



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions\Travaux publics et Services  
gouvernementaux Canada  
See herein for bid submission  
instructions/  
Voir la présente pour les  
instructions sur la présentation  
d'une soumission  
NA  
Manitoba

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

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

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> Gearbox Assembly	
<b>Solicitation No. - N° de l'invitation</b> ET858-200794/A	<b>Date</b> 2020-06-25
<b>Client Reference No. - N° de référence du client</b> PWGSC-ET858-200794	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-102-11045	
<b>File No. - N° de dossier</b> WPG-9-42173 (102)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-08-18</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Wiebe, Dallas	<b>Buyer Id - Id de l'acheteur</b> wpg102
<b>Telephone No. - N° de téléphone</b> (204) 899-5257 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA ST ANDREWS LOCK&DAM 625 RIVER RD LOCKPORT Manitoba R1A2R4 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region  
Victory Building/Édifrice Victory  
Room 310/pièce 310  
269 Main Street/269 rue Main  
Winnipeg  
Manitoba  
R3C 1B3

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

### **1.2 Summary**

The Contractor will provide all labour, supervision, tools, equipment, and materials required to remove, overhaul, and reinstall one gearbox assembly on the auxiliary frame crane at St. Andrew's Lock and Dam.

"This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information."

### **1.3 Debriefings**

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

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

BRU: Western Region Bid Receiving Unit (Winnipeg)  
Address: Room 310, 269 Main Street  
Winnipeg, MB R3C 1B3  
E-post Connect: [ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: (204) 983-0338

## IMPORTANT NOTICE TO SUPPLIERS RE: BID SUBMISSION REQUIREMENTS

Due to the impacts from the COVID-19 pandemic, temporary measures are being taken on-site at the Western Region Bid Receiving Unit to encourage social distancing. The health and safety of staff and suppliers remains our top priority.

Suppliers are required to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. This service allows suppliers to submit bids, offers and arrangements electronically to PWGSC Bid Receiving Units. This online service enables the electronic transfer of large files up to Protected B level.

To use epost Connect to submit your bid, or to get more information on its use, please send an email to the Western Region Bid Receiving Unit's generic address at [roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca](mailto:roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca)

Faxed and hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

Given current circumstances and network limitations, some active procurements may be delayed. To stay up to date on the status of specific procurements, please consult Buysandsell.gc.ca.

### 2.3 Former Public Servant

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

#### Definitions

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

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

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

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

#### Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 6 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.5 Applicable Laws**

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

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

## **2.6 Optional Site Visit**

There will be a site visit held at 625 River Road in Lockport, MB on July 7, 2020 at 10:00 AM. Interested bidders are to meet at the door to the office building.

The site visit will be the contractor's only opportunity to access the site. The Site Superintendent will lead contractors in attendance to the equipment's location to observe its storage, and access to the area. With COVID-19, please be aware of physical distancing with others on site. Attendees will be required to supply and wear their own masks and gloves.

Bidders are requested to communicate with the Contracting Authority no later than July 2, 5:00pm to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

Contractors are to email [dallas.wiebe@pwgsc-tpsgc.gc.ca](mailto:dallas.wiebe@pwgsc-tpsgc.gc.ca) with any questions.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Financial Bid  
Section II: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Financial Bid (1 hard copy and/or 1 soft copy on CD, DVD or USB key)  
Section II: Certifications (1 hard copy and/or 1 soft copy on CD, DVD or USB key)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in **Annex B**.

#### **3.1.2 Electronic Payment of Invoices – Bid**

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

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

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

### **3.1.3 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

### **3.1.4 SACC Manual Clauses**

#### **Section II: Certifications**

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

### **IMPORTANT NOTICE TO SUPPLIERS RE. BID SUBMISSION REQUIREMENTS**

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Western Region Bid Receiving Unit to encourage social distancing. The health and safety of staff and  
suppliers remains our top priority.

Suppliers are required to submit bids electronically using the Canada Post epost Connect application for  
the subject bid solicitation. This service allows suppliers to submit bids, offers and arrangements  
electronically to PWGSC Bid Receiving Units. This online service enables the electronic transfer of large  
files up to Protected B level.

To use epost Connect to submit your bid, or to get more information on its use, please send an email to  
the Western Region Bid Receiving Unit's generic address at  
[roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca](mailto:roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca)

Faxed and hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid  
solicitation.

Given current circumstances and network limitations, some active procurements may be delayed. To stay  
up to date on the status of specific procurements, please consult [Buysandsell.gc.ca](http://Buysandsell.gc.ca).

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

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

*SACC Manual* Clause [A0222T](#) (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

### **4.2 Basis of Selection**

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

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **Workers Compensation Certification - Letter of Good Standing**

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

The Bidder must provide, within 5 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at **Annex A**.

#### **6.1.2 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### **6.1.2.1 Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in **Annex E**.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within **5 calendar days** of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### **6.1.2.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$25,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

##### **6.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

##### **6.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in **Annex E**. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a *quarterly basis* to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31; and  
4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 10 calendar days after the end of the reporting period.

### Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

#### For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

#### For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

## 6.2 Standard Clauses and Conditions

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

### 6.2.1 General Conditions

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

## 6.4 Term of Contract

The period of the Contract is from 20 October 2020 to 15 March 2021 inclusive.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Dallas Wiebe  
Title: Procurement Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address: Suite 310-269 Main St. Winnipeg, MB, R3C 1B3

Telephone: 204-899-5257  
E-mail address: dallas.wiebe@pwgsc-tpsgc.gc.ca

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

### 6.5.2 Technical Authority

The Technical Authority for the Contract is: TBD

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

### 6.5.3 Project Authority

The Project Authority for the Contract is: TBD

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

### 6.5.4 Contractor's Representative

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

## **6.7 Payment**

### **6.7.1 Basis of Payment**

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at **Annex "B"**

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### **6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ **TBD** . Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.7.3 Milestone Payments - Not subject to holdback (H3010C – 2016-01-28)**

### **6.7.4 SACC Manual Clauses**

[A9117C](#) (2007-11-30) T1204 – Direct Request by Customer Department  
[C0710C](#) (2007-11-30) Time and Contract Price Verification  
[C2000C](#) (2007-11-30) Taxes – Foreign-based Contractor

### **6.7.5 Electronic Payment of Invoices – Contract**

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

### **6.7.6 Discretionary Audit**

[C0705C](#) (2010-01-11), Discretionary Audit

## 6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
    - b. **One (1) copy must be forwarded to the Contracting Authority** identified under the section entitled "Authorities" of the Contract.

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

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

## 6.10 Applicable Laws

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

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2018-06-21), General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List
- (f) Annex D, Insurance Requirements; and
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated     TBD    .

## 6.12 SACC Manual Clauses

[A9068C](#) (2010-01-11), Government Site Regulations

[D5328C](#) (2014-06-26), Inspection and Acceptance

[A1009C](#) (2008-05-12), Work Site Access

### **6.13 Insurance Requirements**

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

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

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

### **6.14 Inspection and Acceptance**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

**ANNEX "A"**

**STATEMENT OF WORK**

Reference attached PDF titled, "*Annex A – Statement of Work*".

**ANNEX “B”**

**BASIS OF PAYMENT**

It is **MANDATORY** that Bidders submit firm, all-inclusive prices/rates for the period of the proposed Contract for all items listed hereafter.

**THIS SECTION, WHEN COMPLETED, WILL BE CONSIDERED AS THE BIDDER’S FINANCIAL PROPOSAL.**

Bidders shall provide bids as per unit of issue requested. It is the responsibility of the Bidder to provide conversion to the unit of issue requested. Failure to do so will render the bid non-responsive without further consideration.

Should there be an error in the extended pricing of the Bidder’s proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the Bidder’s proposal shall be changed to reflect the quantities stated in the RFP.

The estimated quantities specified below are provided for evaluation purposes only and does not represent a commitment by Canada.

Rates quoted must remain firm for the period of the Contract. Rates **MUST** include ALL costs associated with providing the services in accordance with the Statement of Work, Annex A attached herein. GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice. The Contractor will be paid in accordance with the following pricing for Work performed pursuant to the Contract.

**Travel and Living Expenses**

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, in accordance with Contract Cost Principles 1031-2, with no allowance for profit and/or administrative overhead. All payments are subject to government audit.

**CONTRACT FIRM PRICE**

This table will be the Basis of Payment for the resulting Contract, and should not be filled-in at the bid submission stage.

<b>(1)</b>	For the work of <b>TASK 1 - Initial Submittals (Documents)</b> as describe in the SOW Section A4.1  <div style="text-align: right;">a FIRM PRICE of: \$__TBD__</div>
<b>(2)</b>	For the work of <b>TASK 2 - Remove Gearbox Assembly (Work on Site)</b> as describe in the SOW Section A4.2  <div style="text-align: right;">a FIRM PRICE of: \$__TBD__</div>
<b>(3)</b>	For the work of <b>TASK 3 - Disassemble and Inspect Gearbox Assembly (Work in Shop)</b> as describe in the SOW Section A4.3  <div style="text-align: right;">a FIRM PRICE of: \$__TBD__</div>
<b>(4)</b>	For the work of <b>TASK 4 - “As Found Condition” Report &amp; Quote (Documents)</b> as describe in the SOW Section A4.4  <div style="text-align: right;">a FIRM PRICE of: \$__TBD__</div>
<b>(5)</b>	For the work of <b>TASK 6 - Clean and Flush Hydraulic System (Work on Site)</b> as describe in the SOW Section A4.6  <div style="text-align: right;">a FIRM PRICE of: \$__TBD__</div>

<b>(6)</b>	For the work of <b>TASK 7 - Re-Install Gearbox (Work on Site)</b> as describe in the SOW Section A4.7  a FIRM PRICE of: \$ __ TBD __	\$ __ TBD __
<b>(7)</b>	For the work of <b>TASK 8 - Commissioning (Work on Site)</b> as describe in the SOW Section A4.8  a FIRM PRICE of: \$ __ TBD __	\$ __ TBD __
<b>(8)</b>	<b>Total Known Work (applicable tax(es)) excluded</b>  Sum of (1) + (2) + (3) + (4) + (5) +(6) + (7) = :	\$ __ TBD __

## UNSCHEDULED WORK

Task 5 is Unscheduled Work.

The procedure for Unscheduled Work does not allow for the correction of deficiencies in the Contractor's Bid. Unscheduled work will be handled through the Task Authorization process.

### Labour

- 1) The Contractor will be paid for unscheduled work arising, as authorized by Canada. The authorized unscheduled work will be calculated as follows:
  - a) "Number of hours (to be negotiated) X \$ \_\_ TBD \_\_, being the Contractor's firm hourly charge-out labour rate which includes overhead, consumables, and profit, plus net laid-down cost of materials to which will be added a mark-up of 10%, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, of the total cost of material and labour. The firm hourly charge-out labour rate and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments."
- 2) When negotiating hours for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.

### Parts, Materials, Equipment, and Sub-Contractors

- 1) The Contractor will be reimbursed his authorized parts, materials, equipment, and sub-contractor expenses reasonably and properly incurred in the performance of the Work, at cost. Contractor must submit receipts with request for payment.
- 2) The Contractor will be paid a mark-up rate for his authorized parts, materials, equipment, and sub-contractor expenses. The mark-up rate sourcing and acquiring these parts, materials, equipment, and sub-contractors; the Contractor will not be entitled to a separate labour component for the purchase and management of these items.
  - a) The mark-up rate will be \_\_TBD\_\_%

### Overtime

- 1) There will be no overtime payment for Known Work.
- 2) For Unscheduled Work, the Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. Payment will be as follows:
  - a) **Monday to Friday, inclusive.**—For work beyond 8 hours in one day, the Contractor will be paid 1.5 times the firm hourly charge-out labour rate multiplied by the number of man-hours worked.
  - b) **Saturday.**—For all work on a Saturday the Contractor will be paid 1.5 times the firm hourly charge-out labour rate multiplied by the number of man-hours worked.

- c) **Sundays and Statutory Holidays.**—For all work performed on a Sunday or Statutory Holiday, the Contractor will be paid 2.0 times the firm hourly charge-out labour rate multiplied by the number of man-hours worked.

## FINANCIAL BID PRESENTATION SHEET

### General

- 1) Bids will be evaluated on an aggregate price basis as follows:
  - a) The sum of the firm prices for Known Work of Table 1 will determine sub-total (A)
  - b) The estimated firm unit rates time, sub-contractors, materials, and rental equipment in Table 2 multiplied by the appropriate estimate for labour and mark-up rate will determine sub-total (B);
  - c) The sum of sub-totals (A) + (B) will determine the aggregate evaluated price of the Bid (Table 3).
- 2) In all cases, travel and living expenses must be included in the firm price or firm unit price, and will not be paid separately.
- 3) In the case of Bidder's error in arithmetical calculations in completing the tables of this Annex, Canada will correct the arithmetic and the unit price will govern.

### Known Work

**Table 1: Firm Price for Known Work**

For the work of <b>TASK 1 - Initial Submittals (Documents)</b> as describe in the SOW Section A4.1  a FIRM PRICE of: \$ _____	
For the work of <b>TASK 2 - Remove Gearbox Assembly (Work on Site)</b> as describe in the SOW Section A4.2  a FIRM PRICE of: \$ _____	
For the work of <b>TASK 3 - Disassemble and Inspect Gearbox Assembly (Work in Shop)</b> as describe in the SOW Section A4.3  a FIRM PRICE of: \$ _____	
For the work of <b>TASK 4 - "As Found Condition" Report &amp; Quote (Documents)</b> as describe in the SOW Section A4.4  a FIRM PRICE of: \$ _____	
For the work of <b>TASK 6 - Clean and Flush Hydraulic System (Work on Site)</b> as describe in the SOW Section A4.6  a FIRM PRICE of: \$ _____	
For the work of <b>TASK 7 - Re-Install Gearbox (Work on Site)</b> as describe in the SOW Section A4.7  a FIRM PRICE of: \$ _____	
For the work of <b>TASK 8 - Commissioning (Work on Site)</b> as describe in the SOW Section A4.8  a FIRM PRICE of: \$ _____	
Subtotal (A) = Total FIRM PRICE for known work = sum of above =	\$ _____

**Unscheduled Work**

Task 5 is unscheduled Work.

Unscheduled work will arise after the equipment is opened up and surveyed.

The anticipated cost of the Work will be included in the evaluation of bids.

The overall total cost will be calculated by including an estimated amount of additional person-hours and material multiplied by a firm hourly charge-out labour rate and mark-up percentage, and is added to the firm price for the Work.

The overall total referred to as the "Evaluation Price" will be used for evaluating the bids. The estimated work will be based on historical experience and there is no minimum or maximum amount of unscheduled work nor is there a guarantee of any such work.

In all cases, the estimated time and cost of material listed in the Tables are only an approximation of requirements, given in good faith for evaluation purposes only, and do not represent Canada's actual requirement.

**Table 2: Evaluation Price for Unscheduled Work**

(1)	<b>Unscheduled Work - Labour</b> Firm Charge-out Labour Rate of \$_____ per hour, including overhead and profit, multiplied by hours assumed, for evaluation purposes only, <u>160 man-hours</u> :  <div style="text-align: right;">a PRICE of:</div> (Firm unit price(s) in Canadian funds, Applicable Taxes excluded)	\$ _____
(2)	<b>Unscheduled Work – Materials</b>  Materials mark-up of _____% multiplied by net laid-down cost of materials assumed, for evaluation purposes only, <u>\$50,000</u> :  <div style="text-align: right;">a PRICE of:</div>	\$ _____
(3)	<b>Evaluation Price (HST Excluded)</b>  <div style="text-align: right;">Subtotal (B) = Sum of lines(1) + (2) =</div>	\$ _____

**Total Bid Evaluation Price**

**Table 3: Total Bid Evaluation Price**

(1)	<b>Known Work</b>  <div style="text-align: right;">Subtotal (A) from Table 1 =</div>	\$ _____
(2)	<b>Unscheduled Work – Materials</b>  <div style="text-align: right;">Subtotal (B) from Table 2 =</div>	\$ _____
(3)	<b>Total Bid Evaluation Price (HST Excluded)</b>  <div style="text-align: right;">Sum of lines(1) + (2) =</div>	\$ _____

## **ANNEX “C” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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

## **ANNEX "D"**

### **INSURANCE REQUIREMENTS**

#### **1.0 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.  
For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

## **2.0 Bailee's Customer's Goods Insurance**

The Contractor must obtain Bailee's Customer's Goods insurance while Government Property is under its care, custody or control for repair or servicing, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$5,000,000.00. Government Property must be insured on a Replacement Cost (new) basis.

- 1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 2. The Bailee's Customer's Goods must include the following:
  - a. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

- b. **Settlement of Claims:** The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
- c. **Waiver of Subrogation Rights:** Contractor's Insurer to waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

### **3.0 All Risk in Transit Insurance**

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$ 5,000,000.00 per shipment. Government Property must be insured on Replacement cost (new) basis.
2. **Administration of Claims:** The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:
  - a. **Notice of Cancellation:** The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of any policy cancellation or any changes to the insurance policy.
  - b. **Loss Payee:** Canada as its interest appears or as it may direct.
  - c. **Waiver of Subrogation Rights:** Contractor's Insurer to waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

**ANNEX "E"**

**TASK AUTHORIZATION FORM PWGSC-TPSGC 572**

[http://publiservice-app.pwgsc.gc.ca/forms/text/search\\_for\\_forms-e.html](http://publiservice-app.pwgsc.gc.ca/forms/text/search_for_forms-e.html)

## **ANNEX A - STATEMENT OF WORK** **Overhaul Gearbox Assembly (Auxiliary Frame Crane)**

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## **A1. SCOPE SUMMARY**

The Contractor will provide all labour, supervision, tools, equipment, and materials required to remove, overhaul, and reinstall one gearbox assembly on the auxiliary frame crane at St. Andrew's Lock and Dam.

## **A2. SECURITY REQUIREMENT**

The Contractor will not have access to the Government computer system or to Protected or Classified information. Therefore, there is no security requirement for this contract.

## **A3. BACKGROUND**

### **A3.1 Description of Dam**

Canada owns and operates the St. Andrew's Lock and Dam (SALD) located on the Red River in Lockport, Manitoba, approximately 27 km downstream of Winnipeg on the Red River and approximately 44 km upstream of Lake Winnipeg (see map in Figure 1). SALD is recognized as historically significant at both the Provincial and National levels. On November 16, 1990, the Historic Sites and Monuments Board of Canada declared SALD a National Historic Site (see historic photos in Figures 2 and 3).

The dam at St. Andrew's contains six sluices set between concrete abutments and piers. The dam's water control mechanism is a unique "Caméré curtain" system. This historic flow control mechanism dates to the original construction. SALD is one of only two remaining Caméré-curtain dams in the world and is the only one in North America.

The Caméré system consists of a "moveable dam" which is series of steel frames, hinged to the underside of the working deck, which are swung down and into the water, bracing themselves at their bottom ends against the weir, which is called the "fixed dam." The steel frames come in groups of three: a pair of frames that move together and an adjoining single frame (see Figures 5 and 6).

Caméré curtains, made of narrow horizontal slats of wood hinged together, are rolled down the upstream face of the steel frames and into the water to block flow. The Caméré curtains are deployed in the spring to raise water levels upstream for navigation season; in the fall, both the curtains and their frames are removed to allow unobstructed passage of the spring freshet. Separate specialized cranes handle the Caméré curtains and the steel frames.

### **A3.2 Description of Frame Cranes**

Two cranes dating to the early 1970s exist to handle the frames; both are rail-mounted hydraulic cranes custom designed for this application.

- The main frame crane (previously overhauled) has two hoists; one hoist handles the single frame and another hoist handles the double frames (visible on deck in Figure 4).
- The auxiliary frame crane (the subject of this contract) has one hoist (see Figure 8)

In both cases, the hoist is mounted on a carriage that travels along crane rails running the length of the dam's working deck (see Figures 4 to 7).

Lifting is accomplished with chains that fit into pocket wheels on the hoisting shafts (see Figures 8 and 9). The shaft is driven through a reduction gearbox. The gearbox consist of a worm gear and mating gears all contained within a single housing with the associated shaft upon which the pocket wheels are mounted to handle the hoisting chains (see Figure 10).

The nameplate for the gearbox indicates it is by Renold Ltd., Holroyd Gear Products, of Milnrow England. <http://www.renold.com> See nameplate in Figure 12.

Pillow block bearings support the shaft; see Figure 9.

A hydraulic motor drives the gearbox; this is mounted on the south (upstream) side of the auxiliary frame crane, near the hydraulic cooler units. See Figure 11.

#### **A4. TECHNICAL REQUIREMENTS**

##### **A4.1 TASK 1 - Initial Submittals (Documents)**

- .1 Submit the following preliminary documentation, described in detail in Section A5 of this SOW, no later than 14 calendar days after Award:
  - .1 **Project Manager's** name and contact information
  - .2 **Schedule** (incorporating the milestones listed in Section A5.2)
  - .3 **Health and Safety Submittals** (see Section A5.6 for requirements for these documents)
  - .4 **Environmental Protection Plan** (see Section A5.7 for requirements of this document)
  - .5 **Quality Control Plan** (see Section A5.8 for requirements for this document)
- .2 Technical Authority will review and comment on submittals. Revise and resubmit as needed. This process will continue until acceptable submittals have been made.
- .3 Contractor may not start work on site until acceptable submittals have been received.

##### **A4.2 TASK 2 - Remove Gearbox Assembly (Work on Site)**

- .1 Move auxiliary frame crane from storage area to convenient area on working deck.
- .2 Remove chains from pocket wheels and support these away from auxiliary frame crane.
- .3 Supply and install drip cloths around area of gearbox to catch all oil drips.
- .4 Unbolt, move away, and support motors, hydraulic coolers, hoses, and all other components that are physically supported by or around the gearbox.
- .5 Remove fastenings holding pillow block bearings to the frame of the crane.
- .6 SALD staff will operate the 5-ton overhead crane to lift the gearbox assembly, complete with its shafts and bearings, off the crane and then transfer it onto a transportation cart on deck. Then, SALD staff will use their 2½-ton crane to lower the gearbox through the opening in the centre deck near the shed, and onto Contractor's trailer below. Alternatively, SALD staff can lower the gearbox assembly down onto their barge, and then lift it onto the Contractor's trailer ashore with the barge's HIAB crane. Note: SALD staff will operate these cranes; Contractor is not permitted to operate them.
- .7 Ensure that gearbox assembly is properly protected from weather and all other damage during its transportation to the Contractor's facility. Provide and install all blocking and strapping necessary to secure the gearbox assembly in the trailer.
- .8 Transport gearbox assembly to Contractor's shop.
- .9 Cover area on auxiliary frame crane from which gearbox assembly has been removed to protect against contamination from water or debris while gearbox assembly is away. Provide plastic sheet and other materials for this operation.
- .10 Remove and dispose of used drip cloths.
- .11 If possible, move auxiliary frame crane back to storage area.

##### **A4.3 TASK 3 - Disassemble and Inspect Gearbox Assembly (Work in Shop)**

- .1 Drain gearbox.
- .2 Open gearbox housing.

- .3 Remove pocket wheel shaft and its pillow block bearing. Clean pocket wheels.
- .4 Clean housing and measure bearing and bushing support areas.
- .5 Remove all components from gearbox, clean them, and inspect them.
- .6 From shafts, remove bearings, thrust washers, shims, and seals. Clean and inspect all these.
- .7 Measure all components that Contractor expects will be re-used in the re-assembly process and record all measurements. Review measurements and ensure that the components are within the specified tolerances as stated in the manufacturer's overhaul literature.
- .8 Provide to sub-contractors all manufacturer's information necessary for their work. Identify to them all requirements for inspection and testing as well as the requirement for them to prepare a written report of work performed.

#### **A4.4 TASK 4 - "As Found Condition" Report & Quote (Documents)**

- .1 After the initial inspection and disassembly have been conducted, prepare and submit an "As Found Condition" report, which must include photographs of gearbox components with noticeable damage and all observations made by the technician, including all measurements taken.
  - .1 Group or label photographs such that we can tell which component is being shown.
  - .2 Cross-reference between the report and the images. For example, if the report says something like "the gearbox housing's faces have to be machine polished to remove all rust" then also include text like "see Image #1234" so that the Technical Authority can see the degree of rust found.
  - .3 Label measurements so we know what part is being discussed.
- .2 Identify which components will have to be sent to specialty sub-contractors if work cannot be performed at the Contractor's facility.
- .3 Include recommendations for spare parts that Contractor feels we ought to keep on hand.
- .4 Discuss any long-lead time items that need to be purchased, and the effect of this on the schedule.
- .5 Include a price quote with details of the work, number of hours expected, and all recommendations and prices for additional parts that need to be replaced due to damage or excessive wear.
- .6 Those recommendations that the Technical Authority authorizes by will be treated as "Unscheduled Work" for the purposes of payment.

#### **A4.5 TASK 5 - Overhaul Gearbox Assembly (Work in Shop)**

- .1 Exact scope of work of overhauling gearbox assembly will set from the defects and recommendations in the "As-Found Condition Report" described above, and as authorized by Technical Authority upon review of that report.
- .2 This work will be paid as "Unscheduled Work" and authorized through a Contract Amendment.
- .3 Contractor must be prepared to undertake this work either at his own shop or through the use of subcontractors, keeping in contact with specialists at the Original Equipment Manufacturer.
- .4 Based on the results of the previous overhaul of the gearbox assembly on the main frame crane, we expect that the work may include but need not be limited to items such as the following:
  - .1 NDT inspection to find cracks
  - .2 replacement of pillow block bearings, possibly including custom machining to get new parts to fit mounting points
  - .3 machining of pocket wheels
  - .4 fabrication of custom bushings

- .5 machine-polishing of housing faces
- .6 machining of bearing bores
- .7 machining to deburr keyways, gears,
- .8 hand-filing and polishing of gear teeth to remove brass smearing
- .9 replacing all shims and seals with purchased or fabricated new parts
- .10 replacing nuts, bolts, locknuts, and retainers
- .11 tapping/chasing of threads
- .12 replacement of mounting hardware
- .13 painting of new steel components
- .5 After performing repairs, do the following work:
  - .1 Fill gearbox with new gear oil (Spartan EP 320 to manufacturer's specifications) and test.
  - .2 Adjust bushings and shims as required to meet manufacturer's tolerances.
  - .3 Conduct in-shop tests in accordance with the manufacturer's recommended break-in period following an overhaul, as detailed in the manufacturer's overhaul and service manuals. Correct all defects identified during this process.
  - .4 Prepare a written report of work done, including the work of all sub-contractors.
  - .5 Transport gearbox assembly to dam site.

**A4.6 TASK 6 - Clean and Flush Hydraulic System (Work on Site)**

- .1 Remove components from reservoir lids to render the lids free to open. Pump out and vacuum out used hydraulic oil from reservoir to a portable used-oil tank designed for this purpose. Hand-clean the hydraulic reservoirs.
- .2 Remove all suction, return, and pressure lines from the auxiliary frame crane, drain them, clean them, and re-install them on the auxiliary frame crane.
- .3 Drain all motors and pump cases into a portable used-oil tank. Flush motors and pumps clean.
- .4 Flush all hydraulic control valves into portable used-oil tank.
- .5 Remove all filters and replace them with new. Make, model, type: to match existing.
- .6 Fill hydraulic reservoirs with new oil (Greenplus Hydraulic Fluid ES), filtering it with 7-micron filter at time of filling. Fill all pump and motor casings and suction lines.
- .7 Start each unit and bleed air from both hydraulic systems, then top-off both reservoirs.
- .8 Run both units and check all connections for leaks.
- .9 Dispose of waste oil to Manitoba and local regulations off-site.

**A4.7 TASK 7 - Re-Install Gearbox (Work on Site)**

- .1 Provide and install all blocking and strapping necessary to secure the gearbox assembly in its trailer. Ensure that gearbox assembly is properly protected from weather and all other damage during their transportation back from the Contractor's facility.
- .2 Park trailer in area indicated by SALD staff. SALD staff will operate cranes and/or barges as necessary to get gearbox assembly back up to operating deck level.
- .3 Re-assemble gearbox assembly on the auxiliary frame crane.
- .4 Replace all mounting hardware (bolts, nuts, washers, etc.) during re-installation.

- .5 Pre-grease and lubricate all components.

#### **A4.8 TASK 8 - Commissioning (Work on Site)**

- .1 Test auxiliary frame crane to procedure described in Quality Control Plan to ensure smooth and correct operation without as well as under load.
- .2 Technical Authority will indicate which dam frames can be used for the load testing and will witness and accept operation of the gearbox assembly or indicate that further adjustment by the Contractor will be required before acceptance.
- .3 **Acceptance Criteria.**—Gearbox must be able to drive hoisting shafts smoothly and without vibrations or noise greater than that which exists now. Chains must be secure in the pocket wheels with no slippage.

### **A5. ADMINISTRATIVE REQUIREMENTS**

#### **A5.1 Project Manager**

Appoint a Project Manager to plan, direct, control and make decisions for the Contract and who must be the main point of contact with the Technical Authority.

#### **A5.2 Schedule**

- .1 Submit a schedule identifying how the Contractor intends to fulfil the requirements of this SOW.
- .2 Schedule must include the following milestones:
  - .1 **Preliminary site visit** for the purposes of viewing the machine, taking measurements: Within 2 weeks of Award (and may be before HASSHSP is finalized). Technical Authority (Marine Superintendent) must accompany contractor during this visit.
  - .2 **Ordering of new bearings and seals:** Within 1 week of preliminary site visit.
  - .3 **Removal of gearbox from dam:** Must be after new bearings and seals have arrived, but after moveable dam has been deployed (approximately mid-April). Coordinate exact date with Technical Authority (Marine Superintendent).
  - .4 **Re-installation of gearbox on dam:** To minimize time during which there is to backup frame crane on site, this must be no later than 3 weeks after removal from dam.

#### **A5.3 Meetings**

##### **A5.3.1 Kick-Off Meeting**

- .1 The kick-off meeting will be held within 2 weeks of Award of Contract. The discussion must include, but not necessarily be limited to a Review of Statement of Work and the Contractor's schedule and identification of items on critical path.
- .2 If mutually agreed between the Technical Authority and the Contractor, the kick-off meeting may be held via telecon. Else, the kick-off meeting will be held at St. Andrew's Lock and Dam.

##### **A5.3.2 Progress Review Meetings**

- .1 Progress Review Meetings will be held monthly or as mutually agreed between the Technical Authority and the Contractor.
- .2 The first Progress Review Meeting will be held within one month of the Kick-off Meeting.
- .3 Progress Review Meetings must encompass total project status as of the review date.
- .4 If mutually agreed between the Technical Authority and the Contractor, progress meetings may be held via telecon. Else, Progress Review Meetings will be held at the Technical Authority's office at St. Andrew's Lock and Dam.

#### **A5.4 Co-operation**

- .1 Contractor is responsible for co-ordinating work of his sub-contractors.
- .2 Contractor and his sub-contractors must co-operate with PWGSC employees.

#### **A5.5 Communications**

Communications PWGSC must be in English.

#### **A5.6 Health & Safety Requirements**

##### ***A5.6.1 Responsibility***

- .1 When at the dam site, Contractor is responsible for health and safety of own personnel and all sub-contractors and must comply with all applicable federal, provincial, and local statutes, regulations, and ordinances.
- .2 Whenever sub-contractors are working at the dam, provide a Supervisor at the dam site, who is an employee of the Contractor, and who will be responsible for the site. Supervisor must have the authority to stop Work when, at Supervisor's discretion, it is necessary or advisable to do so for reasons of health or safety.
- .3 Provide all training and personal protective equipment required.
- .4 Ensure that crew working on site has appropriate number of persons trained in CPR and First Aid according to Manitoba Requirements.
- .5 If unforeseen or peculiar safety-related conditions arise during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of the Province of Work and advise Contracting Authority and Technical Authority both verbally and in writing.
- .6 Contracting Authority and Technical Authority may stop Work for health and safety considerations.
- .7 Immediately address health and safety non-compliance issues, whether identified by authority having jurisdiction, or by Contracting Authority, or by Technical Authority.
- .8 Submit to the Technical Authority, within twenty-four hours of occurrence, reports of all accidents, incidents, and/or near-misses that occur during the term of the Contract and also copies of all reports or directions issued by Federal or Provincial health and safety inspectors.
- .9 Immediately address health and safety non-compliance issues, whether identified by authority having jurisdiction or by Technical Authority. Technical Authority may stop Work if non-compliance of health and safety requirements is not corrected.
- .10 Submit copies of all incident and accident reports to Technical Authority.
- .11 File Notice of Project with Provincial authorities before starting Work.

##### ***A5.6.2 Existing Known Site Conditions***

- .1 Currently known hazards include, but are not necessarily limited to, the following:
  - .1 Tripping hazards on operating deck
  - .2 Contact with hydraulic oil, grease, and lubricants
  - .3 Use of lifting equipment
  - .4 Slippery conditions from grease and oil on deck, or from ice and snow
  - .5 Weather hazards
  - .6 Working at heights (when gearbox assembly is being lowered through opening in deck)

### ***A5.6.3 Submittals***

- .1 PWGSC requires a variety of submittals proving Contractor compliance with legislated requirements. Hence, submit the following as part of Activity 1 paperwork:
- .2 **Company information**
  - .1 **Clearance Letter** showing compliance with the requirements of the Workers Compensation Board of Manitoba
  - .2 Company's **Health & Safety Policy Statement** meeting the requirement of the Provincial Occupational Health and Safety Act
  - .3 Company's **Occupational Health and Safety Program** meeting the requirements of the Provincial Occupational Health and Safety Act
- .3 **Site-Specific Hazard Analysis and Health & Safety Plan (SSHAHSP)**
  - .1 Before doing work on site, develop and submit written SSHAHSP customized to work of this contract.
  - .2 Technical Authority will review and will respond in writing within 5 days. Revise and re-submit as often as required.
  - .3 No work may take place on site until Technical Authority has accepted SSHAHSP.
  - .4 Technical Authority's review of SSHAHSP should not be construed as approval and does not reduce the Contractor's overall responsibility.
  - .5 SSHAHSP must include the following:
    - .1 **Part 1 – Safety Hazard Assessment.**—Consider all operations required to effect Work of this contract and identify safety hazards and their probability.
    - .2 **Part 2 – Mitigation Measures.**— For each safety hazard identified, describe measures and controls that will be used to protect employees and subcontract personnel and for ensuring compliance with Federal, Provincial, and Municipal laws and regulations. Include name of person(s) responsible for ensuring adherence to SSHAHSP.
    - .3 **Part 3 – Emergency Contacts.**—This is simply a list of names, roles, and phone numbers, and must include all sub-contractors. Include name of nearest health facility and how they will be contacted during an emergency.
    - .4 **Part 4 – Contingency and Emergency Response Plan.**—Describe standard operating procedures specific to the project site to be implemented during emergencies.
  - .6 Implement and enforce requirements of SSHAHSP for all work done on site.

## **A5.7 Environmental Protection**

### ***A5.7.1 Responsibility***

- .1 **Objective.**—The work must not release any deleterious substance into the environment nor may it disturb habitat and/or individual of any species.
- .2 Contractor is responsible for protection of the environment during all Work at the dam site.
- .3 Provide all training equipment required for environmental protection during Work.
- .4 Provide sufficient number and type of spill kits on-site and ensure they are available at all times to mitigate, intercept, clean up, and dispose of spills that may occur. Be responsible for cleaning up spills.
- .5 Immediately address environmental non-compliance issues, whether identified by authority having jurisdiction or by Technical Authority. Technical Authority may stop Work if non-compliance of environmental requirements is not corrected.

- .6 Clean up work area as work progresses. At the end of each work period, and more often if so ordered by Technical Authority, remove debris from site and clean up generally.
- .7 Handle wastes in accordance with applicable federal and provincial laws, regulations, codes, and guidelines.
- .8 Submit all waste disposal certificates to the Technical Authority.
- .9 Upon request, provide to the Technical Authority all additional evidence of compliance with municipal, provincial, and federal environmental laws and regulations.
- .10 Submit copies of all environmental incident and accident reports to Technical Authority.

#### **A5.7.2 Environmental Submittals**

- .1 Develop written Environmental Protection Plan (EPP) for work to take place at the dam site.
- .2 EPP must be customized to the work of this contract and include name of person(s) responsible for ensuring adherence to EPP during time on site.
- .3 Submit EPP document for Technical Authority's review a minimum of 10 working days before starting work on site. Technical Authority will respond in writing within 5 days. Revise and re-submit as often as required.
- .4 No work may take place on site until Technical Authority has accepted EPP.
- .5 EPP must include the following:
  - .1 **Part 1 - Environmental Hazard Assessment.**—Examine operations required to complete Work of this contract and identify all types and sources of contaminating or polluting materials. Currently known materials include, but may not necessarily be limited to:
    - .1 Solid wastes including used rags, cloths, etc.
    - .2 Hydraulic oil and lubricants
    - .3 All other materials and hazards Contractor foresees during Work
  - .2 **Part 2 - Environmental Mitigation Measures.**—For each hazard identified, describe measures and controls that will be used to prevent damage to surrounding environment and for ensuring compliance with Federal, Provincial, and Municipal laws and regulations. Include name of person(s) responsible for ensuring adherence to Environmental Protection Plan.
  - .3 **Part 3 - Environmental Emergency Measures.**—Describe equipment and procedures to be used in event of unforeseen spill of hydraulic oil and all other potential environmental emergencies.
  - .4 **Part 4 - Waste Disposal.**—Identify methods and locations for hazardous and non-hazardous waste handling and disposal.
- .6 Implement and enforce requirements of EPP until final demobilization from site.

#### **A5.8 Spills**

- .1 During all operations where there is a risk of spill, such as handling of oils, take measures to prevent release of spills or leaks into environment.
- .2 Be prepared to mitigate, intercept, clean up, and dispose of spills or releases that may occur whether on land or water. Provide site crew with an appropriately sized spill kit and ensure they keep spill kit on-site it handy at all times during work for which a risk of spills exists.
- .3 Follow accepted spill procedures described in reviewed Site-Specific Environmental Protection Plan.
- .4 Promptly report spills and releases potentially causing damage to environment to:
  - .1 Technical Authority

- .2 Manitoba Conservation at (204) 944-4888
- .3 Authority Having Jurisdiction or interest in spill or release, including conservation authority, water supply authorities, drainage authority, road authority, and fire department.
- .5 Further information on dangerous goods emergency clean-up and precautions including a list of companies performing this work can be obtained from Transport Canada's 24-hour number (613) 996-6666 collect.

#### **A5.9 Quality Control**

- .1 Contractor is responsible for Quality Control, defined as performing, or having performed by sub-contractors, all inspections, tests, and trials necessary to substantiate that the parts, materials, and services provided conform to contract requirements.
- .2 **Quality Control Plan (QCP).**—The Contractor must prepare and implement a Quality Control Plan (QCP) for the work.
  - .1 The QCP must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality control activities are to be carried out, including review of quality of parts and materials and quality assurance of sub-contractors.
  - .2 QCP must include evidence the Contractor is in contact with the gearbox manufacturer, has received all technical information required to undertake the overhaul, and has the name and contact information of a manufacturer's representative who will be able to provide advice and assistance during the contract.
  - .3 QCP must describe commissioning to be performed on-site to prove that the gearbox assembly operates satisfactorily for the purpose.
- .3 Submit QCP to Technical Authority for review and comment; adjust QCP to suit Technical Authority's comments.
- .4 The Contractor must provide all applicable test data, all Contractor technical data, test pieces and samples as may reasonably be required by the Technical Authority to verify conformance to contract requirements.
- .5 Technical Authority may elect to directly witness any phase of Contractor's Quality Control or may send a representative to do so on his behalf.

#### **A5.10 Warranty**

- .1 Warrant all products delivered for minimum 1 year against all defects in design, materials, or workmanship when in normal use during warranty period.
- .2 Warranty must also cover all sub-components.
- .3 Furnish all required labour, materials, parts, and all other costs associated with required warranty repairs.
- .4 Pay cost of shipping gearbox assembly to place where warranty repairs are to be made.

**A6. FIGURES**



*Figure 1: Location of Lockport, MB*  
Rand McNally maps



*Figure 2: St. Andrew's Lock and Dam, looking downstream.*



*Figure 3: Sluice showing frames partially removed in the fall.*  
View is looking downstream (north). The main frame crane is outlined in red (auxiliary frame crane, when used, would be in the same place on deck). A double-frame is outlined in blue. A single-frame is outlined in green.

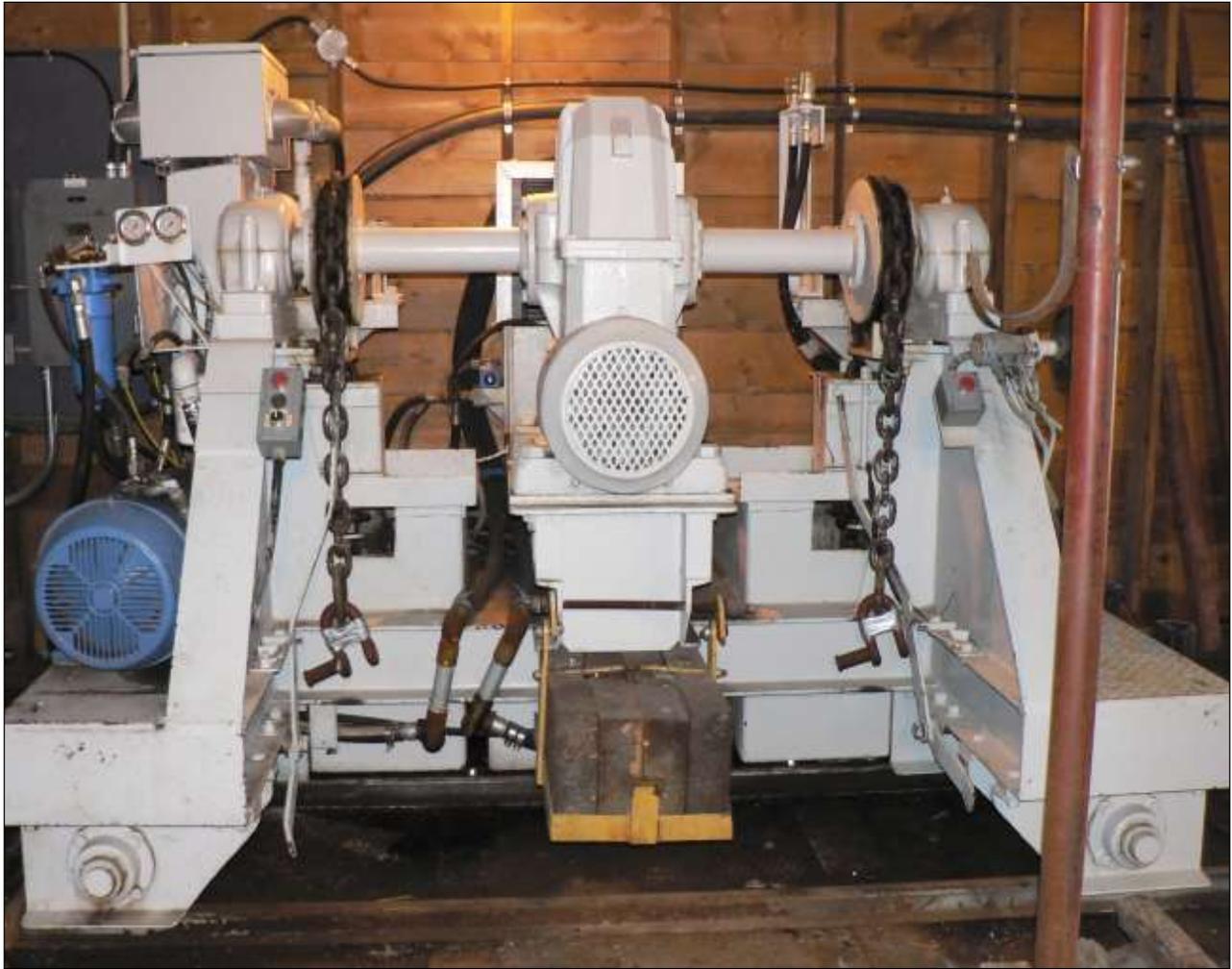


*Figure 4: Frames being hoisted.*

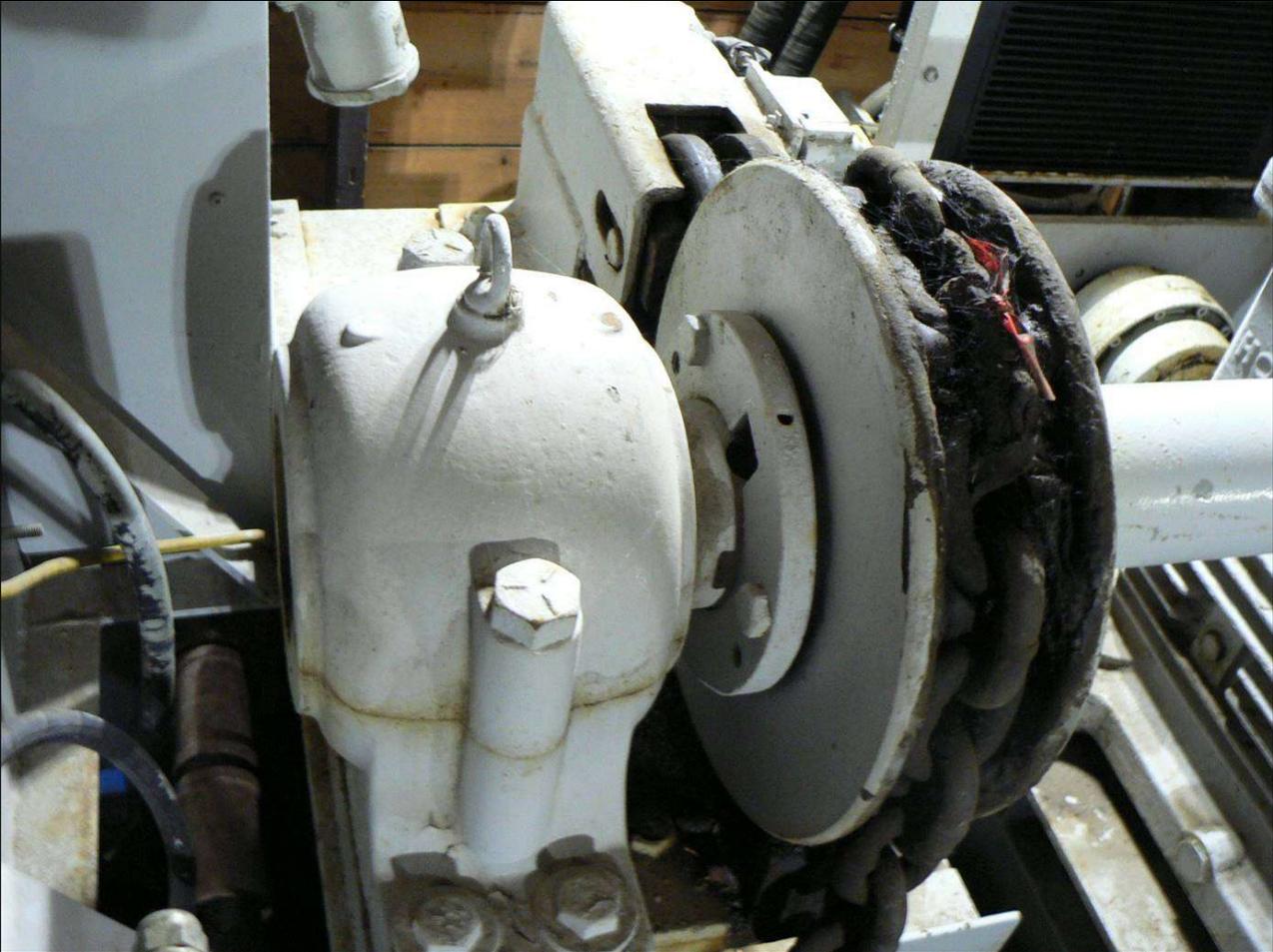


*Figure 5: Working deck, looking east.*

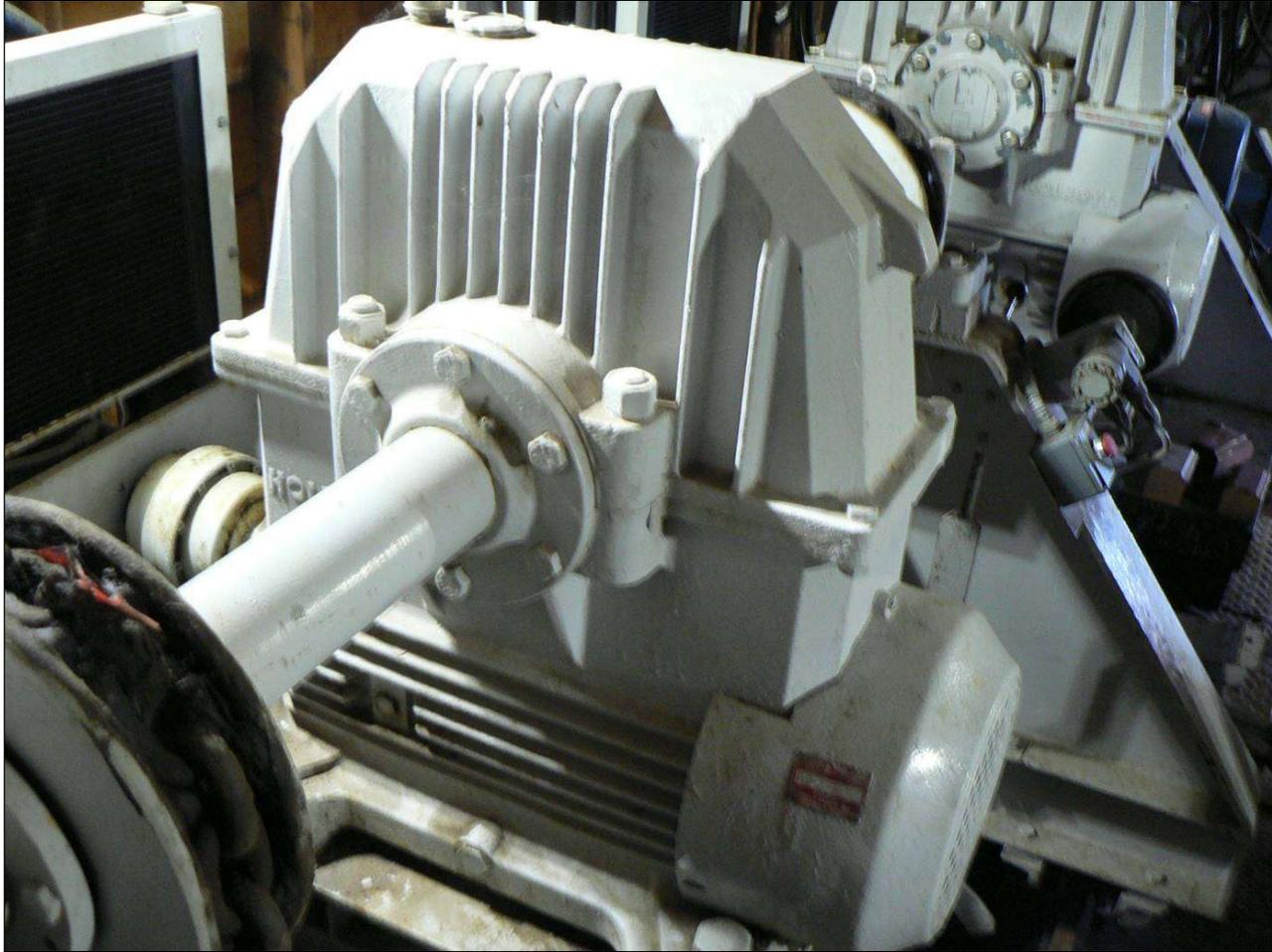
Main frame crane shown at right of photo (auxiliary frame crane, when used, would be in the same place on deck).



*Figure 6: Auxiliary frame crane, showing gearbox at centre, shaft, two pocket wheels, and two pillow blocks.*



*Figure 7: Detail of pillow block and pocket wheel.*



*Figure 8: Detail of gearbox and shaft.*



Figure 9: Detail with gearbox at left, oil cooler at right, and coupling on shaft leading to motor at centre.



Figure 10: Gearbox nameplate.



*Figure 11: Removal of gearbox underway during project to overhaul main frame crane.*



Figure 12: Photo taken during previous work of overhauling main frame crane.



*Figure 13: Photo taken during previous work of overhauling main frame crane.*



Figure 14: Photo taken during previous work of overhauling main frame crane.



*Figure 15: Photo taken during previous work of overhauling main frame crane.*



*Figure 16: Photo taken during previous work of overhauling main frame crane.*



*Figure 17: Photo taken during previous work of overhauling main frame crane.*