

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**PWGSC/TPSGC Acquisitions Bid Receiving  
Box/Boîte de Réception des Soumissions  
Bid Receiving Box/Boîte de Récepti  
1st Floor/1<sup>ère</sup> étage, Suite 1212  
100-1045 Main Street  
Moncton  
New Brunswick  
E1C 1H1  
Bid Fax: (506) 851-6759**

## Request For a Standing Offer Demande d'offre à commandes

### Regional Individual Standing Offer (RISO)

### Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Acquisitions NB/PEI (Moncton Office) – Bureau  
d'acquisitions N.-B./Î.-P.-É. (Moncton)  
1045 Main Street / 1045, rue Main  
Moncton  
New Brunswick  
E1C 1H1

<b>Title - Sujet</b> RISO Asphalt Paving & Repair RISO - Placement and Repair of Asphalt Pavement, 5 CDSB Gagetown NB	
<b>Solicitation No. - N° de l'invitation</b> W6898-220553/A	<b>Date</b> 2022-01-16
<b>Client Reference No. - N° de référence du client</b> W6898-220553	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MCT-033-6131
<b>File No. - N° de dossier</b> MCT-1-44108 (033)	<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> Atlantic Standard Time AST <b>on - le 2022-02-03</b> Heure Normale de l'Atlantique HNA	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Young (MCT), Leesa	<b>Buyer Id - Id de l'acheteur</b> mct033
<b>Telephone No. - N° de téléphone</b> (506)871-1716 ( )	<b>FAX No. - N° de FAX</b> (506)851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 5 CDSB GAGETOWN Bldg 18 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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 (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>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
						Destination	Plant/Usine		
1	RISO Asphalt Paving & Repair RISO Asphalt Paving & Repair	W6898	W6898	1	Each	\$	XXXXXXXXXXXX	See Herein – Voir ci-inclus	

## **REQUEST FOR STANDING OFFER (RFSO)**

Placement and repair of asphalt paving  
5 CDSB Gagetown, NB

### **IMPORTANT NOTICE TO OFFERORS**

#### **See recently adopted changes**

SI11 COVID-19 Vaccination Requirement and Certification has been added

SC03 COVID-19 Vaccination Requirement Certification Compliance

APPENDIX 6 - COVID-19 Vaccination Requirement Certification has been added

#### **ASPHALT CEMENT PRICE ADJUSTMENT**

This solicitation includes a price adjustment clause for asphalt cement. Refer to the Supplementary Conditions.

#### **ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS)**

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

#### **LISTING OF SUBCONTRACTORS/SUPPLIERS**

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

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## GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)

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

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

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**GI02 (2014-03-01) Completion of offer**

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

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

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

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

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

**GI04 (2015-02-25) Applicable Taxes**

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

**GI05 Listing of Subcontractors/Supplier**

(Applicable on call-ups)

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

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**GI06 (2014-03-01) Submission of offer**

1. Canada requires that each offer, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Offeror or by an authorized representative of the Offeror.
2. It is the Offeror's responsibility to:
  - a. submit an offer, duly completed, in the format requested, on or before the solicitation closing date and time set;
  - b. In the case of submission by epost Connect, see instructions in GI06.2.ii below.
  - c. obtain clarification of the requirements contained in the RFSO, if necessary, before submitting an offer;
  - d. ensure that the Offeror's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the submission containing the Offer; and
  - e. provide a comprehensive and sufficiently detailed Offer that will permit a complete evaluation in accordance with the criteria set out in this RFSO.
  - f. send its Offer only to the Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified below, by the date and time indicated on page 1 of the offer solicitation, either by delivering a hard copy or electronic ePost Connect submission as follows:

**HARD COPY Offer Submission**

In the case of submission of a hard copy offer, send its offer only to:

PWGSC Acquisitions Bid Receiving Box  
1st Floor Suite 1212  
100-1045 Main Street  
Moncton, New Brunswick  
E1C 1H1

**i. ELECTRONIC Offer Submission by epost Connect service**

- a. Unless specified otherwise in the solicitation, offers may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
- b. The only acceptable email address to use with epost Connect for responses to solicitation issued by PWGSC is:

[TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca)

**Note: Offers 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 c., or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

- c. To submit an offer using epost Connect service, the Offeror must either:
  - i. send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the offer solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

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- d. If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror order to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the solicitation closing date and time.
- e. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
- f. The solicitation number should be identified in the epost Connect message field of all electronic transfers.
- g. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an Offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- h. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
- i. receipt of a garbled, corrupted or incomplete offer;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the offer;
  - v. failure of the Offeror to properly identify the offer;
  - vi. illegibility of the offer;
  - vii. security of offer data; or,
  - viii. inability to create an electronic conversation through the epost Connect service.
- i. The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the Offeror using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- j. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- k. A offer transmitted by epost Connect service constitutes the formal offer of the Offeror.
3. The technical and price components of the offer must be submitted in separate sections as follows:
- a. The offer should be submitted following a "two-section" procedure of which is to include a technical and financial offer.
- b. The Technical Offer, and any associated document(s), should be provided in a separate section with the following information clearly provided:
- Section One - Technical Offer;
  - Solicitation Number; and
  - Name of Offeror.
- c. The Price Proposal Form and associated document(s), the Financial Offer, should be provided in a separate section with the following information clearly provided:
- Section Two - Financial Offer;
  - Solicitation Number; and
  - Name of Offeror.

4. Timely and correct delivery of offers to the office designated for receipt of offers is the sole responsibility of the Offeror. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror.
5. Offers and supporting information may be submitted in either English or French.
6. Unless otherwise specified in the Special Instructions to Offerors:
  - a. the offer shall be in Canadian currency; and
  - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.

#### **GI07 (2010-01-11) Revision of offer**

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

#### **GI08 (2014-09-25) Rejection of offer**

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

3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI11, Canada may consider, but not be limited to, such matters as:
  - a. the quality of workmanship in performing the Work;
  - b. the timeliness of completion of the Work;
  - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
  - d. the completeness and effectiveness of the Offeror's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1), 2) and 3) of GI11, Canada may reject any offer based on a unfavorable assessment of the;
  - a. adequacy of the offer price to permit the work to be carried out and, in the case of a offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
  - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
  - c. Offeror's performance on other contracts.
5. Where Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI11, other than subparagraph 2)(a) of GI11, the contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

#### **GI09 (2015-02-25) Offer costs**

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

#### **GI10 (2020-05-28) Procurement Business Number**

1. Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on Web site: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>.

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

1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licenses, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1) of GI14, a Offeror shall, if requested, provide a copy of every valid license, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2) of GI14 shall result in disqualification of the offer.

#### **GI12 (2010-01-11) Performance evaluation**

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

#### **GI13 (2011-05-16) Conflict of interest—unfair advantage**

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

#### **GI14 (2016-04-04) Code of Conduct for Procurement—offer**

The Code of Conduct for Procurement provides that Offerors must respond to offer solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the offer solicitation and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the offer non-responsive.

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## **SPECIAL INSTRUCTIONS TO OFFEROR'S (SI)**

### **SI01 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to One (1) Standing Offers, each for a period from April 1, 2022 to March 31, 2024. The total dollar value of all Standing Offers is estimated to be \$2,300,000.00 (GST or HST included). Individual call-ups will vary up to a maximum of \$60,000.00 (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

### **SI02 OFFER DOCUMENTS**

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

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

2. Offers received by fax will be accepted as official.

GI07, add following paragraph;

3. Offers received by fax will be accepted as official and must meet the following requirements
  - a. Must be completed on the Price Proposal Form
  - b. Must indicate
    - Request for standing offer number;
    - Solicitation number;
    - Offeror's name and
    - Closing Date and Time
  - c. Must be received before offer closing time at fax number (506) 851-6759.

### **SI03 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this Offer must be submitted in writing to the Contracting Authority named on the Request for Standing Offer (RFSO) Page 1 at e-mail address [leesa.young@tpsgc-pwgsc.gc.ca](mailto:leesa.young@tpsgc-pwgsc.gc.ca). Enquiries should be received no later than (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Offerors the Contracting Authority will examine the content of the enquiry and shall decide whether or not to issue an amendment.

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

#### **SI04 QUANTITY**

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

#### **SI05 PWGSC OBLIGATION**

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

#### **SI06 OPTIONAL SITE VISIT**

Not applicable

#### **SI07 REVISION OF OFFER**

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors – Construction Services to Offerors". The facsimile number for receipt of revisions is (506) 851-6759.

#### **SI08 OFFER VALIDITY PERIOD**

1. The offer cannot be withdrawn for the period of (60) days following the RFSO closing date.
2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
3. If the extension referred to in paragraph 2 of SI08 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
4. If the extension referred to in paragraph 2 of SI09 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
  - a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the request for proposal.
5. The provisions expressed herein do not in any manner limit Canada's rights in law or under G108.

#### **SI09 RIGHTS OF CANADA**

1. Canada reserves the right to:
  - a. Reject any or all bids received in response to the bid solicitation;
  - b. Enter into negotiations with bidders on any or all aspects of their bids;
  - c. Accept any bid in whole or in part without negotiations;
  - d. Cancel the bid solicitation at any time;
  - e. Reissue the bid solicitation;

- f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
- g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

## **SI10 SECURITY CLEARANCE REQUIREMENTS**

Not applicable

## **SI11 COVID-19 VACCINATION REQUIREMENT AND CERTIFICATION**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. All offerors must provide the COVID-19 Vaccination Requirement Certification attached to this RFSO (Appendix 8) prior to issuance of standing offer. This Certification is incorporated into, and forms a binding part of any resulting Contract. Failure to complete and provide the COVID-19 Vaccination Requirement Certification prior to issuance of standing offer will render the offer non-responsive.

## **SI12 BID CHALLENGE AND RECOURSE MECHANISMS**

(a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## **SI13 WEB SITES**

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

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

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

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

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

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

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

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

Declaration Form

Solicitation No. - N° de l'invitation  
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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
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<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

Performance Bond (form PWGSC-TPSGC 505)

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

Trade agreements

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

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**CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)**

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1. The following are the “call up” contract documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Price Proposal Form and any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses

GC1 General Provisions – Construction Services	R2810D	(2017-11-28);
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	R2550D 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	R2884D	(2016-01-28);
GC9 Insurance	R2900D	(2008-05-12);
Allowable Costs for Contract Changes under GC6.4.1	R2950D	(2015-02-25);
Supplementary Conditions		
  - e. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Offeror before acceptance of the offer; and
  - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Price Proposal Form submitted.

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## STANDING OFFER PARTICULARS (SOP)

### SOP01 GENERAL

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

### SOP02 Period of the Standing Offer

The period for placing call-ups against the Standing Offer shall be from April 1<sup>st</sup>, 2022 to March 31<sup>st</sup>, 2024.

### SOP03 Call-up Limitation

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$60,000.00 (Applicable Taxes included). Canada will keep track of expenditures and ensure that they do not exceed the maximal allocated total percentage of each retained Offeror.

### SOP04 Call-up Procedure

1. Services will be called-up as follows:
  - a. For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Technical Authority / Departmental Representative in accordance with the unit rates established under the Standing Offer. The Offeror's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.
2. The Offeror will be authorized in writing by the Technical Authority / Departmental Representative to proceed with the work by issuance of a Call-up against the Standing Offer using form 2829. See Annex E.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

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## **SOP05 STANDING OFFER RESPONSIBLES**

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

Standing Offer Contracting Authority is:

Name : Leesa Young

Title : Supply Specialist

Department : Public Services and Procurement Canada

Division : Acquisitions NB/PEI

Telephone : 506-871-1716

e-mail : [leesa.young@pwgsc.gc.ca](mailto:leesa.young@pwgsc.gc.ca)

The [Technical Authority / Departmental Representative](#) represents the Department or Organisation for which the works are executed within a call-up. The Departmental Representative is responsible for all technical related questions regarding call-ups.

Standing Offer [Technical Authority / Departmental Representative](#) is:

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

Title : \_\_\_\_\_

Department : \_\_\_\_\_

Division : \_\_\_\_\_

Telephone : \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

e-mail : \_\_\_\_\_

The selected Offeror for the standing offer is :

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

Contact : \_\_\_\_\_

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

Telephone : \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

e-mail : \_\_\_\_\_

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## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 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.

### **SC02 INSURANCE TERMS**

- 1) Insurance Contracts
  - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
  - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the agreement. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the agreement and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 2) Period of Insurance
  - (a) The policies required in the Certificate of Insurance must be in force and be maintained throughout the duration of the standing offer period.

- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its offer, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

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

5) Deductible

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

**SC03 COVID-19 VACCINATION REQUIREMENT CERTIFICATION COMPLIANCE**

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

**SC04 ASPHALT CEMENT PRICE ADJUSTMENT**

1. The price of asphalt cement incorporated into hot mix asphalt shall be adjusted for each month in which paving occurs when the price index for that month differs by more than 5% from the price index for the month prior to offer closing. The price adjustment shall be calculated in accordance with the applicable price adjustment formula of paragraph 2).
2. Price Adjustment formulae:
- a. When the price index, for the month in which paving occurs, is higher than 105% of the price index for the month prior to offer closing, Canada shall pay the Contractor a compensation of:  
(Example based on a 5% increase)  
$$PA = (IM - 1.05 IB) \times \text{quantity of asphalt cement in tons}$$
- b. When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to offer closing, Canada shall deduct an amount from the monthly payment to the Contractor of:  
(Example based on a 5% decrease)  
$$PA = (.95IB - IM) \times \text{quantity of asphalt cement in tons}$$

PA = payment adjustment for asphalt cement, in dollars

IB = asphalt cement price index for the month prior to offer closing

IM = asphalt cement price index for the month in which paving occurs

---

The price index shall be the Asphalt Cement Price Index published monthly by the Ontario Ministry of Transportation (MTO) in the Contract Bulletin displayed on the MTO Web site <http://www.mto.gov.on.ca/english/>. This price index shall be used to calculate the adjustment per ton of all grades of asphalt cement accepted into the Work.

3. For each month in which a payment adjustment is made, Canada shall use the fixed asphalt cement content of the final job mix formula to determine the asphalt cement quantity that is used.
4. The payment adjustments shall be made on the monthly Request for Progress Payment form for the months in which hot mix paving occurs.

## **SC05 CONTRACT SECURITY**

**Not applicable**

## **SC06 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)**

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

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

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

## APPENDIX 1 - PRICE PROPOSAL FORM

### BA01 IDENTIFICATION

**Standing Offer - Placement and Repair of Asphalt Pavement  
5 CDSB Gagetown, NB**

### BA02 BUSINESS NAME AND ADDRESS OF OFFEROR

Name:					
Address:					
Telephone:		Fax:		PBN:	
E-mail address:					
Contract Security Program Organisation Number (when required)					

### BA03 THE OFFER

See Appendix 1 – Price Proposal Form

### BA04 OFFER VALIDITY PERIOD

The offer must not be withdrawn for a period of **sixty (60)** days following the date of solicitation closing.

### BA05 SIGNATURE

--

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

--

Signature

--

Date

**APPENDIX 1-a – PRICE PROPOSAL FORM****Dossier#: L-G2-9302/177****From April 1, 2022 to March 31<sup>st</sup>, 2024**

Note: It is mandatory that the bidders submit firm rates for the Period of the Standing Offer Agreement for all items listed hereafter. Unit Price Tables, will be considered as the bidder's Financial Proposal. **Zero dollars or "included" will not be considered a price. Bidders must provide individual prices for each item and or designation.** The estimated quantity is an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

Item	Description, Class of Labour, Material or Plant	Unit of Measure	Estimated Qty	Unit Price \$    ¢	Total Price \$    ¢
1	Unit rate for removal of deteriorated asphalt and replacement with 2 layers of 38 mm - 76 mm total depth type D surface course HMAX up to 1 m <sup>2</sup> in area.		100	\$	\$
2	Unit rate for removal of deteriorated asphalt and replacement with 2 layers of 38 mm - 76 mm total depth type D surface course HMAX from 1 m <sup>2</sup> to 10 m <sup>2</sup> in area.		100	\$	\$
3	Unit rate for removal of deteriorated asphalt and replacement with 1 layer of 38 type D surface course HMAX - 76 mm total depth greater than 100 m <sup>2</sup> in area.		500	\$	\$
4	Unit rate for placing 1 layer minimum thickness 38 mm overlay or skin patching of type D, 12.5 mm aggregate asphalt.		10,000	\$	\$
5	Unit rate for milling existing asphalt concrete surfaces to a depth of 38 mm X 2 m width and removal of spoil.		50,000	\$	\$
6	Unit rate for pulverizing existing asphalt concrete surfaces, to the full depth of the surface.		4,000	\$	\$
7	Unit rate for cleaning, heating / drying and sealing of cracks from 12 mm to 25 mm in width during the periods of April 15 to November 15.		1,000	\$	\$
8	Unit rate for routing, cleaning, heating / drying and sealing cracks from 3 mm to 12 mm in width for the period of April 15 to November 15.		1,000	\$	\$
9	Unit rate for grade existing granular base, place 1 layer of 38 mm type B base course HMAX and 1 layer of 38 mm type D surface course HMAX - 76 mm total depth.		2,000	\$	\$
10	Unit rate for excavation and removal of soil to be measured in cubic meters in original condition.		500	\$	\$
11	Unit rate for crushed rock sub-base to be measured in cubic meters compacted in place.		200	\$	\$
12	Unit rate for crushed rock base to be measured in cubic meters compacted in place.		200	\$	\$

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Buyer ID - Id de l'acheteur  
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<b>13</b>	Unit rate for concrete curb removal and disposal.		200	\$	\$
<b>14</b>	Unit rate for concrete curb installation.		200	\$	\$
<b>15</b>	Unit rate for repair / reset manholes and catch basins including asphalt.		15	\$	\$
<b>16</b>	Unit rate for carriageway line painting to include centreline, shoulder lines and directional lane lines.		40,000	\$	\$
<b>17</b>	Unit rate for carriageway symbol painting to include directional arrows and stop lines.		36	\$	\$
<b>18</b>	Unit rate for grading existing granular base, level, grade, roll supplied millings for parking areas.		1,000	\$	\$
	<b>Total Estimated Amount used for Evaluation</b>				\$



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### **APPENDIX 3 – SPECIFICATIONS**

See attached **L-G2-9302/177**

## **APPENDIX 4 - EVALUATION PROCEDURES OR BASIS OF SELECTION**

### **1. Evaluation Procedures**

- a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the financial evaluation criteria.

#### **1.1 Financial Evaluation**

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

1.1.2 Offers will be evaluated on the basis of the lowest overall total estimated amount (HSTExtra). Offerors are required to bid on all items in the Price Proposal Form, or their bid may be considered non-responsive.

### **2. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offer to be declared responsive.

The responsive offer with the lowest evaluated price will be recommended for issuance of a Standing Offer.

## **APPENDIX 5 VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES** (page 1 of 2)

### **PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE**

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

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

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

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

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

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

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### Voluntary Certification

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

(page 2 of 2)

*Note: The Offeror will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C*

Name:	
Signature:	
Company Name:	
Company Legal Name:	
Standing Offer Solicitation Number:	
Number of company employees:	
Number of apprentices planned to be working on this contract:	

Trades of those apprentices:


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## APPENDIX 6 - COVID-19 VACCINATION REQUIREMENT CERTIFICATION

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I, \_\_\_\_\_ (first and last name), as the representative of  
\_\_\_\_\_ (name of business) pursuant to  
\_\_\_\_\_ (insert solicitation number), warrant and certify that all personnel that  
\_\_\_\_\_ (name of business) will provide on call-up(s) issued against the Standing  
Offer resulting from this Request for Standing Offers who access federal government workplaces where they may come  
into contact with public servants will be:

- (a) fully vaccinated against COVID-19;
  - (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
  - (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;
- until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or call-up (contract). Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Standing Offer and call-up (contract).

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

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

### Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.

## ANNEX A – CERTIFICATIONS

### Certifications Precedent to Standing Offer Award

1. Workers' Compensation Certification - Letter of Good Standing Within seven (7) days and prior to award, provide proof that the Offeror has an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

2. Equipment List

Bidder must provide, upon request from the Contracting Authority, a list of equipment. Equipment is subject to inspection and approval by the Department of National Defence (DND) prior to award of Standing Offer.

3. This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Offeror must provide the COVID-19 Vaccination Requirement Certification attached to this RFSO (Appendix 6), within seven (7) days and prior to issuance of standing offer. This Certification is incorporated into, and forms a binding part of any resulting Contract. Failure to complete and provide the COVID-19 Vaccination Requirement Certification prior to issuance of standing offer will render the offer non-responsive.
4. Proof of liability insurance for a minimum amount of two million (\$2,000,000) as specified below.

### INSURANCE REQUIREMENTS

#### Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, **but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.**
2. The Commercial General Liability policy must include the following:
  - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of National Defence.
  - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. 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.

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

*(This report is not required at Offer deposit)*

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

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

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

Number of apprentices hired	Trade

## **ANNEX C - LISTING OF SUBCONTRACTORS/SUPPLIERS (COULD BE ASKED FOR ON INDIVIDUAL CALL-UPS)**

On request from the Project Manager, to be submitted on call-ups

### **LISTING OF SUBCONTRACTORS AND SUPPLIERS**

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

	Subcontractor/Supplier	Division
1		
2		
3		
4		



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

**SPECIFICATION**


**STANDING OFFER AGREEMENT**

**PLACEMENT AND REPAIR OF ASPHALT PAVING  
5 CDSB GAGETOWN  
01 APRIL 2022 TO 31 MARCH 2024**

  
Designed by

  
Fire Inspector

  
Project O

  
Engineering O

PF No:

Job No: L-G2-9302/177

Date: 2021-05-19

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**END OF SECTION**

#### 1.01 DESCRIPTION OF WORK

- .1 The work covered under this Standing Offer Agreement comprises the furnishing of all labour, materials, tools and equipment required to conduct placement and repairs of asphalt pavement in various areas of 5 CDSB Gagetown when requested on Form CF 942, Call-Up Against a Standing Offer and as specified herein.
- .2 All deliverables associated with this contract must comply with all Government of Canada legislation, policies and directives. These include, but are not limited to, the Official Languages Act, Canadian Labour Code, National Building Code of Canada, Defence Production Act, Government Contracting Regulations, and others.

#### 1.02 DURATION OF CONTRACT

- .1 This Standing Offer will extend from 01 April 2022 to 31 March 2024.

#### 1.03 QUALIFICATIONS

- .1 Contractor shall provide proof of Insurance from the WorkSafeNB and Compensation Commission of New Brunswick (WHSCC).

#### 1.04 ENGINEER

- .1 The Engineer, as defined and stated in this specification will be the Officer Commanding of Real Property Operations Detachment (Gagetown) or a designated representative.

The address of the Engineer is:  
Contracts Office  
Real Property Operations  
Detachment (Gagetown)  
Building B18  
238 Champlain Avenue  
P.O. Box 7000, Stn Forces  
Oromocto, NB E2V 4J5  
Tel: (506) 422-2677  
Fax: (506) 422-1248

#### 1.05 DOCUMENTS REQUIRED

- .1 Maintain at the job site, one copy each of the following:
  - .1 Specifications; and
  - .2 Form CF - 942 - Call-Up Against a Standing Offer.

#### 1.06 MEASUREMENT FOR PAYMENT

- .1 All work described in this specification, at Annex A, will be paid for on a unit price basis. The Contractor will submit the prices for the following in accordance with this specification. Such prices will include transportation (travel time to and from the contractors base of operation will be included in the rates provided), expenses and profit:
- .2 Payment will be for the actual quantity of material supplied and work

performed.

- .3 The schedule of estimated quantities listed at Annex A are for the purpose of comparing bids only and the Contractor will make no claim for loss of anticipated profits as a result of differences between the quantities listed and the actual quantities used.
- .4 Where exceptional quantities of work is required within a close proximity, unit prices may be negotiated.

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

- .1 Access to the site of work to be as directed by the Engineer.
- .2 Do not unreasonably encumber the site with materials or equipment.
- .3 Move stored products or equipment which interfere with operations of Engineer or other Contractors.
- .4 Obtain and pay for use of additional storage or work areas needed for operations.
- .5 Base policy states when vehicles will be parked, they will be backed into a parking space or risk being towed.

#### **1.08 CONTRACTOR PASSES**

- .1 All contractor employees will carry authorized Contractor Pass on their persons when employed on DND property. Such passes will be produced when requested by the Military police, Commissionaires, Security Guards and persons in authority.
- .2 The Contractor will complete an application form for contractor passes for each individual. The Contractor will accompany the employee to the Military Police Identification Section for the issuance of pass.
- .3 A photocopy of passes is to be provided to the Engineer.
- .4 The Contractor will ensure Contractor passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section.

#### **1.09 SECURITY CLEARANCES**

- .1 The Contractor shall maintain an up to date roster of all employees involved in the contract including managers, supervisors and labourers. This roster shall be made available to the Engineer upon demand.

#### **1.10 CODES AND STANDARDS**

- .1 Perform work in accordance with the latest amended National Building Code of Canada (Latest Version), and any other code of Provincial or Local Application provided that in any case of conflict or discrepancy, the more stringent requirements will apply.
- .2 Meet or exceed requirements of specified standards, codes and referenced documents.

#### 1.11 SETTING OUT OF WORK

- .1 Assume full responsibility for and execute complete layout of work.
- .2 Provide devices needed to lay out and construct work.
- .3 Supply such devices as straight edges and templates required to facilitate Engineer's inspection of work.
- .4 Supply stakes and other survey markers required for laying out work.

#### 1.12 SANITARY FACILITIES

- .1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.

#### 1.13 CLEAN UP

- .1 Upon completion of the daily work, the Contractor will remove all materials no longer required from the site and leave the site in a clean and tidy condition to the complete satisfaction of the Engineer.
- .2 On completion of each call-up against Standing Offer, the Contractor will clean up and remove all signs of their presence from areas used by them for storage and/or maintenance.

#### 1.14 WORK REQUISITION

- .1 The work to be performed on Form CF - 942, Call-Up Against a Standing Offer when ordered by the Engineer is as follows:
  - .1 The Contractor will generally provide service during regular working hours on a 8 hour per day, 5 days per week basis (8:00 am to 4:30 pm, Monday to Friday inclusive). Some work may be required on weekends or evenings if necessary;
  - .2 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times;
  - .3 The Contractor, on receipt of a Standing Offer will be advised by the Engineer in writing, the names of persons authorized to request service. Work undertaken at the request of others will be entirely at the Contractor's risk with regard to payment;
  - .4 The Contractor will not refuse any call for service required by the Engineer and will respond within 48 hours of any request for service;
  - .5 When service is requested, the Engineer will notify the Contractor and detail the requirement. Service will be requisitioned on Form CF - 942, Call-Up Against a Standing Offer. This form will detail the requirement and will be signed by the Engineer or an authorized representative. One (1) copy of this form will be given to the Contractor; and
  - .6 The Contractor will proceed to the location of the job and carry out the work. On completion of the work detailed on Form CF - 942, the Contractor will report to the Engineer.

#### 1.15 WORKMANSHIP

- .1 Workmanship will be of a uniformly high standard and in accordance with

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generally accepted trade practice. Mediocre or inferior workmanship will be replaced by work of first class quality without cost to DND when so ordered by the Engineer.

END OF SECTION

#### **1.01 REFERENCES**

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.
- .2 Province of New Brunswick Occupational Health and Safety Act, S.N.B. 1983.
- .3 National Building Code of Canada, (latest edition).

#### **1.02 REGULATORY REQUIREMENTS**

- .1 Do work in accordance with the safety measures of the National Building Code of Canada (Latest Edition), the Canada Labour Code Part 2, the New Brunswick Occupational Health and Safety Act and WorkSafeNB provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

#### **1.03 RESPONSIBILITY**

- .1 Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.
- .2 Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan.
- .3 As outlined in the Canada Labour Code Part 2, the Contractor is responsible to provide a site-specific Health and Safety Plan. When requested, work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work.

#### **1.04 UNFORESEEN HAZARDS**

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

#### **1.05 CORRECTION OF NON-COMPLIANCE**

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

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- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

#### 1.06 WORK STOPPAGE

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

END OF SECTION

#### **1.01 REPORTING FIRES**

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

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

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

#### **1.03 FIRE EXTINGUISHERS**

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

#### **1.04 BLOCKAGE OF ROADWAYS**

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

#### **1.05 SMOKING PRECAUTIONS**

- .1 Observe smoking regulations at all times.

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

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

#### **1.07 FLAMMABLE AND COMBUSTIBLE LIQUIDS**

- .1 Handling, storage and use of flammable and combustible liquids are to be

governed by the current National Fire Code of Canada.

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

#### **1.08 HAZARDOUS SUBSTANCES**

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

#### **1.09 QUESTIONS AND/OR CLARIFICATION**

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

#### **1.10 FIRE INSPECTION**

- .1 Site inspections by Fire Chief will be coordinated through Engineer.
- .2 Allow Fire Chief unrestricted access to work site.
- .3 Co-operate with Fire Chief during routine fire safety inspection of work site.

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.4 Immediately remedy all unsafe fire situations observed by Fire Chief.

END OF SECTION

#### 1.01 GENERAL

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

#### 1.02 FIRES

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

#### 1.03 DISPOSAL OF WASTES

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

#### 1.04 SPILL PROTECTION

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

END OF SECTION

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### 1.01 REFERENCE STANDARD

- .1 Regulate traffic in accordance with The Manual of Uniform Traffic Control Devices for Canada (latest version)(UTCD)distributed by Transportation Association of Canada, except where specified otherwise.

### 1.02 PROTECTION OF PUBLIC TRAFFIC

- .1 Comply with requirements of Acts and By-Laws in force for regulation of traffic or use of roadways upon or over which it is necessary to carry out work or haul materials or equipment.
- .2 When working on travelled way:
  - .1 Place equipment in position to present minimum of interference and hazard to travelling public;
  - .2 Keep equipment units as close together as working conditions will permit and preferably on same side of travelled way; and
  - .3 Do not leave equipment on travelled way overnight.
- .3 Do not close any lanes of road or highway without approval of Engineer. Before re-routing traffic erect suitable signs and devices in accordance with instructions contained in UTCD. Provide sufficient crushed gravel to ensure a smooth riding surface during work.
- .4 Keep travelled way well graded, free of pot holes and of sufficient width that required number of lanes of traffic may pass.
- .5 Provide and maintain reasonable road access and egress to property fronting along or in vicinity of work under Contract unless approved otherwise by Engineer.

### 1.03 INFORMATIONAL DEVICES AND WARNING DEVICES

- .1 Provide and maintain signs and other warning devices required to indicate construction activities or other temporary and unusual conditions resulting from project work which may require road user response.
- .2 Supply and erect signs, delineators, barricades and miscellaneous warning devices as specified in Part D, Temporary Conditions Signs and Devices, of manual titled UTCD.
- .3 Place signs and other devices in locations recommended in UTCD manual.
- .4 Meet with Engineer prior to commencement of work to prepare list of signs and other devices required for project.
- .5 Continually maintain traffic control devices in use by:
  - .1 Checking signs daily for legibility, damage, suitability and location. Clean, repair or replace to ensure clarity and reflectance; and
  - .2 Removing or covering signs which do not apply to conditions existing from day to day.

#### 1.04 CONTROL OF PUBLIC TRAFFIC

- .1 Provide flag persons, trained in accordance with and properly equipped as specified in UTCD manual in following situations:
  - .1 When public traffic is required to pass working vehicles or equipment which may block all or part of travelled roadway;
  - .2 When it is necessary to institute one-way traffic system through construction area or other blockage where traffic volumes are heavy, approach speeds are high and traffic signal system is not in use;
  - .3 When workers or equipment are employed on travelled way over brow of hills, around sharp curves or at other locations where on-coming traffic would not otherwise have adequate warning;
  - .4 Where temporary protection is required while other traffic control devices are being erected or taken down;
  - .5 For emergency protection when other traffic control devices are not readily available; and
  - .6 In situations where complete protection for workers, working equipment and public traffic is not provided by other traffic control devices.

END OF SECTION

#### 1.01 SCOPE OF WORK

- .1 This section specifies the requirements for the removal of deteriorated asphalt and granular base as designated by the Engineer.

#### 1.02 REFERENCES

- .1 ASTM D1557-02e1 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>))

#### 1.03 MEASUREMENT FOR PAYMENT

- .1 Measurement for payment for this section is included in Para 1.6, Section 00 21 13.

#### 1.04 PROTECTION

- .1 Protect existing items designated to remain in event of damage. Immediately replace such items or make repairs to approval of Engineer and at no additional cost to Engineer.

#### 1.05 PREPARATION

- .1 Inspect site and verify with Engineer, areas designated for removal and installation of new asphalt.
- .2 Locate and protect utility lines. Preserve in operating condition active utilities traversing site.

#### 1.06 REMOVAL

- .1 Remove items as indicated by Engineer.
- .2 Do not disturb adjacent items designated to remain in place.
- .3 In removal of asphalt areas:
  - .1 Square up adjacent surfaces to remain by saw cutting or other approved method;
  - .2 Protect adjacent joints and load transfer devices; and
  - .3 Protect underlying granular materials.
- .4 Remove soft or other unstable materials that will not compact properly.
- .5 Backfill to underside of pavement level with granular base material approved by the Engineer.
- .6 Compact to 98% Modified Proctor Density ASTM D1557-09.

END OF SECTION

## 1.01 DESCRIPTION OF WORK

- .1 This section specifies requirements for constructing Portland cement concrete curbs and gutters to match adjacent curbs.

## 1.02 RELATED WORK

- .1 Asphalt Surface Treatment: Section 32 01 14.

## 1.03 REFERENCES

- .1 CAN/CSA - A23.1/A23.2-04 Concrete Materials and Methods of Concrete Construction.
- .2 ASTM C260-06 Standard Specification for Air-Entraining Admixtures for Concrete.
- .3 ASTM D1751-04(2008) Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-Extruding and Resilient Bituminous Types).
- .4 ASTM D260-86(2001) Specification for Boiled Linseed oil.
- .5 ASTM D698-07e1 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600kN-m/m<sup>3</sup>)).
- .6 CAN/CSA-A3000-03 Portland Cement.
- .7 CAN/CSA-S269.3-M92 (R2008) Concrete Formwork.

## 1.04 MATERIALS

- .1 Concrete: concrete mix designed to produce 35 MPa minimum compressive strength at 28 days and containing 20 mm maximum size coarse aggregate, with water/cement ratio to CAN/CSA-A23.1/A23.2, Table 7, for Class C2 exposure and 80 mm slump at time and point of deposit. Air entrainment 5 to 8%, minimum cement content 335 kg/m<sup>3</sup>.
- .2 Joint filler: to ASTM D1751-04(2008), thickness 20 mm preformed, non-extruding, resilient, bituminous type.
- .3 Granular base: to Section 32 01 14.
- .4 Curing compound: to CAN/CSA-A23.1/A23.2.
- .5 Boiled linseed oil: to ASTM D260-86.
- .6 Non-staining mineral type form release agent: chemically active release agents containing compounds that react with free lime to provide water soluble soap.
- .7 Formwork lumber: plywood and wood formwork material to CAN/CSA-S269.3.
- .8 Admixtures:
  - .1 Air-entraining Admixture to ASTM C260-06.

- .9 Concrete aggregates: to CAN/CSA-A23.1/A23.2.

#### 1.05 GRANULAR BASE

- .1 Place granular base material to lines, widths and depths indicated or directed.
- .2 Compact granular base to at least 98% of maximum density ASTM D698.

#### 1.06 FORMING

- .1 Form vertical surfaces to full depth using forming material that will not deform under loading by plastic concrete.
- .2 Securely position forms to required lines and grades.
- .3 Coat forms with form release agent.
- .4 Obtain approval of forms before placing concrete.
- .5 Slip forming may be approved subject to evaluation of mechanical equipment proposed for use.

#### 1.07 CONCRETE

- .1 Do concrete work in accordance with CAN/CSA-A23.1/A23.2 and as specified herein.
- .2 Level sub-grade, remove unsuitable material and place and compact new material.
- .3 Finish exposed surfaces to a smooth, uniform finish, free of open texturing and exposed aggregate. Do not work more mortar to surface than required. Do not use neat cement as a drier to facilitate finishing.
- .4 Wood float finish surface to provide non-skid texture.
- .5 Round edges, including edges of joints, with 10 mm radius edging tool.
- .6 Finish surfaces to within 3 mm in 3 m from line, level or grade as measured with a straight edge placed on surface.
- .7 Cure and protect concrete in accordance with CAN/CSA-A23.1/A23.2.
- .8 Backfill concrete curbs to designated elevations with approved materials and shape to required contours as directed by Engineer.

#### 1.08 JOINTS

- .1 Install contraction joints at intervals of 3m.
- .2 Install isolation joints to ASTM D1751 along length adjacent to concrete sidewalks.
- .3 Seal joints with approved sealant.

END OF SECTION

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### **1.01 SCOPE OF WORK**

- .1 This section covers repairs to asphalt areas as designated by the Engineer by applying a single or double application of asphalt and aggregate to an existing paved surface or a granular base.

### **1.02 REFERENCES**

- .1 ASTM D5581-07a1 Standard Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus (6 inch - Diameter Specimen).
- .2 CAN/CGSB-16.2-M89 Emulsified Asphalts, Anionic Type, for Road Purposes.
- .3 CAN/CGSB-16.3-M90 Asphalt Cement for Road Purposes.
- .4 ASTM D3203-05 Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures.
- .5 Province of New Brunswick, Department of Transportation, Standard Specifications, January 2011.

### **1.03 SOURCE SAMPLING**

- .1 One week prior to commencing work, inform the Engineer of proposed source of aggregate and provide access for sampling.
- .2 If materials have been tested by an independent testing laboratory within previous two months and have successfully passed tests equal to requirements of this specification, submit test certificates from testing laboratory showing suitability of materials for this project.

### **1.04 PROTECTION**

- .1 Prevent damage to buildings, landscaping, curbs, sidewalks, trees, fences and of adjacent property. Make good any damage.

### **1.05 PROTECTION**

- .1 Keep traffic off newly paved areas until paving has properly set.
- .2 Maintain access to building at all times. Arrange paving schedule so as not to interfere with normal use of premises.

### **1.06 MATERIALS**

- .1 Granular base and subbase to Province of New Brunswick, Department of Transportation and Infrastructure, Standard Specifications, Item No. 201.2.4.1 31.5mm base and 75mm subbase crushed rock.
- .2 Asphaltic concrete mix: to Province of New Brunswick Department of Transportation and Infrastructure, Standard Specifications for Highway Construction or , Item No. 260, Type D Surface Course , Type B Base Course.
  - .1 Asphalt cement: to CAN/CGSB 16.3, graded 85-100.
  - .2 Mineral filler: dry limestone dust or other non-plastic mineral matter, free from lumps and loosely bonded aggregations.

- .3 Bituminous tack coat: emulsified asphalt to CAN/CGSB-16.2, Grade SS-1 to NBDOT, Item No. 259.

#### 1.07 PREPARATION

- .1 Clean paved surfaces of mud, dust and other foreign material.
- .2 All asphalt repairs will be prepared with straight line cuts.

#### 1.08 INSPECTION OF UNDERLYING SUB-GRADE

- .1 Do not place granular base until finished sub-grade surface is inspected and approved by the Engineer.

#### 1.09 PLACING AND COMPACTING GRANULAR BASE

- .1 Place and compact granular base and subbase to the Province of New Brunswick, Department of Transportation, Standard Specifications, Item No. 203.
- .2 Finished base surface to be within 10 mm of specified grade, but not uniformly high or low.
- .3 Shape and roll alternately to obtain smooth even and uniformly compacted base.
- .4 In areas not accessible to rolling equipment compact to specified density with approved mechanical tampers.
- .5 Correct soft areas by removing defective material to depth and extent directed by Engineer. Replace with granular base and subbase material and compact to specified density.

#### 1.10 ASPHALT COURSE

- .1 All asphalt related work will be executed in accordance with the Province of New Brunswick, Department of Transportation and Infrastructure, Standard Specifications, Item No's 259 and 260.
- .2 Apply tack coat to existing asphalt where new asphalt comes in contact with it.
- .3 Place asphalt concrete in maximum compacted thickness of 38 mm.

#### 1.11 JOINTS

- .1 Bituminous tack coat to full depth as required to exposed fresh vertical surfaces. Remove any broken or loose material.
- .2 Carefully place and compact hot asphaltic material against joints.

#### 1.12 REPAIRS TO LAWNS

- .1 Repair all lawn or grassed areas damaged by method of work, to its original condition when requested by Engineer.

END OF SECTION

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## 1 GENERAL

### 1.01 REFERENCES

- .1 CAN/CGSB-1.5-M91, Low Flash Petroleum Spirits Thinner.
- .2 CGSB 1-GP-12c-68, Standard Paint Colours.
- .3 CGSB 1-GP-71, Method of Testing Paints and Pigments.
- .4 CGSB 1-GP-74M, Paint, Traffic, Alkyd.

### 1.02 MEASUREMENTS FOR PAYMENT

- .1 Pavement marking including reflective glass beads will be measured by lump sum.

## 2 PRODUCTS

### 2.01 MATERIALS

- .1 Paint:
  - .1 To CGSB 1-GP-74M, alkyd traffic paint.
  - .2 Colour: to CGSB 1-GP-12C, yellow 505-308 white 513-301.
- .2 Thinner: to CAN/CGSB-1.5-M91.
- .3 Glass beads:
  - .1 Overlay type: to CGSB 1-GP-74M.

### 2.02 SUBMITTALS

- .1 Provide copies of manufacturers application recommendations and MSDS sheets.

## 3 EXECUTION

- .1 Equipment

### REQUIREMENTS

- .1 Paint applicator to be an approved pressure type mobile distributor capable of applying paint in single lines. Applicator to be capable of applying marking components uniformly, at rates specified, and to dimensions as indicated, as to have positive shut-off.
- .2 Distributor to be capable of applying reflective glass beads as an overlay on freshly applied paint.

### 3.02 CONDITION OF SURFACES

- .1 Pavement surface to be dry, free from ponded water, frost, ice, sand/gravel,

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oil, grease and other foreign materials.

- .2 Any materials indicated in 3.2.1 are to be removed prior to painting of lines.

### 3.03 APPLICATION

- .1 As per paint manufacturers application recommendations.
- .2 Unless otherwise approved by Engineer, apply paint only when air temperature is above 10°C, wind speed is less than 20km/h and no rain is forecast within next 4 hr.
- .3 Apply traffic paint evenly to provide lines 100mm wide with a minimum 230 +/- 25 microns dry film thickness.
- .4 Center lines to be yellow and edge lines to be white.
- .5 Do not thin paint unless approved by Engineer.
- .6 Paint lines to be of uniform colour and density with sharp edges.
- .7 Thoroughly clean distributor tank before refilling with paint of different colour.
- .8 Apply glass beads at rate of 0.7 kg. per litre of paint immediately after application of paint.

### 3.04 TOLERANCE

- .1 Paint markings to be within plus or minus 12mm of dimensions indicated.

### 3.05 PROTECTION OF COMPLETED WORK

- .1 Protect pavement marking until dry.

**END OF SECTION**

### 1.01 WORK INCLUDED

- .1 The work of this section comprises the adjustment and/or repairs to catch basins manholes, gratings and frames and valve access covers as required and as designated by the Engineer.

### 1.02 MATERIALS

- .1 Precast concrete manhole and catch basins grate rings to CAN/CSA A257 SERIES-03.
- .2 Mortar type: for load bearing, Type M to CSA A179-04.
- .3 Bonding agent: Standard of Acceptance: Albitol, as manufactured by Albert Chemical Sales of Canada Ltd. or equivalent.

### 1.03 METHOD OF WORK

- .1 General:
  - .1 Inspect site and verify with Engineer manholes catch basins and valve access covers designated for repair, raise and/or re-adjustment;
  - .2 Prior to commencing work, determine location of possible underground piping and utility lines;
  - .3 Maintain crowns and cross slopes to provide good surface drainage to catch basin.
  - .4 Dispose of excavated materials in area designated by the Engineer;
  - .5 Protect work and excavations from water ponding;
  - .6 Prevent entrance of excavated and construction materials into storm sewers; and
  - .7 Coordinate all work with Engineer for the degree and scope of work required.
- .2 Adjusting tops of existing catch basin:
  - .1 Remove all existing gratings, frames and deteriorated masonry;
  - .2 Raise units by roughening existing top to ensure proper bond and extend to required elevation with precast concrete grate rings;
  - .3 Lower masonry units as required including concrete work where designated by the Engineer and rebuild with new precast concrete to required elevations;
  - .4 Excavation lines and depth require Engineer's approval prior to placing new materials; and
  - .5 Replace deteriorated masonry with new where directed by the Engineer.
- .3 Valve access cover and manholes:
  - .1 Raise and/or re-adjust as indicated or as designated by the Engineer.
- .4 Masonry repair:
  - .1 Construct units plumb and true to alignment and grade;
  - .2 Catch basin frames shall be set to finish elevation in full bed of mortar;
  - .3 All work to be done "to fit" catch basin frame for accurate fitting and even sitting of screens;
  - .4 Finish interior surface of joints smooth;
  - .5 Do not backfill or pave until grade and alignment has been checked and accepted by the Engineer;

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- .6 Hand place granular material in uniform layers of 150 mm thick or less. Dumping of material directly on top of masonry is not permitted;
- .7 Place layers uniformly and simultaneously around masonry course;
- .8 Compact each layer to at least 95% of corrected maximum dry density;
- .9 Ensure completed joints are restrained by compacting granular material; and
- .10 All catch basins will be kept free from any accumulation of silt, debris or foreign matters during work progress and upon completion of work in area concerned. Thoroughly clean work area and catch basin.

**END OF SECTION**