



<p><b>RETURN BIDS TO/RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</b></p> <p><b>Electronic Copy:</b> <a href="mailto:ec.soumissions-bids.ec@canada.ca">ec.soumissions-bids.ec@canada.ca</a></p> <p><b>BID SOLICITATION- INVITATION TO TENDER DEMANDE DE SOUMISSIONS – APPEL D’OFFRES</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUMISSION À:</b></p> <p><b>ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d’effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b></p> <p><b>CABLEWAY REPAIRS - WATER SURVEY OF CANADA STATION AT GOLD RIVER ABOVE PALMER CREEK, BRITISH COLUMBIA (08NB014)</b></p>	
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000056863</b></p>	
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2021-04-08</b></p>	
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b></p> <p><b>at – à 3:00 P.M.</b></p> <p><b>on – le 2021-04-20</b></p>	<p><b>Time Zone – Fuseau horaire</b></p> <p>Mountain Daylight Time (MDT)</p>
	<p><b>F.O.B – F.A.B</b></p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b></p> <p><a href="mailto:Crystal.Hendrickson@canada.ca">Crystal.Hendrickson@canada.ca</a></p>	
	<p><b>Telephone No. – N° de téléphone</b></p> <p>N/A</p>	<p><b>Fax No. – N° de télécopieur</b></p> <p>N/A</p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b></p> <p><b>2021-05-31</b></p>	
	<p><b>Destination of Services / Destination des services</b></p> <p><b>Gold River, British Columbia (51°40'40.8"N 117°43'06.6")</b></p>	
	<p><b>Security / Sécurité</b></p> <p>There is no security requirement associated with this bid solicitation</p>	
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l’entrepreneur</b></p>		
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de télécopieur</b></p>	



	<p><b>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)</b></p>     <p><b>Signature</b> <span style="float: right;"><b>Date</b></span></p>
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**INVITATION TO TENDER  
CABLEWAY REPAIRS - WATER SURVEY OF CANADA STATION AT GOLD RIVER ABOVE  
PALMER CREEK, BRITISH COLUMBIA (08NB014)**

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**R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY  
REQUIREMENTS  
(GI) (2019-05-30)**

The following GI's are included by reference and are available at the following Web Site  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

- GI01 Integrity Provisions - Bid
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## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 BID DOCUMENTS**

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2020-05-28)
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

**Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.**

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Services and Procurement Canada. The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

The General Instructions R2710T are modified as follows:

At GI10 (2010-01-11) Revision of bid

**DELETE:** In its entirety.

**INSERT:**

1. A bid submitted in accordance with these instructions may be revised provided the revision is received at the office designated for the receipt of bids, on or before the date and time set for the closing of the solicitation. The revision shall be on the Bidder's letterhead or bear a signature that identifies the Bidder.
3. A revision to a bid 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.

At GI13 (2020-05-28) Procurement Business Number

**DELETE:** In its entirety.

At GI16 (2010-01-11) Performance evaluation

**DELETE:** 2.

### **SI02 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at [crystal.hendrickson@canada.ca](mailto:crystal.hendrickson@canada.ca). Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than 5 business 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 Bidders, Environment and Climate Change Canada (ECCC) will examine the content of the enquiry and will decide whether or not to issue an amendment.



3. All enquiries and other communications related to this bid 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 bid being declared non-compliant.

### **SI03 SITE VISIT**

1. There will not be a site visit in this solicitation.

### **SI04 REVISION OF BID**

A bid may be revised in accordance with GI10 of R2710T.

### **SI05 INSUFFICIENT FUNDING**

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid.

### **SI06 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

### **SI07 Bid Preparation Instructions**

Bids must be prepared and submitted in accordance with GI09 (2014-03-01) Submission of Bid.

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

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

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



eng.html). To assist Canada in reaching its objectives, Bidders are required to submit their bid electronically.

**Note for electronic submission of bids:**

In order to be considered, bids must be received no later than the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: [ec.soumissions-bids.ec@canada.ca](mailto:ec.soumissions-bids.ec@canada.ca)

Attention: **Crystal Hendrickson**

Solicitation Number: **5000056863**

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

**SI08 CONSTRUCTION DOCUMENTS**

All construction documents such as the Supporting Documents and Drawings are attached at Appendix A1 and Photos are attached at Appendix A2 of this solicitation.

**SI09 INDUSTRIAL SECURITY RELATED REQUIREMENTS**

Not Applicable

**SI10 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

R2710T, GI07 has been amended to the following:

**GI07 (2015-02-25) Listing of Subcontractors and Suppliers**

The Bidder must submit the names of Subcontractors and Suppliers for the part or parts of the Work listed (estimated at 25% or more of project value). See APPENDIX 3. **Failure to do so will result in the disqualification of its bid.**

**SI11 Green Procurement**

To support the mandate and commitments of ECCC and the Government of Canada as a whole, Bidders that do business with ECCC are expected to have a Corporate Environmental Policy that addresses water conservation, greenhouse gas (GHG) reduction, waste reduction, air quality, and supports biodiversity and protection of wildlife.

**SI12 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:

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

Buy and Sell

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

Canadian Economic Sanctions

[https://www.international.gc.ca/world-monde/international\\_relations-relations\\_internationales/sanctions/index.aspx?lang=eng](https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng)

Bid Bond (form PWGSC-TPSGC 504)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

[http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

Labour and Material Payment Bond (form PWGSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.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>

Trade Agreements

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





### CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D (2017-11-28);
GC2	Administration of the Contract	R2820D (2016-01-28);
GC3	Execution and Control of the Work	R2830D (2019-11-28);
GC4	Protective Measures	R2840D (2008-05-12);
GC5	Terms of Payment	R2850D (2019-11-28);
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 (2019-11-28);
GC9	Contract Security	R2890D (2018-06-21);
GC10	Insurance	R2900D (2008-05-12);
GC11	Allowable Costs for Contract Changes Under GC6.4.1	R2950D (2015-02-25);

  - e. Supplementary Conditions
  - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - h. 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 Bid and Acceptance Form submitted.



## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING**

There is no document security requirement applicable to this Contract.

### **SC02 LIMITATION OF LIABILITY**

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
  - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
  - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

### **SC03 INSURANCE TERMS**

#### **Commercial General Liability**

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 Environment and Climate Change 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. Sudden and Accidental Pollution Liability\* (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

\*Contractors Pollution Liability:

Required when the nature of the work poses a risk of pollution damage such as:

- work involving storage tanks
- work on bridges or above water where contaminants could be released into water streams
- work involving removal of hazardous materials



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 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.

2) **Period of Insurance**

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (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 contract award, the Contractor must deposit with Canada a Certificate of Insurance.
- (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.



**BID AND ACCEPTANCE FORM (BA)**

**BA01 IDENTIFICATION**

Cableway Repairs - Water Survey of Canada Station at Gold River Above Palmer Creek, British Columbia (08NB014)

**BA02 LEGAL NAME AND ADDRESS OF BIDDER**

Legal Name: \_\_\_\_\_

Operating Name (if any): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**BA03 THE OFFER**

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

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

excluding Applicable Tax(es) (amount in numbers).

**BA04 BID VALIDITY PERIOD**

The bid must not be withdrawn for a period of **120 days** following the date of solicitation closing.

**BA05 ACCEPTANCE AND CONTRACT**

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

**BA06 CONSTRUCTION TIME**

The Contractor must perform and complete the Work within seven (7) weeks from the date of notification of acceptance of the offer.

**BA07 BID SECURITY**

The Bidder must enclose bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

**BA08 SIGNATURE**

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

**Name & Title** (*printed*):

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**APPENDIX 1 - PRICE FORM**

The following is a breakdown of major item prices, inclusive of supply and installation cost, which are included in the total Tender Price submitted by: \_\_\_\_\_ (enter name of Bidder) in the completion of works for this project.

- 1) The daily rate for each equipment and person identified in the Bidder's "List of Tools/Equipment" and "List of Personnel" proposed for each Item will govern in establishing the Total Price. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

	(A)	(B)	(C)	(D)	(E)
Item	Specification Reference	Equipment Daily Price <sup>1</sup> (applicable taxes extra)	Labour Daily Price <sup>2</sup> (applicable taxes extra)	Estimated Number of Days <sup>3</sup>	Extended Price (B + C x D) (applicable taxes extra)
1	Mobilization and demobilization	\$	\$	2 Days	\$
2	Installation of four (4) steel plate anchors, two (2) each side	\$	\$	3 Days	\$
3	If required – removal and disposal of existing single plate anchors on both banks	\$	\$	0.5 Day	\$
4	Removal and disposal of existing steel A-frame footings, four (4) in total, two (2) on each bank	\$	\$	0.5 Day	\$
5	Installation of two (2) new steel A-frame footing on each bank, four (4) in total	\$	\$	2 Days	\$
6	Removal and disposal of existing A-frames on each side of the bank	\$	\$	0.5 Day	\$
7	Installation of new steel A-frame on each side of the bank	\$	\$	1 Day	\$
8	Replacement of main cable, aircraft cable, and tieback cables	\$	\$	1 Day	\$
9	Disposal of the existing cables, and hardware.	\$	\$	0.5 Day	\$
10	Restoration of the area to its original condition	\$	\$	1 Day	\$



11	If required – clearing of snow or vegetation for creation of access route	\$	\$	2 Days	\$
12	If required – removal of unforeseen obstacles as determined by ECCC “Unforeseen obstacles” are defined under section 4.1 of Annex “A”.	\$	\$	2 Days	\$
<b>Total Extended Price (applicable taxes extra)</b>					<b>\$</b>

1. The Contractor must provide a List of Tools/Equipment including the daily rate for each.
2. The Contractor must provide a List of Personnel including their class of labour and the daily rate for each.
3. The “Estimated Number of Days” column is based on a 7.5 hour workday, and is provided as an estimate for **evaluation purposes only** during the solicitation process and does not represent a commitment by Canada of the future usage. The Estimated Number of Days per Item may be adjusted by ECCC as required prior to contract award.



**APPENDIX 2 - INTEGRITY PROVISIONS**

Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la Politique d'inadmissibilité et de suspension ainsi que le Code de conduite pour l'approvisionnement. / Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and Ineligibility and Suspension Policy as well as the Code of Conduct for Procurement.

Selon la Politique d'inadmissibilité et de suspension de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.<sup>1</sup> / In accordance with the PWGSC (now PSPC) Ineligibility and Suspension Policy, the following information is to be provided when bidding or contracting.<sup>1</sup>

\* Informations obligatoires / Mandatory Information

<b>*Dénomination complète de l'entreprise / Complete Legal Name of Company</b>	
<b>*Nom commercial / Operating Name</b>	
<b>*Adresse de l'entreprise / Company's address</b>	<b>*Type d'entreprise / Type of Ownership</b>
	<input type="checkbox"/> Individuel / Individual <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Coentreprise / Joint Venture
<b>*Membres du conseil d'administration<sup>2</sup> / Board of Directors<sup>2</sup> (Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)</b>	
<b>Prénom / First name</b>	<b>Nom / Last Name</b>
<b>Position (si applicable) / Position (if applicable)</b>	

<sup>1</sup> **Liste des noms :** Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement:

- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d'une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d'entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n'ont pas à soumettre une liste de noms.

**List of names:** All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

- suppliers that are corporate entities, including those bidding 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;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

<sup>2</sup> Conseil des gouverneurs / Board of Governors; Conseil de direction / Board of Managers; Conseil de régents / Board of Regents; Conseil de fiducie / Board of Trustees; Comité de réception / Board of Visitors





### APPENDIX 3 - LISTING OF SUBCONTRACTORS AND SUPPLIERS

The Bidder must submit the list of Subcontractors and 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.

	<b>Subcontractor and Suppliers</b>	<b>Division</b>
1		
2		
3		
4		



## ANNEX "A" – STATEMENT OF REQUIREMENTS

**The Contractor hereby agrees to provide the construction services outlined below in this Statement of Requirements.**

Cableway Repairs - Water Survey of Canada Station at Gold River Above Palmer Creek, British Columbia (08NB014)

### 1.0 Introduction

Environment and Climate Change Canada (ECCC) maintains cableway and hydrometric gauging stations across approximately 500 sites in the Pacific and Yukon areas. The hydrometric data support activities such as policy development, infrastructure design, water allocation, flood and drought response, recreation, navigation, ecosystem protection, and scientific study.

Hydrometric stations typically consist of a "walk-in" or "look-in" instrument shelter and a cableway or metering bridge to measure discharge. Other structures include helicopter pads and access stairways. Many of the hydrometric stations were built decades ago where structural degradation has occurred over time. As such, infrastructure deficiencies and safety concerns have been identified; requiring repairs and upgrades to return these stations to operational condition.

### 1.1 Objective

ECCC requires a Contractor to conduct construction activities to upgrade the existing cableway to a level of safety acceptable for manned operation at the Water Survey of Canada Station at Gold River above Palmer Creek, B.C.

### 2.0 Project Station Location and Access

The subject station is located approximately 70 km Northwest of Golden, B.C. The station's coordinates are roughly 51°40'40.8"N 117°43'06.6" See the site maps below (Figure 1).

The home-side is located on the left bank of the river. It can be reached by driving 40km North on Kinbasket Lake Resort Rd from the intersection with Highway 1 until the bridge over Gold River is reached. Then turn left on the next road to cross Palmer Creek, and follow the road for approximately 1km before walking through bush to reach the site. Density of the forest is unknown. The site is approximately 200m from the trail. Access for an excavator will require clearing of vegetation outside of bird nesting window (April 12th – Aug 13th), requiring pre-approval by ECCC Technical Authority and Qualified Environmental Professional (QEP). QEP will be supplied by ECCC, see section 4.5 for environmental procedure. If excavator cannot reach the cableway, hand digging is required.

The far-side is approximately 300m from the Forest Service road extending down the right bank of the river. It is uncertain whether the site can be reached on foot from this side, a boat may be required for crossing the river. It is unlikely an excavator can reach the far-side of the cableway and hand digging is required. There is helicopter access to the home-side of the site. Any vehicles for access are to be provided by the Contractor.



**Figure 1: Gold River Cableway Site**

### 3.0 Existing Infrastructure

The existing cableway (Figure 2) spans approximately 56m across Gold River.

The infrastructure on the left bank consists of an A-frame and steel plate anchor system. The A-frame is 2m tall, made of 8" x 8" timber. The A-frame is supported by 5ft tall 6-inch diameter pipe footings. The downstream footing is tilting 5° away from the river and sticking out 0.40m above the ground. The upstream footing is tilting 4° away from the river and sticking out 0.50m above the ground. At the bottom of the pipe is a 12-inch x 12-inch plate. There is a hinge connection between the A-frame and footings, meaning the A-frame will topple if unsupported. The anchoring system is one 12ft long steel plate anchor buried approximately 1.6m below ground level. It emerges from the soil approximately a 24° angle with horizontal. Soil is expected to be a mixture of silt, sand, and small boulders.

The right bank A-frame is 2m tall, made of 8" x 8" timber with similar footings to the left bank. The footing are approximately 0.30m above the ground. There is a hinge connection between the A-frame and footings, meaning the A-frame will topple if unsupported. The anchoring system is similar to the left bank at approximately 1m below the ground with a stick-out angle of 27°. Soil is expected to be a mixture of silt, sand, and small boulders.



The cables are 7/8" 6x19 IWRC for the main and 3/8" 7x1 IWRC for both the tiebacks and aircraft cables.  
The marker cable supports two aircraft markers.

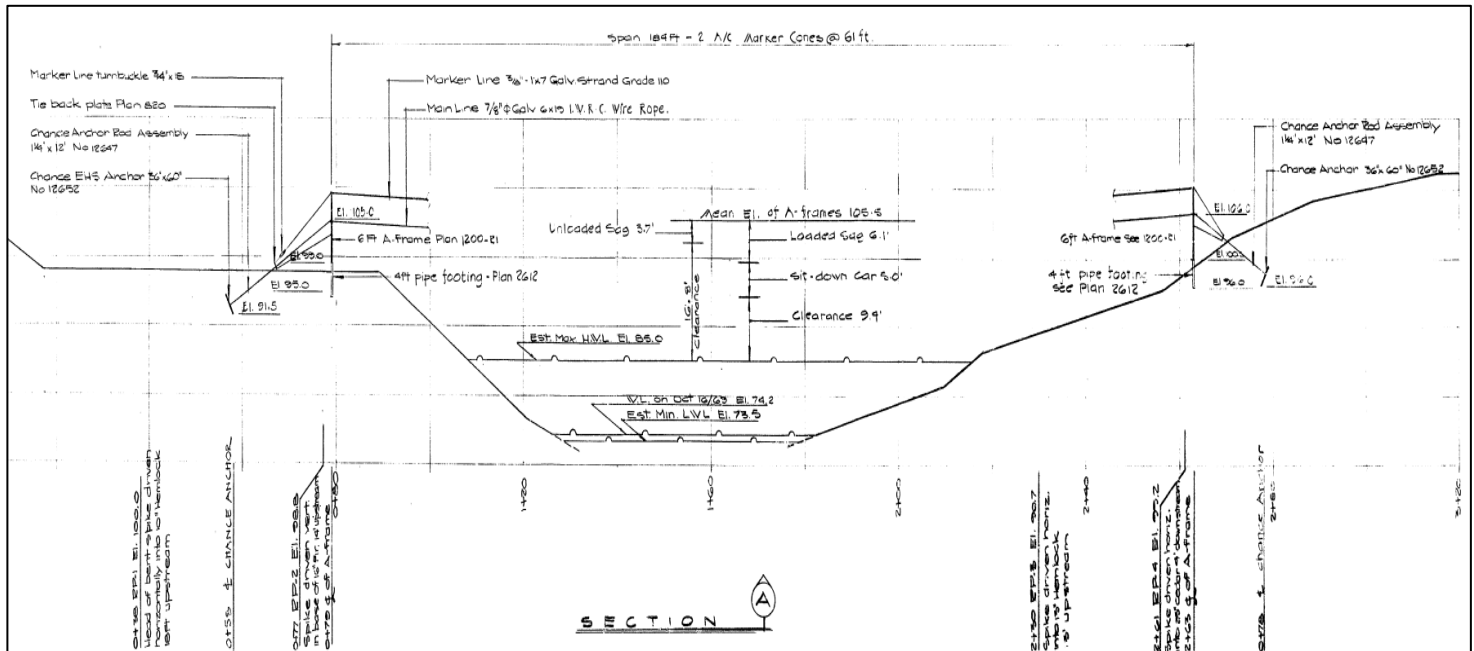


Figure 2: Gold River Existing Infrastructure

#### 4.0 Scope of Requested Services

The Contractor will provide mobilization and demobilization, all labour, supervision/project management, equipment and supplies as required completing the requested services for the Gold River above Palmer Creek cableway, including the following:

- Replace the existing steel plate anchors on each side of the cableway with 2 (two) new steel plate anchors as per drawing 2812 – Steel Plate Anchor and Reference Plan 2863 – Double Plate Anchor and Bridle system;
  - The existing steel plate anchor can be left in place (unless it is in the way of the new anchors), the marker and aircraft cable will be attached to it;
  - Compaction of the soil on the steel plate anchors during backfill;
  - Anchors to be at approximately 2.5m depth, but can vary by site. The Contractor is obligated to excavate as deep as required for proper placement of infrastructure per ECCC requirements;
  - ECCC Project Manager will layout the anchor position;
  - Excavation is not to be backfilled unless approval is provided by ECCC Technical Authority;
- Wooden A-frames on both sides are to be replaced with Heavy Duty (HD) Steel A-frames, per drawing 3136, and disposed of. The new A-frames need to be in line with the existing;
  - 2m HD A-frame on the home side;
  - 3m HD A-frame on the far side;
- Replace the existing A-frame leg steel pipe footing on both sides with a 1m x 1m Braced Plate Steel Footings as per McElhanney Drawing No. 3136-7. Dispose of the existing footings;
  - The new steel plate footing will be installed at the same distance from the river as existing. Footings are to be oriented perpendicular to the main cable and parallel to the river;



- A-frame and steel plate footing must be installed level and plumbed;
- The New footings will be 1m x 1m in size placed approximately 1.5m below ground level;
- Excavation is not to be backfilled unless approval provided by ECCC Technical Authority;
- Replacement of the main cable with 7/8" 6x26 IWRC and all associated hardware (fist grips, turnbuckles, and thimbles, etc.);
- Replacement of tieback cables with 1/2" 6x26 IWRC tieback cable and all the associated hardware (fist grips, turnbuckles, and thimbles etc) on each bank;
  - Each tieback will be connected to a steel plate anchor;
- Replacement of the aircraft cable with 3/8" 6x26 IWRC and associated hardware (fist grips, turnbuckles, and thimbles, etc.);
- Installation of A-frame Safety Loop as per "Safety Loop Sketch";
- Installation of a Docking Hock on the right-bank per drawing;
- Installation on a Danger Sign on the right-bank per drawing;
- The site must be restored to its original state;
  - Before and after photos are required per section 4.2;
- Submittal of a Work Plan prior to mobilization, as outlined in section 4.1;
- Submittal of a Health and Safety Plan prior to mobilization, as outlined in section 4.1;
- The Contractor is responsible for pickup and delivery of materials and components from Richmond, B.C. or Vernon, B.C. as designated and provided by ECCC;
  - ECCC will provide the list of materials and components;
  - ECCC will provide address for pick-up upon award.

#### 4.1 Considerations and General Requirements Procedures

The above-noted cableway is **out of service** and **should not** be used under any circumstance for the transportation of people. Goods may be transported with the cableway with advanced approval from the Technical Authority. It is the Contractor's responsibility to ensure safety for any goods on the cableway.

The Contractor must provide a Work Plan, clearly stating their methodology for the relevant points below:

- Installation of the new steel plate anchors;
- Lowering and replacing the main cable and marker cable; the cable **must not** be left in the river for longer than 1 hour. Care is to be taken by the Contractor to ensure the cable does not cause a safety concern for any traffic within the river. Care must be taken to notify and highlight any danger to river traffic;
- Stabilizing or lowering A-frame; the A-frame **cannot** impact the river bank or be placed in the stream;
  - The steel A-frames have a pin base connection, and it is unstable under reduced tension in the existing cables – **the A-frame structure is required to be stabilized in all direction during the entire construction activity.**
- Contractor's "Chance find procedures" for Archaeological Materials; ECCC to provide a sample upon contract award.
  - The "Chance Find Procedures" is a project-specific procedure that outlines actions required if previously unknown heritage resources, particularly archaeological resources, are



encountered during the project construction and operation.

- List of Contractor's tools and equipment;
  - See section 4.4 for ECCC recommendations;
- Quality control plan;
- Waste management plan;

The Contractor must provide a Health and Safety Plan, clearly stating the procedures for ensuring safety throughout the project. This should include steps in the case of emergency, in the case of potential construction problems, and everyday procedures to promote safety. If at the time of construction, the COVID-19 pandemic is ongoing, the Contractor must include measures to reduce the risk of COVID-19 spread between individuals on site. Health and Safety Plan must be in conformity with all regulations and requirements outlined in section 7.0.

The main cable and marker cable must not be dragged across the river by boat. The cable must be pulled across the river from either shore by winching or other similar methods.

All excavation must be properly shored in accordance with Canadian Labour Code and Worker's Compensation Board Guidelines.

The Contractor is required to have the proper equipment and experience to carry out cable installation. Cables must be installed in accordance to the ECCC/Technical Authority design and specifications, cable manufacturer and cable hardware specification/guidelines. The main cable is required to be installed at the design unloaded sag and tensioned correctly and secured per ECCC standards upon construction completion.

The Contractor is required to have sufficient equipment and experience to carry out the plate anchors and A-frame footings installation. Anchors must be installed at an adequate depth to achieve the correct angles and stick-out as per ECCC structural drawings 2812 and 2863. Full documentation, including survey data and photographs, must be provided.

Property belonging to ECCC or a private entity on-site or related to any project must not be damaged. Any damage must be repaired prior to demobilization at the Contractor's expense. ECCC is responsible for notifying the Landowners, Parks, etc. The Contractor must not enter the site without approval from the Technical Authority.

Snow clearing/ access path clearing/fixing, removal of vegetation if required (based on recommendation and approval of an Environmental Consultant and/or Technical Authority), is the responsibility of the Contractor. If access requires removal of vegetation, pre-approval must be sought from ECCC Technical Authority. A QEP may be required on-site for this work, see section 4.5 for details.

#### **4.2 Work Authorization**

The Contractor must ensure that all pre-construction deliverables, including a detailed outline of all work, schedule, project sequence, shop drawings, mill-certificates, and items related to Section 4.0 are provided prior to the mobilization and commencement of work. Unless otherwise agreed upon, the Contractor must provide field records and survey results to confirm the cables and towers have been re-installed according to ECCC drawings and guidelines upon completion.

A construction methodology for all parts of the Work must be submitted to ECCC Technical Authority for review prior to any work commencing. ECCC Technical Authority has five (5) business days to review and provide comments.



The Contractor must ensure they provide photos of their work at the site before, during, and after construction activities. This includes photos of all major installations and changes on the construction site. Extra measures must be taken for installation of the cables/fist grips and steel plate anchors to meet the adequate depth and angle requirements. Photos of the material being disposed at an approved facility are also required. All photos must be provided to the Technical Authority within five (5) business days from completion of the Work.

The following documents will be maintained on-site by the Contractor, one copy of each document as follows:

- Contract Drawings, as provided by ECCC;
- Environmental Protection Plan, if provided by ECCC;
- Archaeological Assessment, if provided by ECCC;
- Specifications, if provided by ECCC;
- Contract Documents, as agreed upon;
- Addenda, as agreed upon;
- Reviewed Shop Drawings, as created by the Contractor and approved by the Technical Authority;
- List of Outstanding Shop Drawings, as created by the Contractor;
- Other Modifications to Contract, as agreed upon;
- Copy of Accepted Work Schedule, as created by the Contractor and approved by the Technical Authority;
- Health and Safety Plan, as created by the Contractor, and;
- Other documents as required.

The Contractor must adhere to recommendations included in the Environmental Protection Plan (EPP) and Archaeological Assessment (AA) provided by ECCC. Cases of Contractor's or its Subcontractor(s) non-compliance to the EPP or AA observed by ECCC will follow the procedures outlined in section 8.0.

Delivery of the project on schedule, budget, and safely is the responsibility of the Contractor. ECCC is not obliged to provide guidance or suggestions beyond those outlined in section 12.0. It is the responsibility of the Contractor to ensure that the construction meets the standards and dimensions specified by ECCC.

#### **4.3 Project Related Materials**

The Contractor is responsible for transportation of the required materials and components to the project site. It is the Contractor's decision to determine the most efficient and cost-effective method of transporting the equipment and materials to either side of the cableway. Any transportation methods are the responsibility of the Contractor. Written confirmation is to be provided to ECCC Technical Authority for any material that is collected from ECCC.

The Contractor is responsible for removal and disposal of old material from the project site. Existing/used cable hardware must be marked and is not to be re-used.

Any unused material must be returned within one (1) month from the completion of the project to the ECCC Richmond, B.C. sub-office unless otherwise directed by ECCC Technical Authority.  
Richmond Sub-Office Address: 140 – 13460 Vanier Pl., Richmond, B.C., V6V 2J2

#### **4.4 Recommended Specialized Tools/Equipment**

ECCC recommends the following tools/equipment:



- Cable Grips, large (up to – 1.1”) for the main cable – two or more units;
- Cable Grips, small (up to – 7/8”) for marker and tieback cables – two or more units;
- Torque Wrench, 3 ft handle (225 ft-lbs) for the main cable’s fist grips;
- Torque Wrench, small (45 ft-lbs and 65 ft-lbs) for marker and tieback cables’ fist grips;
- Chain Hoist 1.5 – 3.0 Ton – two or more units;
- Portable Winch (min 8000lbs);
- Shackles, ropes, straps, come-along etc.

#### **4.5 Environmental Considerations**

The Contractor will submit a request to ECCC Technical Authority for any work including removal of vegetation or snow or any actions affecting the environment. ECCC will consult with a Qualified Environmental Professional (QEP) to determine requirements and limitations for work. ECCC Technical Authority will provide approval to proceed or request to re-evaluate approach. The Contractor will not proceed with the action prior to approval. Approval may include any amount of limitations determined by QEP.

Limitations may include, but are not limited to, restriction of area where vegetation can be cleared, size/amount of vegetation that can be cleared, or requirement for QEP to be on-site. Specifically a QEP may be required on-site for certain cases of vegetation clearing or crossing an excavator over the river. Requirement for QEP on-site will be determined by the QEP prior to action. ECCC will arrange for the QEP to be on-site, but it is the responsibility of the Contractor to ensure a QEP is present for any action requiring QEP on-site.

Cases of non-compliance observed by ECCC will follow the procedures outlined in section 8.0.

#### **5.0 Deliverables**

##### **5.1 Pre-Construction Deliverables**

The Contractor must ensure that all pre-construction deliverables are completed. This includes:

- Work Plan Methodology;
- Schedule;
- Health and Safety Plan;
- Shop drawings, as applicable;
- Mill-certificates, as applicable.

Documents are to be provided prior to the mobilization and commencement of work. Details of construction methodology to be per section 4.2. ECCC Technical Authority has **5 business days** to review and provide comments.

##### **5.2 Construction Deliverables**

The Contractor must ensure that all deliverables related to the construction are completed. The Contractor must:

- Provide the ECCC Technical Authority with a written receipt of materials collected from ECCC;
- Provide all services outlined in Section 4.0.

##### **5.3 Post-Construction Deliverables**

Upon completion, the Contractor must ensure that all post-construction deliverables are submitted to the Technical Authority. This includes:

- Photos of before, during, and after construction;





- See section 4.2 for photo requirements.

## **6.0 Damages, Lost Materials, and Defective Work**

Property belonging to ECCC, the Crown, or a private entity on-site or related to the project must not be damaged. Any damage must be repaired prior to demobilization at the Contractor's expense.

Any material that is lost or damaged by the Contractor must be reported to ECCC Technical Authority and replaced at the Contractor's expense. Extra material is to be returned to ECCC at the completion of the project as per section 4.3.

Any Work rejected by ECCC as a result of poor workmanship, use of defective products or damage caused by negligent or deliberate acts or omissions of the Contractor or of its Subcontractors is to be replaced by the Contractor at the Contractor's expense.

## **7.0 Safe Work Procedures**

The Contractor must remain in compliance with the Canada Labour Code, National Joint Council Occupational Health and Safety Directive, and WorkSafeBC Guidelines. The Contractor must provide ECCC Technical Authority with details for each construction task compiled into a Health and Safety Plan.

The Contractor is expected to follow safe work procedures, including proper Personal Protective Equipment (PPE) use at all times. A Personal Flotation Device must be worn if there is a risk of drowning. A complete Basic First Aid Kit must be carried and on-site.

The Contractor is responsible for circulation of the Health and Safety Plan to all individuals on site and ensuring that all individuals are in adherence to the Health and Safety Plan. Cases of non-compliance observed by ECCC will follow the procedures outlined in section 8.0.

All guidelines and regulations provided by the Government of Canada, the Province of BC, WorkSafeBC, and the British Columbia Construction Association relating to the COVID-19 pandemic must be practiced throughout all construction activities.

## **8.0 Notifications of Non-Compliance**

The following procedures will be followed in the case that non-compliance is observed by ECCC.

1. The Technical Authority will notify Contractor in writing of observed non-compliance related to Health and Safety, Environment, Private Property, or any other regulations and requirements.
2. After receipt of such notice, the Contractor shall inform the Technical Authority of proposed corrective action within one (1) day to obtain the approval from the ECCC Technical Authority. Technical Authority will provide review and approval in one (1) day.
3. Once approval has been provided by the ECCC Technical Authority, the Contractor may proceed with the proposed actions.
4. If warranted, the ECCC Technical Authority will issue a Stop Work Order until satisfactory corrective action has been taken by the Contractor.
5. Suspensions will be lifted once the corrective action(s) have been proposed and taken by the Contractor, with the approval of the Technical Authority.
6. No time extensions will be granted or equitable adjustments will be given to the Contractor for such suspensions.
7. In the case where there is immediate danger to the health and safety of a worker or integrity of infrastructure, the Contractor may take immediate actions.

## **9.0 Schedule**



ECCC estimates that completion of the project will require 14 days on-site. Unless otherwise agreed upon, the project is to be completed over 14 days between **April 26, 2021 and June 11, 2021**. The final invoice must be submitted once work has been completed, no later than **March 15, 2022**.

A kick-off meeting between ECCC and the Contractor shall be scheduled within five **(5) business days** of contract award. Meeting to be arranged and led by the representative of ECCC.

The Contractor must submit to ECCC a comprehensive schedule of the project work/task(s) prior to mobilization. The schedule must be approved by both parties.

Weekly progress meetings are to be arranged by the Contractor to provide weekly updates to ECCC. This should include reporting of project schedule.

Standard work schedules for members of ECCC are Monday to Friday 8:00 AM to 4:30 PM. Work outside of these hours will require ECCC members to seek advance approval from ECCC director.

The Contractor must provide 72-hour advance notice when requesting the on-site presence of an ECCC member. See section 11.0 for list of items requiring ECCC field review.

#### **10.0 Documents**

The following documents, drawings and photos are part of this project (located in the ZIP files) and are intended to be read with this Statement of Requirements:

- (1) 2812 – Steel Plate Anchors
- (2) 2863 – Double Anchor System
- (3) 3136 – Heavy Duty A-frames
- (4) Safety Loop Drawing
- (5) Gold River Archaeology Assessment
- (6) Crosby Fist Grip Specifications
- (7) HG-228 J&J Turnbuckles Specifications
- (8) Related Photos

#### **11.0 Environment and Climate Change Canada Responsibilities**

ECCC will provide the following:

- All materials required for construction;
- Acquisition of relevant permits and background information with the Province of British Columbia and the Department of Fisheries and Oceans;
  - BC Water Act Notification;
  - Archaeological Assessment;
  - Desktop Study - Environmental Assessment;
  - Working around Water Permit, as applicable;
- Providing drawings and description of all components related to the work;
- Supply of Qualified Environmental Professional (QEP) services, as required;
- Will provide on-site and remote support during all phases of the project;
  - Will be on-site at the beginning of construction and to conduct a final sign-off and survey upon completion;
  - ECCC will provide field review of the following installations:
    - Location of the A-frame in regards to distance from river bank;
    - Lay-out of the steel plate anchors locations and distance from the A-frame;



- Approval of depth, angle, and location of components installed by excavation prior to backfill;
- Inspection of cableway at completion of construction and prior to hand-over.