 mm diameter is to be performed if said trees cannot be handled by the chipping machine. Chipping trees of a diameter less than 250 mm diameter and small brush is to be performed, and larger trees are to be chipped as well if site equipment can handle said trees. Trees harvested are the property of the contractor. The chipped material is to be transported and stockpiled at the designated stockpile area.
- .2 Grubbing consists of excavation of surficial organics, stumps and root systems, by means of a root rake complete with grapple attached to a suitably sized excavator, to expose the underlying soils to be screened for cover soil. Stumps and large roots resultant from the grubbing operation are to be chipped. The chipped material is in turn to be transported and stockpiled in the designated stockpile area.

- 1.4 QUALITY ASSURANCE .1 Do construction occupational health and safety in accordance with Section 01 35 30 - Health and Safety Requirements.
- .2 Safety Requirements: worker protection.
 .1 Workers must wear personnel protective equipment and protective clothing when utilizing a chain saw.
- 1.5 STORAGE AND PROTECTION .1 Prevent damage to trees and root systems outside the contract area, natural features, bench marks, water courses and root systems of trees which are to remain.
 .1 Repair damaged items to approval of the Owner's Representative.
 .2 Be alert and not contribute to the start of a fire. Burning is not permitted on site unless at the direction of the Departmental Representative.
- PART 2 - PRODUCTS Not Used.
- PART 3 - EXECUTION
- 3.1 TEMPORARY EROSION AND SEDIMENTATION CONTROL .1 Requirements identified in Section 01 35 43 - Environmental Procedures
- 3.2 PREPARATION .1 Inspect site and verify with Owner's Representative items designated to remain.
 .2 Contractor is required to have areas to be cleared and grubbed staked by a registered land surveyor.
 .3 Locate and protect utility lines: preserve in operating condition active utilities traversing site.
 .1 Notify Owner's Representative immediately of damage to or when unknown existing utility lines are encountered.

- .4 Notify utility authorities before starting clearing and grubbing.
- .5 Keep roads and walks free of dirt and debris.
- 3.3 APPLICATION .1 Manufacturer's instructions: comply with manufacturer's written recommendations or specifications, including product technical bulletins, handling, storage and installation instructions, and datasheet.
- 3.4 CLOSE-CUT CLEARING .1 Close cut clearing to ground level.
- 3.5 GRUBBING .1 Remove and mulch roots larger than 3.0 cm in diameter, matted roots, and designated stumps from indicated grubbing areas.
 - .2 Grub out stumps and roots to not less than 200 mm below ground surface.
 - .3 Grubbing operation to be performed utilizing a root rake complete with grapple attached to an excavator of suitable size to perform the task intended. While the material being grubbed is suspended from the root rake / grapple, the material is to be shaken to dislodge vegetation layer, topsoil and seeds onto the exposed topsoil below before it leaves the point of excavation.
- 3.6 REMOVAL AND STOCKPILING .1 Remove large and matted roots and stumps, and temporarily stockpile until operation is set up to chip said material. Chipped material is to be placed in the stockpile area under direction of Departmental Representative. Surficial rock fragments and boulders are to be retrieved and stored in the oversize pile in the designated stockpile area.
 - .2 The cutting off of standing trees less than 250 mm diameter, brush, scrub, roots,

stumps and embedded logs, removing at, or close to, existing grade is to be run through a chipper. The chipped material is to be stockpiled on the designated site area for future use by others.

- .3 The cutting off of standing trees 250 mm diameter or greater is to be harvested and removed from site, unless the chipper is able to handle trees of this sizing, in which case they are to be chipped and the chipped material transported and stockpiled in the designated stockpile area.

3.7 FINISHED SURFACE

- .1 Leave ground surface in condition suitable for stripping of topsoil to approval of the Owner's Representative.

3.8 CLEANING

- .1 Proceed in accordance with Section 01 74 11 - Cleaning.
- .2 On completion and verification of performance of work, remove surplus materials, excess materials, rubbish, tools and equipment.

PART 1 - GENERAL

1.1 RELATED
SECTIONS

- .1 Section 01 33 00 - Submittal Procedures.
- .2 Section 01 35 43 - Environmental Procedures.
- .3 Section 31 24 13 - Excavation, Trenching and Backfilling.
- .4 Section 32 11 23 - Fill Materials

1.2 REFERENCES

- .1 American Society for Testing and Materials (ASTM)
 - .1 ASTM D 4791-99, Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate.
 - .2 ASTM D 5744-07 Standard Test Method for Laboratory Weathering of Solid Materials Using a Humidity Cell.

1.3 SUBMISSIONS AND
SAMPLES

- .1 Sampling and testing of aggregates required to confirm compliance with the specifications is the responsibility of Contractor.
- .2 Inform Departmental Representative at least two (2) weeks prior to commencing Work and prior to changing proposed source(s) of fill materials and provide access to the Departmental Representative for inspection and/or sampling.
- .3 Departmental Representative may, at his/her discretion, carry out confirmatory testing of aggregates. Submit 70 kg samples of aggregates in accordance with Section 01 33 00 - Submittal Procedures, if requested by Departmental Representative. Samples may be requested by the Departmental Representative from the borrow area, production line, stockpiles or in-situ after placement.

The cost of sampling and repairing areas from in-situ after placement sampling shall be borne by Contractor.

- .4 Pay the cost of testing of aggregates by Departmental Representative which fail to meet specified requirements.
- .5 Submit laboratory test results confirming all materials are non-acid rock drainage (ARD) generating.

1.4 WASTE
MANAGEMENT AND
DISPOSAL

- .1 Separate waste materials for reuse and recycling in accordance with Waste Management Plan Section 01 35 43 - Environmental Procedures.

PART 2 - PRODUCTS

2.1 MATERIALS

- .1 Aggregate quality of Type 1 and Type 2 granulars, riprap, and clear stone: sound, hard, durable material free from soft, thin, elongated or laminated particles, organic material, clay lumps or minerals, or other substances that would act in deleterious manner for use intended.
- .2 Type 1, and Type 2 granulars shall be produced from crushed or fractured bedrock fragments with 100% fractured faces or crushed from cobbles or boulders greater than 300 mm diameter.
- .3 Clearstone, Type 1 and Type 2 granulars shall not deteriorate when exposed to air and water and shall be resistant to deterioration by cycles of wetting, drying, freezing, and thawing.
- .4 Fine aggregates satisfying requirements of applicable section to be one, or blend of following:
 - .1 Natural sand.
 - .2 Manufactured sand.

- .3 Screenings produced in crushing of quarried rock, boulders, gravel or slag.
- .5 Coarse aggregates for Type 1 and Type 2 granular fill and Type C4 clear stone satisfying requirements of applicable section to be one of or blend of following:
 - .1 Crushed rock.
 - .2 Gravel and crushed gravel composed of naturally formed particles of stone.

Part 3 - Execution

3.1 PREPARATION

- 1. Handling
 - .1 Handle and transport aggregates to avoid segregation, contamination and degradation.
- .2 Stockpiling
 - .1 Stockpile aggregates on site in locations as directed.
 - .2 Stockpile aggregates in sufficient quantities to meet Project schedules.
 - .3 Stockpiling sites to be level, well drained, and of adequate bearing capacity and stability to support stockpiled materials and handling equipment.
 - .4 Except where stockpiled on acceptably stabilized areas, provide compacted sand base not less than 300 mm in depth to prevent contamination of aggregate. Stockpile aggregates on ground but do not incorporate bottom 300 mm of pile into Work.
 - .5 Separate different aggregates by strong, full depth bulkheads, or stockpile far enough apart to prevent intermixing.
 - .6 Do not use intermixed or contaminated materials. Remove

and dispose of rejected materials as within 48 h of rejection.

- .7 Stockpile materials in uniform layers of thickness as follows:
 - .1 Max 1.5 m for coarse aggregate and base course materials.
 - .2 Max 1.5 m for fine aggregate and sub-base materials.
 - .3 Max 1.5 m for other materials.
- .8 Uniformly spot-dump aggregates delivered to stockpile in trucks and build up stockpile as specified.
- .9 Do not cone piles or spill material over edges of piles.
- .10 Do not use conveying stackers.
- .11 During winter operations, prevent ice and snow from becoming mixed into stockpile or in material being removed from stockpile.
- .3 Leave aggregate stockpile site in tidy, well drained condition, free of standing surface water.

3.2 UNUSED AGGREGATES:

- .1 Leave any unused aggregates (that have been paid for by Departmental Representative under this contract) in neat compact stockpiles.

PART 1 - GENERAL

- 1.1 THE WORK .1 This work is for the supply of all labour, equipment and materials necessary to perform the work as requested by the Departmental Representative and as specified herewithin. Work includes, but is not limited to, excavation and backfilling of waste rock, common fill, rock, and sediments and placement on the areas designated by the Departmental Representative.
- 1.2 RELATED SECTIONS .1 Section 31 00 99 - Earthworks for Minor Works
.2 Section 31 23 13 - Rough Grading.
.3 Section 32 15 50 - Erosion Control
- 1.3 REFERENCES .1 Not used.
- 1.4 SUBMITTALS .1 Not used.
- 1.5 QUALITY ASSURANCE .1 Health and Safety Requirements:
.1 Do construction occupational health and safety in accordance with Section 01 35 30 - Health and Safety Requirements.
- 1.6 EXISTING CONDITIONS .1 Buried services:
.1 Before commencing work verify location of buried services on and adjacent to site.
.2 Confirm locations of recent excavations adjacent to area of excavation.
.3 Where required for excavation, cut roots or branches as directed by Department Representative.

PART 2 - PRODUCTS

- 2.1 MATERIALS .1 All backfill material referenced in this

section consist of spoil from noted excavations.

PART 3 - EXECUTION

3.1 TEMPORARY
EROSION AND
SEDIMENTATION
CONTROL

- .1 Provide temporary erosion and sedimentation control measures as shown on the drawings to prevent soil erosion and discharge of soil-bearing water runoff.
- .2 Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- .3 Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.2 SITE
PREPARATION

- .1 Remove obstructions, ice and snow, from surfaces to be excavated within limits indicated.

3.3 PREPARATION/
PROTECTION

- .1 Keep excavations clean, and free from loose soil.

3.4 SLOPE
SAFETY

- .1 Maintain sides and slopes of excavations in safe condition by appropriate methods and in accordance with Section 01 35 30 - Health and Safety Requirements.

3.5 EXCAVATION

- .1 Advise Department Representative at least 3 days in advance of excavation operations.
- .2 Excavate to lines, grades, elevations and dimensions as indicated.
- .3 Keep excavated and stockpiled materials safe distance away from edge of trench as directed by Department Representative.
- .4 Restrict vehicle operations directly adjacent to open trenches.

- .5 Dispose of surplus and unsuitable excavated material as per Section 31 11 00 - Clearing and Grubbing.
- .6 Do not obstruct flow of surface drainage or natural watercourses.
- .7 Notify Department Representative when bottom of excavation is reached.
- .8 Obtain Department Representative approval of completed excavation.
- .9 Remove unsuitable material from trench bottom including those that extend below required elevations to extent and depth as directed by Department Representative.
- .10 No excavations to be left open and the end of day's operation.
- .11 Minimize disturbance to wetland areas beyond waste rock pile.

3.6 BACKFILLING

- .1 Do not proceed with backfilling operations until Department Representative has inspected and approved excavation.
- .2 Areas to be backfilled to be free from debris, snow, ice, water and frozen ground.
- .3 Do not use backfill material which contains ice, snow or debris.
- .4 When backfill consists of waste rock or coal fines, place backfill in uniform layers not exceeding 150 mm compacted thickness. Compact each layer with minimum four passes of 10 tonne roller, or as directed by Department Representative before placing succeeding layer.
- .5 When backfill consists of impacted sediments, spread backfill in uniform layers not exceeding 300 mm and track with dozer.
- .6 When backfill consists of peat materials, place peat in excavation without compaction. Spread to uniformly fill excavation.

PART 1 - GENERAL

- 1.1 GENERAL .1 This work is for the grading, shaping, compacting and proof-rolling of areas designated by the Departmental Representative to lines and grades indicated and to the specifications herewithin.
- 1.1 RELATED SECTIONS .1 Section 31 11 00 - Clearing and Grubbing.
.2 Section 31 23 10 - Excavation, Trenching and Backfilling.
- 1.2 REFERENCES .1 Not Used.
- 1.3 EXISTING CONDITIONS .1 Refer to dewatering in Section 31 23 10 - Excavating Trenching and Backfilling.
- 1.4 PROTECTION .1 Maintain access roads to prevent accumulation of construction related debris on roads.
- PART 2 - PRODUCTS .1 Not Used
- 2.1 MATERIALS .1 Fill material: Excavated or graded material existing on site will be used as fill for rough grading.
- PART 3 - EXECUTION
- 3.1 CONSTRUCTION EQUIPMENT .1 The Contractor shall provide earthmoving equipment necessary for the cutting, proof-

rolling, filling and compaction of the areas.

3.2 GRADING OF
Designated Areas

2. Any equipment utilized for earthmoving operations on areas of waste soils shall be thoroughly washed down prior to its removal from the waste area to the satisfaction of the DR, prior to its use within areas of clean fill, or prior to its removal from the site.
- .1 The Contractor shall regrade soils after the completion of the site preparation work as described in these Specifications to achieve the lines, grades and dimensions indicated by the Departmental Representative. Drawings indicating lines and grades will be provided by the DR where required.
- .2 Grades achieved shall be consistent with the drainage direction shown on the Drawings. No grade reversals shall be permitted.
- .3 Under no circumstances may waste materials be transported beyond the waste limits.
- .4 The Contractor is advised that the DR may make adjustments to the final grades to allow for variations in the actual conditions encountered in the field. The final grades after regrading and compaction may only be varied from that shown on the Drawings provided with authorization of the DR. The Contractor shall inform the DR immediately if he/she finds out that the final grade cannot be achieved with the material available for regrading.
- .5 The Contractor shall place fill materials in such a manner so that positive drainage is provided at all times. Water shall not be allowed to pond on the graded surface. The Contractor shall provide adequate measures to control discharge of sediments and potential impacted surface water outside the waste rock pile as described elsewhere in these specifications.
- .6 Filling and compaction of either excessively wet or frozen wastes, as determined by the DR, shall not be permitted.

- .15 Upon completion of all cutting and filling activities, all cut areas shall be proof-rolled with a minimum of 4 passes using a minimum 10 tonne compactor unless otherwise approved by the DR. Any completed waste surface damaged or loosened shall be repaired by the Contractor to the satisfaction of the DR.

- .16 Care shall be exercised when working around existing groundwater monitors and other structures as described elsewhere in these specifications or in the site description provided by the DR. Damage to any structure shall be made good by the Contractor at his own expense. The Contractor shall also be responsible for all claims related to such damage.

PART 1 - GENERAL

1.1 THE WORK

- .1 This work is for the supply of all labour, equipment and material necessary to perform the work as indicated on the drawings and as specified here within.

PART 2 - PRODUCTS

2.1 STONE

- .1 Hard, dense with relative density not less than 2.65, durable quarry stone; free from seams, cracks or other structural defects; with rough surfaces and angular shape. Rounded stone or boulders will not be permitted.
- .2 Stone size distribution shall be as follows:

Sieve Designation		% passing
250	mm	100
150	mm	20-35
56	mm	0-10

PART 3 - EXECUTION

3.1 PLACING

- .1 Where rip-rap is to be placed on slopes, excavate trench at toe of slope to dimensions indicated by the Departmental Representative(DR).
- .2 Fine grade area to be rip-rapped to uniform, even surface. Fill depressions with suitable material as directed by DR, and compact to provide firm bed.
- .3 Place rip-rap to thickness and details as indicated.
- .4 Place stones in manner approved by DR to

secure surface and create a stable mass. Place larger stones at bottom of slopes.

- .5 Hand placing:
 - .1 Use larger stones for lower courses and as headers for subsequent courses.
 - .2 Stagger vertical joints and fill voids with rock spalls or cobbles.
 - .3 Finish surface evenly, free of large openings and neat in appearance.

PART 1 - GENERAL

1.1 DESCRIPTION

- .1 This Section specifies requirements for erosion control measures to temporarily stabilize and protect exposed soils to allow the establishment of vegetation.
- .2 The requirements of Section 01 35 43 - Environmental Procedures require that total suspended solids be less than 25 mg/L when discharged from the contract area.
- .3 Provide Erosion Control plan to limit off-site discharge of suspended solids to 25 mg/L (max), in accordance with Clause 1.5 of this section.
- .4 Climate conditions may make it advantageous to delay hydraulic seeding to a time when the growing season is more conducive to vegetative growth. In this situation the soils may be prepared for hydraulic seeding and then covered with Dry Mulching, and Hydraulic Seeding carried out at a later date.

1.2 RELATED SECTIONS

- .1 Section 01 35 43 - Environmental Procedures
- .2 Section 32 11 23 - Fill Materials.
- .3 Section 32 92 21 - Hydraulic Seeding.
- .4 Section 32 91 24 - Dry Mulching.

1.3 MEASUREMENT PROCEDURES

- .1 Work under this section will be paid as required based on time and materials submitted for equipment time and materials required to construct and maintain works.
- .2 Costs to maintain erosion controls is based on units rates for services required for the work except in the situation where

contractor causes damage to measure which must then be reinstated at the contractors cost.

1.4 WASTE
MANAGEMENT AND
DISPOSAL

- .1 Separate waste materials for reuse and recycling in accordance with Section 01 35 43 - Environmental Procedures.

3.1 WORKMANSHIP

- .1 All erosion control shall be reviewed by the Departmental Representative prior to installation.
- .2 Select and apply erosion control measures which are suitable and appropriate for the location, slope, and condition of the underlying surfaces in consultation with the Departmental Representative.

3.2 MAINTENANCE

- .1 Maintain installed erosion controls until acceptable vegetation establishment meets the approval of the Departmental Representative.

3.3 CLEAN UP

- .1 Upon approval of Departmental Representative, remove erosion controls and all associated surplus materials, rubbish and tools. Seed areas of exposed soil resulting from removal of erosion controls to Section 32 92 21 as directed by Departmental Representative.

PART 1 - GENERAL

- 1.1 THE WORK .1 This work is for the supply of all labour, equipment and material necessary to perform the works as indicated by the departmental Representative and as specified herewithin. The work is for soil amendment for cover soils as required to facilitate hydraulic seeding.
- 1.1 RELATED SECTIONS .1 Section 32 91 24 - Dry Mulching.
.2 Section 32 92 21 - Hydraulic Seeding.
- 1.2 SUBMITTALS .1 Supply the Department Representative with the identity of the soil amendment to be used a minimum of 2 days prior to commencing haulage from the source.

PART 2 - PRODUCTS

- 2.1 SOIL AMENDMENTS .1 Limestone:
.1 Ground agricultural limestone.
.2 Gradation requirements: percentage passing by weight, 90% passing 1.0 mm sieve, 50% passing 0.125 mm sieve.
.2 Compost:
.1 To be provided to Contractor by PWCGRS.

PART 3 - EXECUTION

- 3.1 PREPARATION OF EXISTING GRADE .1 Verify that grades are correct. If discrepancies occur, notify Department Representative and do not commence work until instructed by Department Representative.
.2 Grade soil, eliminating uneven areas and low spots, ensuring positive drainage.
.3 Remove debris, roots, branches, stones in

excess of 50 mm diameter and other deleterious materials. Remove soil contaminated with calcium chloride, toxic materials and petroleum products. Remove debris which protrudes more than 75 mm above surface. Dispose of removed as instructed by Department Representative.

- .4 Cultivate entire area which is to receive soil amendment to depth of 25 mm. Cross cultivate those areas where equipment used for hauling and spreading has compacted soil.

3.2 PLACING AND
SPREADING OF
SOIL AMENDMENT

- .1 Place soil amendments only after Department Representative has accepted subgrade.
- .2 Compost is to be placed at a rate of 65 cubic metres per hectare.
- .3 Limestone is to be placed at a rate of 6.5 tonnes per hectare.
- .4 Soil amendments are to be mixed and tilled into the soil to the satisfaction of the Departmental Representative.

3.3 FINISH GRADING

- .1 Grade to eliminate rough spots and low areas and ensure positive drainage. Prepare loose friable bed by means of cultivation and subsequent raking.

3.4 ACCEPTANCE

- .1 Department Representative will inspect and test topsoil in place and determine acceptance of material, depth of topsoil and finish grading.

PART 1 - GENERAL

1.1 HYRDAULIC SEEDING

- .1 The work is for the supply of all labour, equipment and material necessary to perform the work as indicated by the Departmental Representative and as specified herewithin. Work is for hydraulic seeding cover soils.

1.2 RELATED SECTIONS

- .1 Section 01 33 00 - Submittal Procedures.
- .2 Section 01 35 43 - Environmental Protection.
- .3 Section 31 23 13 - Rough Grading.
- .4 Section 32 91 21 - On-Site Soil Amendment and Grading.
- .5 Section 32 91 24 - Dry Mulching.

1.3 SUBMITTALS

- .1 Product Data.
 - .1 Submit product data in accordance with Section 01 33 00 - Submittal Procedures.
 - .2 Provide product data for:
 - .1 Seed.
 - .2 Mulch.
 - .3 Tackifier.
 - .4 Fertilizer.
 - .3 Submit in writing to Departmental Representative 2 days prior to commencing work:
 - .1 Volume capacity of hydraulic seeder in litres.
 - .2 Amount of material to be used per tank based on volume.
 - .3 Number of tank loads required per hectare to apply specified slurry mixture per hectare.

1.4 QUALITY ASSURANCE

- .1 Test Reports: certified test reports showing compliance with specified performance characteristics and physical properties.
- .2 Certificates: product certificates signed by

manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.

- .3 Pre-Installation Meetings: conduct pre-installation meeting to verify project requirements, installation instructions and warranty requirements.

1.5 WASTE
MANAGEMENT AND
DISPOSAL

- .1 Separate and recycle waste materials in accordance with Section 01 35 43 - Environmental Protection.
- .2 Divert unused fertilizer from landfill to official hazardous material collections site approved by Departmental Representative.
- .3 Do not dispose of unused fertilizer into sewer systems, into lakes, streams, onto ground or in locations where it will pose health or environmental hazard.

PART 2 - PRODUCTS

2.1 MATERIALS

- .1 Grass Seed: "Canada pedigreed grade" in accordance with Government of Canada Seeds Act and Regulations.
 - .1 Grass mixture: "Certified" labeled, "Canada No. 1 Lawn Mixture" in accordance with Government of Canada "Seeds Act" and "Seeds Regulations".
 - .2 Seed mixture shall meet or exceed the requirements of the Canada Seeds Act for Canada No. 1 Ground Cover Mixture.
 - .3 Seed mixture composition:
 - .1 30-40% Birdsfoot Trefoil "Leo" inoculated seed.
 - .2 20-30% Kentucky Bluegrass.
 - .3 15-20% Tall Fescue.
 - .4 7-12% Creeping Red Fescue.
 - .5 3-7% Hard Fescue.
 - .6 3-7% Alsike Clover.
 - .4 Seed shall be kept dry and protected from direct sunlight and other detrimental

conditions.

- .2 Mulch: specially manufactured for use in hydraulic seeding equipment, non-toxic, water activated, green colouring, free of germination and growth inhibiting factors with following properties:
 - .1 Type 1 mulch:
 - .1 Made from wood cellulose fibre.
 - .2 Organic matter content: 95% plus or minus 0.5%.
 - .3 Value of pH: 6.0.
 - .4 Potential water absorption:800-900%.
- .3 Tackifier: water dilutable, liquid dispersion, containing polyvinyl acetate terpolymer emulsion.
- .4 Water: free of impurities that would inhibit germination and growth.
- .5 Fertilizer:
 - .1 To Canada "Fertilizers Act" and "Fertilizers Regulations".
 - .2 Complete synthetic, slow release with 35% of nitrogen content in water-insoluble form.
- .6 Inoculants: inoculant containers to be tagged with expiry date.
- .7 Bags of seed and fertilizer shall be labelled identifying mass (kg), mix components and percentages, date of bagging, supplier's name and address, and lot number.
- .8 Seed and fertilizer that have been subjected to water will not be accepted.
- .9 When applied, the hydraulic seed mixture shall be capable of forming an absorptive mat which will allow moisture to percolate into the underlying soil.

PART 3 - EXECUTION

3.1 WORKMANSHIP

- .1 Do not spray onto structures, signs, guide rails, fences, plant material, utilities and

other than surfaces intended.

- .2 Clean-up immediately, any material sprayed where not intended, to satisfaction of Departmental Representative.

3.2 PREPARATION OF SURFACES

- .1 Fine grade areas to be seeded free of humps and hollows. Ensure areas are free of deleterious and refuse materials.
- .2 Cultivated areas identified as requiring cultivation to depth of 25 mm.
- .3 Ensure areas to be seeded are moist to depth of 150 mm before seeding.
- .4 Obtain Departmental Representative approval of grade and topsoil depth before starting to seed.

3.3 PREPARATION OF SLURRY

- .1 Measure quantities of materials by weight or weight-calibrated volume measurement satisfactory to Departmental Representative. Supply equipment required for this work.
- .2 Combine seed mix, fertilizer, and mulch with water and thoroughly mix in a hydraulic seeder tank that is capable of continually agitating the mixture during the seeding operation to ensure a homegenous slurry is produced.
- .3 Add material into hydraulic seeder under agitation. Pulverize mulch and charge slowly into seeder.
- .4 After all materials are in the seeder and well mixed, charge tackifier into seeder and mix thoroughly to complete slurry.

3.4 SLURRY APPLICATION

- .1 Notify Departmental Representative 24 hours in advance of all intended hydraulic seeding operations.
- .2 Schedule hydraulic seeding in occur during periods of forecast dry weather. Be prepared to install temporary erosion control measures if unforecast rain occurs prior to

establishment of erosion controls.

- .3 Hydraulic seeding equipment:
 - .1 Slurry tank: min 4500L.
 - .2 Agitation system for slurry to be capable of operating during charging of tank and during seeding, consisting of recirculation of slurry and/or mechanical agitation method.
 - .3 Pumps capable of maintaining continuous non-fluctuating flow of solution.
 - .4 Supplied with not less than 6 spray pattern nozzles.
 - .5 Capable of seeding by hand operated hoses and appropriate nozzles.
 - .6 Tank volume to be certified by certifying authority and identified by authorities "Volume Certification Plate".
- .4 Slurry mixture applied per 100 m².
 - .1 Seed: Grass mixture 2.0kg.
 - .2 Mulch: Type 1, 10kg.
 - .3 Tackifier: 3kg.
 - .4 Water: Minimum 1000L.
 - .5 Fertilizer: 2.25kg, ratio 1:2:2.
- .5 Apply slurry uniformly, at optimum angle of application for adherence to surfaces and germination of seed.
 - .1 Using correct nozzle for application.
 - .2 Using hoses capable of reaching the extremities of the seeded areas.
- .6 Blend application 300 mm into adjacent grass areas or sodded areas previous applications to form uniform surfaces.
- .7 Re-apply where application is not uniform.
- .8 Remove slurry from items and areas not designated to be sprayed.
- .9 Protect seeded areas from trespass satisfactory to Departmental Representative.
- .10 Remove protection devices as directed by Departmental Representative.

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- 3.5 EROSION CONTROL .1 Install and maintain erosion control measures.
- 3.6 MAINTENANCE .1 Perform following operations from time of seed application until acceptance by Departmental Representative.
- .2 Seeded areas:
- .1 Repair erosion and reseed to allow establishment of seed prior to acceptance.
- .2 Repair and reseed dead or bare spots to allow establishment of seed prior to acceptance.
- .3 Water seeded areas to maintain optimum soil moisture level for germination and continued growth of grass. Control watering to prevent washouts. Apply water to ensure moisture penetration of 75 to 100mm depth.
- 3.7 ACCEPTANCE .1 Seeded areas will be accepted by Departmental Representative provided that:
- .1 Plants are uniformly established over a minimum of 95% of the area seeded.
- .2 Seeded areas are free of rutted, eroded, bare or dead spots.
- .2 Areas seeded after September 1st will achieve final acceptance in following spring, one month after start of growing season provided acceptance conditions are fulfilled.
- 3.8 CLEANING .1 Upon completion of installation, remove surplus materials, rubbish, tools and equipment barriers.