



RETURN BIDS to:
RETOURNER LES SOUMISSIONS à :

Name: Simon Cousineau
Email Address: DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca and simon.cousineau@dfo-mpo.gc.ca

Bid documents and bid security received by fax will not be accepted.

INVITATION TO TENDER
APPEL D'OFFRES

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans Canada

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

Title / Titre Modification to the Deslauriers island alignment fixed aid to navigation	
Solicitation No. / N° de l'invitation 30004840	Date February 21, 2024
Client Reference No. / No. de référence du client(e) 30004840	
Solicitation Closes / L'invitation prend fin At / à : 2:00PM / 14 h 00 EST (Eastern Standard Time) On / le : March 7, 2024	
F.O.B. / F.A.B. Destination	
Address Inquiries to : / Adresser toute demande de renseignements à : Simon Cousineau Email / Courriel: simon.cousineau@dfo-mpo.gc.ca and DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca	
Destination of Goods, Services, and Construction / Destination des biens, services, et construction Deslauriers island alignment situated at the following coordinates: Lat: 45o.41' 15" 81979 N Long: 73o.28' 00" 40416 W	

TO BE COMPLETED BY THE BIDDER (type of print)
A ÊTRE COMPLÉTER PAR LE SOUMISSIONNAIRE (taper ou écrire en caractères d'imprimerie)

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



INVITATION TO TENDER
Modification to the Deslauriers island alignment fixed aid to navigation
Deslauriers island alignment situated at the following coordinates:
Lat: 45o.41' 15" 81979 N Long: 73o.28' 00" 40416 W

IMPORTANT NOTICES TO BIDDERS

Please be advised that Fisheries and Oceans Canada (DFO) will be accepting Bid Bonds in Digital Bid Bond Format.

These Digital Bid Bonds will need to be in an electronically verifiable/enforceable format. It is important to note that a scanned and uploaded copy of a paper Bid Bond is not a Digital Bid Bond. All bid bonds must be irrevocable and open for bid acceptance for the time period outlined in the Bid Document.

All references to the Department of Public Works & Government Services Canada (PWGSC) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) are to be replaced with Fisheries and Oceans Canada (DFO).

LISTING OF SUBCONTRACTORS

Take note that R2710T, GI07 "Listing of Subcontractors and Suppliers" has been amended. See SI13 of the Special Instructions.

INTEGRITY PROVISIONS - BID

Changes have been made to the Integrity Provisions – Bid. Refer to section [GI01](#) of the General Instructions.

BID SUBMITTAL

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the ITT. Emails with links to bid documents will **not** be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.



TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Introduction
SI02	Bid Documents
SI03	Enquiries during the Solicitation Period
SI04	No Site Visit
SI05	Revision of Bid
SI06	Opening of Bids
SI07	Bid Results
SI08	Office of the Procurement Ombudsman (OPO)
SI09	Insufficient Funding
SI10	Bid Validity Period
SI11	Rights of Canada
SI12	Industrial Security Related Requirement
SI13	Integrity Provisions Bid Requirements
SI14	Listing of Subcontractors
SI15	Web Sites

GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS - [R2710T](#) **(2022-12-01)**

The following GI's are included by reference and are available at the following Web Site:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

GI01	Integrity Provisions - Bid
GI02	Completion of Bid
GI03	Identity or Legal Capacity of the Bidder
GI04	Applicable Taxes
GI05	Capital Development and Redevelopment Charges
GI06	Registry and Pre-qualification of Floating Plant
GI07	Listing of Subcontractors and Suppliers
GI08	Bid Security Requirements
GI09	Submission of Bid
GI10	Revision of Bid
GI11	Rejection of Bid
GI12	Bid Costs
GI13	Procurement Business Number
GI14	Compliance with Applicable Laws
GI15	Approval of Alternative Materials
GI16	Performance Evaluation
GI17	Conflict of Interest - Unfair Advantage
GI18	Code of Conduct for Procurement – Bid

CONTRACT DOCUMENTS (CD)

SUPPLEMENTARY CONDITIONS (SC)

SC01	Industrial Security Requirement for Canadian Contractors
SC02	Insurance Terms

BID AND ACCEPTANCE FORM (BA)

BA01	Identification
BA02	Business Name and Address of Bidder
BA03	The Offer
BA04	Bid Validity Period



- BA05 Acceptance and Contract
- BA06 Construction Time
- BA07 Bid Security
- BA08 Electronic Payment of Invoices
- BA09 Signature

LIST OF ANNEXES AND APPENDICES:

APPENDIX 1 - INTEGRITY PROVISIONS
APPENDIX 2 - LISTING OF SUBCONTRACTORS

ANNEX A – CERTIFICATE OF INSURANCE
ANNEX B – SPECIFICATIONS
ANNEX C – LOCATION AND ACCESS TO THE SITE
ANNEX D – PHOTOS
ANNEX E – FOUNDATION PLAN
ANNEX F – GEOTECHNICAL INVESTIGATION REPORT



SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

1. Fisheries and Oceans Canada (DFO) intends to retain a Contractor to provide construction services for the project as set out in this Invitation to tender (ITT).
2. Bidders responding to this ITT are requested to submit a full and complete quotation. Refer to [GI09](#) 'Submission of Bid'.
3. Point 1 of Article GI09 of [R2710T](#) (2022-12-01) is replaced by the following:
 1. The Bid and Acceptance Form, duly completed, and the bid security shall be submitted to the email address(es) designated on the Front Page "Invitation to Tender" for the receipt of bids. The bid must be received on or before the date and time set for solicitation closing.

SI02 BID DOCUMENTS

1. The following are the Bid Documents:
 - a. Invitation to Tender - Page 1;
 - b. Special Instructions to Bidders;
 - c. General Instructions - Construction Services - Bid Security Requirements [R2710T](#) (2021-04-01);
 - d. Clauses & Conditions identified in "[Contract Documents](#)";
 - e. Drawings and Specifications;
 - f. Bid and Acceptance Form and related Appendices; and
 - g. Any amendment issued prior to solicitation closing.

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

2. General Instructions - Construction Services - Bid Security Requirements [R2710T](#) (2022-12-01) are incorporated by reference and is 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. Bid documents and bid security must be submitted by email or mail to the address(es) and by the time indicated on the cover page. Documents received by fax will not be accepted. Bid Security must be submitted as per GI08 "Bid Security Requirements". No scanned copies or photocopies will be accepted.
4. A bid bond may be submitted in a digital format if it meets the following criteria:
 - 4.1. The version submitted by the Bidder must be verifiable by DFO with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - 4.2. The version submitted must be viewable, printable and storable in standard electronic file formats acceptable to DFO, and in a single file. Allowable formats include digital pdf.
 - 4.3. The verification may be conducted by DFO immediately or at any time during the life of the bond and at the discretion of DFO with no requirement for passwords or fees.
 - 4.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 4.1.

Bonds failing the verification process will NOT be considered to be valid.

Bonds passing the verification process will be treated as original and authentic.



SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 - Approval of alternative materials of [R2710T](#) (2022-12-01), General Instructions - Construction Services - Bid Security Requirements, enquiries should be received no later than 7 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed **ONLY** to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-compliant.

SI04 NO SITE VISIT

No site visit is required for this project

SI05 REVISION OF BID

1. Article GI10 of [R2710T](#) (2022-12-01) is replaced by the following;
2. A bid submitted in accordance with these instructions may be revised by letter provided the revision is received at the office designated for the receipt of bids on or before the date and time set for the closing of the solicitation. It shall be attached to an email as a new PDF document with the following information clearly indicated:
 - a. **REVISED "BID AND ACCEPTANCE FORM" DATED _____ (insert date of original bid submitted to DFO);**
 - b. Solicitation Number;
 - c. Be on the Bidder's letterhead or bear a signature that identifies the Bidder;
 - d. For the lump sum portion of a bid, clearly identify the amount of the current revision. The total aggregate sum of all revisions submitted, including the current revision, shall be shown separately; and
 - e. For the Price Per Unit portion of a bid, clearly identify the change(s) in the Price(s) per Unit and the specific Item(s) to which each change applies. If a revision is to be applied to a specific Item that was previously amended then, in addition to the amount of the current revision, the total aggregate sum of all revisions submitted, including the current revision, for that Item shall be shown separately.
3. A letter submitted to confirm an earlier revision shall be clearly identified as "CONFIRMATION ONLY" for each contemplated change.
4. Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original bid submitted and all other compliant revision(s).

SI06 OPENING OF BIDS

There will be no public opening of bids.

SI07 BID RESULTS

Bid received will be registered on DFO "Bid Register" form and the Unofficial Bid Result will be emailed to all bidders that were listed on the Bid Register. The Bid Register will provide the following information:

- a. Name of the Bidder
- b. Date and time bid was received from the Bidder



- c. Bidder bid amount

SI08 Office of the Procurement Ombudsman clauses (OPO)

1) Dispute Resolution (i.e. “mediation”) clause, to be inserted in federal contracts:

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

2) Review of Complaint clause re: contract “award”, to be inserted in solicitation documents and in regret letters to unsuccessful bidders:

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

3) Review of complaint clause re: contract “administration”, to be inserted in federal contracts:

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

SI09 INSUFFICIENT FUNDING

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

- a. cancel the solicitation;
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; or
- c. negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

SI10 BID VALIDITY PERIOD

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



4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 - Rejection of Bid - of [R2710T](#) (2022-12-01).

SI11 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.

SI12 INDUSTRIAL SECURITY REQUIREMENT / SECURITY CLEARANCE

Clauses #1 – No Security Requirement, **escort required at DFO site(s), except for public zones.**

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

SI13 INTEGRITY PROVISIONS BID REQUIREMENTS

In accordance with the [Ineligibility and Suspension Policy](#), section 17 requires suppliers, regardless of their status under the policy provide the following information when bidding, contracting or entering into a real property agreement. Bidders must provide the required documentation, as applicable, to be given further consideration in the procurement process:

1. All suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement processor real property transaction:
 - suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
 - suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
 - suppliers that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the supplier of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to Information Bulletin: [Required information to submit a bid or offer](#) for additional details. To submit required information, Bidders may use the form titled Integrity Regime Verification, found in Appendix 1.

2. The bidder must submit with its bid an Integrity Declaration Form only when the following is applicable.



- a) The supplier must submit a completed [Integrity Declaration Form](#) to disclose any information pertaining to any criminal charge or conviction in the past three years of a Canadian offence listed in section 6 of the [Ineligibility and Suspension Policy](#) (the “policy”) or similar foreign offence listed in section 7 of the Policy.
- b) The supplier must submit a completed [Integrity Declaration Form](#) if the supplier cannot provide certification to all of the [Integrity provisions](#) requirements listed below. By submitting a bid or offer in response to a bid solicitation or real property transaction, the supplier is certifying the following :
 1. It has read and understands the Ineligibility and Suspension Policy;
 2. 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;
 3. 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;
 4. It has provided with its [bid/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;
 5. 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
 6. It is not aware of a determination of ineligibility or suspension issued by PSPC that applies to it.

The completed [Integrity Declaration Form](#) must be submitted with its bid/offer. The completed form must be placed in a sealed envelope labeled “Protected B”, and addressed to:

Integrity, Departmental Oversight Branch
Public Services and Procurement Canada
11 Laurier Street
Portage Phase III Tower A 10A1 – room 105
Gatineau QC K1A 0S5
Canada

S114 LISTING OF SUBCONTRACTORS

R2710T, GI07 has been amended to the following.

GI07 (2015-02-25) Listing of Subcontractors

The Bidder must submit the names of Subcontractors for the part or parts of the Work listed. See APPENDIX 2. Failure to do so will result in the disqualification of its bid.

S115 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://buyandsell.gc.ca/for-businesses>

Canadian economic sanctions



https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng

Standard Acquisition Clauses and Conditions (SACC Manual)

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>

PWGSC, Security requirements for contracting with the Government of Canada

<https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>

PWGSC, Code of Conduct for Procurement

<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>

Integrity Verification Form:

<https://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html>

Integrity Declaration Form

<https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>

Trade agreements

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

Surety Association of Canada

<https://www.suretycanada.com/>



CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:

- a. Acceptance By Fisheries and Oceans Canada (Contract) when signed by Canada;
- b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses:

GC1: General provisions – Construction services	R2810D	(12/1/2022);
GC2 - Administration of the Contract - Construction Services	R2820D	(1/28/2016);
GC3: Execution and control of the work	R2830D	(11/28/2019);
GC4 - Protective Measures	R2840D	(5/12/2008);
GC5 - Terms of Payment >100K - Construction Services	R2850D	(11/28/2019);
GC6 - Delays and Changes in the Work – Construction Services	R2860D	(5/30/2019);
GC6 - Delays and Changes in the Work – Construction Services	R2865D	(5/30/2019);
GC7 - Default, Suspension or Termination of Contract	R2870D	(6/21/2018);
GC8 - Dispute Resolution - 100K to 5M - Construction Services	R2880D	(11/28/2019);
GC8 - Dispute Resolution - >5M – Construction Services	R2882D	(11/28/2019);
GC8 – Dispute Resolution - <100K – Construction Services	R2884D	(1/28/2016);
GC9 - Contract Security	R2890D	(12/1/2022);
GC10 - Insurance	R2900D	(5/12/2008);
GC6.4.1 - Allowable Costs for Contract Changes Under General Condition	R2950D	(2/25/2015);

- e. Supplementary Conditions;
- f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

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

All references to the Department of Public Works & Government Services Canada (PWGSC) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) are to be replaced with Fisheries and Oceans Canada (DFO).

3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.



SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

Clauses #1 – No Security Requirement, **escort required at DFO site(s), except for public zones.**

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

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

2. Period of Insurance

- a. The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- b. The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3. Proof of Insurance

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

4. Insurance Proceeds

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

5. Deductible

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



BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Modification to the Deslauriers island alignment fixed aid to navigation

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Legal Name: _____

Operating Name (if any): _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

Email address: _____

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

Organizational Structure:

Corporate Entity Privately Owned Corporation Sole Proprietor Joint Venture

BA03 THE OFFER

Lump Sum

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

\$ _____ excluding Applicable Tax(es)
(amount in numbers)

BA04 BID VALIDITY PERIOD

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

BA05 ACCEPTANCE AND CONTRACT

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

BA06 CONSTRUCTION TIME

The Contractor must perform and complete all Work by June 14, 2024.

BA07 BID SECURITY

The Bidder must enclose bid security with its bid in accordance with GI08 - Bid Security Requirements of [R2710T](#) (2022-12-01), General Instructions – Construction Services – Bid Security Requirements.



BA08 ELECTRONIC PAYMENT OF INVOICES

Although electronic payment is the preferred method of payment, the Bidder is not obligated to accept payment by Electronic Payment Instruments.

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

- a) Acquisition Card; or
- b) Direct Deposit (Domestic and International);

If you are the successful bidder on this or any other DFO requirement, you are encouraged to register with DFO for direct deposit. Contact DFO Corporate Accounting by e-mail: DFO.invoicing-facturation.MPO@canada.ca to receive a form titled Recipient Electronic Payment Registration Request along with instructions for completion of the form.

Invoices submitted shall be paid in accordance with the General Conditions and [clause GC5, Terms of Payment](#).

BA09 SIGNATURE

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

Signature

Date



APPENDIX 1 – INTEGRITY REGIME VERIFICATION

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) require suppliers, regardless of their status under the Policy, to submit the following information when participating in a procurement process or real property transaction:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting officer will inform the supplier of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement.

Bidders can print the [Integrity Verification form](#) and attach it as part of their bid

If bidder submitted an Integrity Declaration Form with the bid as detailed in section [SI12](#) please complete the following:

Integrity Declaration Form was submitted with bid _____ (provide detail, such as email date, etc.)



APPENDIX 2 – LISTING OF SUBCONTRACTORS

1. In accordance with section GI07 - Listing of Subcontractors and Suppliers of [R2710T](#) (2022-12-01) - General Instructions -Construction Services – Bid Security Requirements the Bidder must provide a list of Subcontractors with their Bid.
2. The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Bid Price.

	Subcontractor	Estimated Value of work
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		



ANNEX A - CERTIFICATE OF INSURANCE
(Not required when submitting a bid)



Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
----------------------------------	-----------------------	------	----------	-------------

Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
------------------------------	-----------------------	------	----------	-------------

Additional Insured

His Majesty the King in Right of Canada as represented by Fisheries and Ocean (DFO)

Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<input checked="" type="checkbox"/> Commercial General Liability				\$5,000	\$10,000	\$5 000 000
<input type="checkbox"/> Umbrella/Excess Liability				\$	\$	\$
<input checked="" type="checkbox"/> Builder's Risk / Installation Floater				\$500,000		
<input type="checkbox"/> Contractors Pollution Liability				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per occurrence		Aggregate \$
<input type="checkbox"/> Marine Liability				\$		
<input type="checkbox"/> Aviation Liability				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per occurrence		Aggregate \$
<input type="checkbox"/> Insert other type of insurance as required				\$		

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

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone Number
Signature	Date D / M / Y



CERTIFICATE OF INSURANCE
Page 2 of 2

General	Commercial General Liability	Builder's Risk / Installation Floater
<p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.</p> <p>The policies must insure the Contractor and must include His Majesty the king in Right of Canada as represented by the Fisheries and Oceans Canada (DFO) as an additional insured.</p> <p>The Policy shall be endorsed to provide the Owner with not less than thirty (30) days notice in writing in advance of a cancellation or change or amendment restricting coverage.</p> <p>Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.</p>	<p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> (a) Blasting. (b) Pile driving and caisson work. (c) Underpinning. (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor. <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> (a) \$5,000,000 Each Occurrence Limit; (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and (c) \$5,000,000 Products/Completed Operations Aggregate Limit. <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>The policy must have a limit that is not less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.</p> <p>The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2.</p>
Contractors Pollution Liability	Marine Liability	Aviation Liability
<p>The policy must have a limit usual for a contract of this nature, but not less than \$1,000,000 per incident or occurrence and in the aggregate.</p>	<p>The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.</p> <p>The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.</p> <p>The policy must waive all rights of subrogation against the Government of Canada for any and all loss of or damage to the watercraft however caused.</p>	<p>The insurance coverage shall Include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than \$5,000,000 per incident or occurrence and in the aggregate.</p>



ANNEX B – SPECIFICATIONS

General Instructions, Section 1000

1. Context

- 1.1. The Canadian Coast Guard (CCG) has a requirement to modify its Île Deslauriers marine range due to climate change and erosion, which threatens the structure located on Île Deslauriers. A new tower must be built in the same range, on Île Sainte-Thérèse, in order to ensure the sustainability of the service.

2. Description of work

- 2.1. The work consists of building one (1) reinforced concrete foundation on piles and installing the ground loop around the foundation. The grounding cables will remain above ground near the concrete footing and will be installed by others on the steel structure.
- 2.2. The Contractor is fully responsible for the construction site's accessibility for machinery and vehicles. The Contractor must obtain the necessary authorizations and comply with the standards and regulations in force to travel on Île Sainte-Thérèse.

3. Deliverables

The Contractor must:

- 3.1. Adapt, secure and maintain the main road and the crop field to allow traffic on Île Sainte-Thérèse;
 - 3.1.1. A culvert approximately 500 metres north of the boat launch partially collapsed in the fall of 2023. The Contractor will have to provide a temporary and safe measure to allow travel.
- 3.2. Install temporary guards to secure the excavation according to the CNESST;
- 3.3. Build one (1) new reinforced concrete foundation on piles according to the plans provided in the Annex E;
- 3.4. Supply and install the ground loop;
- 3.5. Back fill, clean up and restore the site;
- 3.6. Restore the access road used during the work;
- 3.7. Produce plans on an "as-built" basis.



4. Site location and access

4.1. The site is located on Sainte-Thérèse Island. The latitude/longitude coordinates (in NAD 83) are as follows:

4.1.1. Lat: 45° 41' 15" 81979 N Long: 73° 28' 00" 40416 W

4.2. The island is accessible only by sea and helicopter. All-terrain and four-wheel-drive vehicles are used to move around the island. After disembarking from the barge, take the farm road northward for \pm 1.3 km. From this location, the Contractor is responsible for ensuring that traffic for \pm 750 metres east and southeast arrives at the construction site of the new tower. The location plan is available in Annex C and recent photos in Annex D.

5. Management and coordination

5.1. Once the contract has been awarded, the name of the CCG representative from the Engineering Sector at the Maritime and Civil Infrastructure Division will be disclosed to the selected Contractor. Frequent telephone contact with the representative will be required throughout the mandate. Communications will necessarily be in French.

5.2. The Contractor must provide the name of its work supervisor at the beginning of the mandate and this person must be easily and quickly reachable by the CCG Project Engineer during normal office hours.

6. Required documents

6.1. At the site, the Contractor must keep a copy of each of the following documents:

6.1.1. Contract drawings;

6.1.2. Statement of requirements;

6.1.3. Addendum (if any);

6.1.4. Change orders (if any);

6.1.5. Codes and standards listed in Article 7 of this section;

6.1.6. Any other documents deemed useful or requested by the Project Engineer.



7. Codes, standards and licences

7.1. Unless otherwise instructed, the Contractor must execute the work in accordance with the applicable codes and standards, namely:

7.1.1. CAN/CSA –S37-18, CAN/CSA-A23.1-F19, CAN2-138-M80, ACNOR G164-M1981, ASTM A121-81, ASTM A90-81;

7.1.2. Canadian Foundation Engineering Manual;

7.1.3. National Building Code of Canada, 2020;

7.1.4. Safety Code for the construction industry;

7.1.5. Canada Labour Code;

7.1.6. All other codes, standards or federal, provincial or municipal regulations.

8. Transportation

8.1. The Coast Guard provides transportation for the concrete by helicopter. The Contractor must supply and deliver the concrete to a location agreed upon with the CCG representative for transport by helicopter. The Contractor must take the speed of the helicopter into consideration to properly plan the pouring of the concrete.

8.1.1. The helicopter used by the CCG is a Bell 412 with a usable slinging capacity of 2,250 lbs.

8.1.2. Within a 3-kilometre radius of the job site, the CCG helicopter has a loading and unloading cycle of about 8 minutes.

8.2. No transportation other than that mentioned in Article 8.1 is provided by the CCG. The Contractor must provide for appropriate sea and ground transportation for all equipment and materials necessary to complete the Contract.

8.3. The Contractor must provide sea and ground transportation for the Departmental Representative and the Materials Testing Laboratory.

8.4. The Contractor must provide the Department with a mechanical inspection sheet less than 12 months old for all vehicles and machinery that will have access to the Site.

8.5. The Contractor must use a craft that meets Transport Canada's current regulations, and the operator must hold the necessary permits.

8.6. The driver's licence as well as Transport Canada registration and inspection certificates must be provided at the time of submission.

9. Schedule

The Contractor must comply with the following schedule:



- 9.1. Construction will take place between **May 13, 2024 and June 14, 2024.**
- 9.2. Advise the Departmental Representative five (5) working days prior to the mobilization date for the commencement of work.
- 9.3. Within fifteen (15) working days of the award of the contract, deliver a copy of the detailed schedule of work as required by the Project Lead indicating the various stages of completion of the work and the expected completion date.
- 9.4. Notify the CCG Project Lead when the end date of the work will be delayed for circumstances outside of the Contractor's control and then provide written justification for the delay along with a revised schedule.
- 9.5. All "as-built" plans must be submitted within fifteen (15) working days of final acceptance of the work.

10. Contractor use of the premises

- 10.1. Within fifteen (15) working days of the awarding of the contract, submit a traffic plan for Île Sainte-Thérèse for approval of the CCG.
- 10.2. The Contractor will be required to limit travel to the zone indicated. The Contractor must not travel, in any way, outside these zones without the written authorization of the CCG or the landowners concerned.
- 10.3. For the duration of the work, the Contractor must:
 - 10.3.1. Use existing access roads, build and maintain suitable roads to allow access to the job site in accordance with the Department's easement permits.
 - 10.3.2. Obtain the necessary pre-authorizations for the use of existing private access roads, the landing dock and private lands adjacent to the works, and assume the costs thereof; maintain and repair any damage resulting from use.
- 10.4. Upon completion of the work, clean all runways, traffic lanes and land used by the Contractor and restore them to the satisfaction of the CCG Project Engineer as prescribed in Section 5000 "Cleaning and Restoration."
- 10.5. The Contractor must clean up at the end of every day.

11. Layout of structure and access path

- 11.1. The CCG is responsible for determining the position of the centre of the foundation and its orientation. The Contractor must provide protection for these stakes while the work is being performed.
- 11.2. The contractor is responsible for clearly identifying the path taken through the agricultural field to ensure that the same path is always taken and to minimize the impact on the crop field.



- 11.3. Any uncertainty or ambiguity as to the positioning of a structure on the site must be reported to the Project Engineer immediately and before the work begins.
- 11.4. Precise construction of structures based on their location is essential. The tolerances are set out in section 8000 "Foundations."
- 11.5. The elevation of the top of the foundation to be constructed is shown on the foundation plans in Annex E.

12. Existing installations

The Contractor must:

- 12.1. Before undertaking the work, ascertain the placement and scope of the existing installations, underground or not, that might be damaged or displaced. Do what is necessary to protect them.
- 12.2. If other installations are discovered during the work, immediately notify the Project Engineer and submit a written report of the findings within twenty-four (24) hours.
- 12.3. In the event of damage caused during the execution of the work, the Contractor must repair it at its expense.

13. Other documentation

- 13.1. The CCG representative may, for clarification purposes only, provide the Contractor with additional drawings to ensure that the work is performed correctly. These drawings shall have the same meaning and same scope as if they were part of the contractual documents.

14. Preliminary meeting

- 14.1. A preliminary meeting between the Contractor and the CCG representative will be organized by the latter before the work begins.
- 14.2. The CCG representative shall inform the Contractor of the date and time of the meeting at least two (2) business days in advance.

15. Safety precautions

- 15.1. The Contractor must observe and comply with the safety precautions for construction and demolition work required under the National Building Code of Canada 2020, the Canada Labour Code, the Commission de la santé et de la sécurité du travail du Québec (CNESST), municipal bylaws and organizations and any other recognized organization governing safety.
- 15.2. If there is a conflict between the requirements in the abovementioned codes, standards and organizations, the Contractor must observe the most stringent requirements.



- 15.3. The CCG representative will visit the site to ensure compliance with these safety instructions. If there is a non-compliance, the CCG representative will issue worksite directives. If the Contractor continues to be non-compliant, the Representative may shut down the worksite temporarily until the situation has been corrected.
- 15.4. Before the work begins, the Contractor must submit its health and safety plan and have it approved by the CCG representative.

Quality Control, Section 2000

1. Procedure

- 1.1 The CCG representative and/or lab representative must have access to the structures at all times. If any work is done off-site or in the workshop, it shall be accessible at all stages of the work advancement.
- 1.2 The Contractor must notify the CCG representative in writing at least 24 hours before each time a sample is to be taken or quality control undertaken.
- 1.3 In the event that the Contractor has covered any structure or allows it to be covered before it undergoes the prescribed inspection, approvals or tests, the work in question shall be uncovered, tested or inspected to the satisfaction of the authorities, and then the work is to be returned to its initial state.
- 1.4 CCG may order the inspection of any part of the work that does not seem to comply with the contract documents. If, after examination, the structure in question is declared non-compliant with the contractual document requirements, the Contractor shall take all necessary steps to render the work compliant and cover any inspection and repair costs.

2. Mix designs

The Contractor must provide the mix designs for the concrete and the granulometry of the granular materials to the CCG representative 72 hours before it is poured.

3. Sampling

- 3.1 A sampling of the plastic concrete and a slump test must be completed for each pour by the laboratory mandated by CCG.

4. Rejected constructions or components

The Contractor must remove any defective components deemed non compliant and rejected by CCG, even if they already form part of the structure. Replace or redo such items in keeping with the requirements set out in the contract documents.

5. Acceptance of work

- 5.1 CCG will perform at least three (3) work acceptance visits. The first series of visits will take place while underground work is taking place and will include the inspection of



excavations and preparations for the foundation, and the installation of formwork, reinforcement and concreting. The second series of inspections will include provisional acceptance when the formwork is removed. Final acceptance will take place at the very end of the project to verify that construction was correctly carried out according to any list of deficiencies submitted at the provisional acceptance stage.

5.2 The Contractor shall provide at least two (2) business days' notice to CCG so it can hold site inspections for quality control of the foundations and for the provisional and final acceptance.

Safety Measures, Section 3000

1. Safety measures to observe for construction work

- 1.1 The Contractor is fully responsible for occupational health and safety compliance during construction.
- 1.2 The Contractor shall take the necessary measures to eliminate the risk of accidents during construction.
- 1.3 The Contractor must apply the safety measures prescribed by federal, provincial and municipal laws and regulations, namely, the requirements in the Canada Labour Code and of the CNESST. In the case of conflict or discrepancy, the most stringent requirement applies.
- 1.4 At all times at the job site, the Contractor must have a rescue kit and a first aid kit. There must always be at least one person with a first aid certificate among the employees assigned to the work.

Environmental Protection, Section 4000

1. General

- 1.1. The work will inevitably have an impact on the physical, biological or human environment. However, it is possible to reduce the impact of the work by observing and applying some simple precautions.

2. Submissions

The Contractor must:

- 2.1. Submit a site-specific environmental prevention program to the Departmental Representative.
- 2.2. Submit an environmental management plan to the Departmental Representative.
- 2.3. Submit a work area location and material storage plan.

3. Environmental mitigation measures



The Contractor must:

- Establish storage areas at a distance of at least 30 m from waterways.
- Implement and maintain effective measures to limit the flow of sediment from the construction site into the aquatic environment (e.g., sediment barrier, berms, sediment trap, sedimentation basin, temporary stabilization of slopes, diversion of water to areas of vegetation). The measures must remain effective during periods of flooding, heavy rains or frost.
- Not throw any debris, waste or excavated material into the aquatic environment. Remove debris accidentally introduced into the aquatic environment as soon as possible.
- Store equipment and granular materials near the farm operator's equipment shelter, immediately opposite the barge ramp.
- If other storage or work areas are required, to the extent possible, set them up using methods to minimize compaction and the creation of ruts. The use of wooden mats could be considered.
- Follow the natural drainage of the environment and take all appropriate measures to allow the natural flow of water.
- Provide for work areas in a zone already undergoing terrestrial vegetation disturbance to minimize the disturbance footprint.
- The boundaries of the work area and access roads must be clearly identified to preserve vegetation cover.
- Delimit a protection area around the trees and shrubs to be preserved so as not to damage them or affect the root system. If this is not possible, install a protection system for the trunks and the root system (wooden planks, non-compacting material with geotextile, etc.). Under no circumstances can a tree be used as a support. The effectiveness of the protection areas will need to be verified throughout the work.
- Do not paint, damage, or mark natural elements (e.g. rocks, trees) present on the site and in the surroundings for surveying or other purposes until prior authorization has been obtained.
- Avoid all clearing work on Île Sainte-Thérèse between April 15 and August 31.
- Inspect the barge before moving it to the site and remove any mud, plants or animals present. Dispose of this waste according to existing regulations. An inspection and cleaning certificate will need to be submitted to the supervisor to document compliance.
- Drain bilge water and any other water from the barge more than 30 m from the shore of the St. Lawrence River. Wash the barge and other equipment that has been in contact with water. Machinery must be washed more than 30 m from the shore of the St. Lawrence River. Prevent wash water from flowing into the St. Lawrence River or into a storm sewer.
- In accordance with the agreement between the CCG and the farm operator, ensure that the latter is informed as soon as possible of the work schedule so that he can take it into account in his planning.
- During construction, ensure that the work is not impeding the farm operator from accessing his fields, or develop temporary access ways to the crop fields.
- Limit work areas to a minimum and surround them with fencing or visual markers to delineate the job site.
- Develop a plan for the location of work and material storage areas and obtain CCG approval before work begins.



- Avoid working during heavy rain in order to minimize sediment runoff. Prevent fresh, wet and unhardened concrete and concrete dust from coming into contact with a waterway. All accidentally introduced debris must be removed as soon as possible.
- The wash water from the concrete accessories will have to be poured into a confined and watertight enclosure. After hardening, concrete residues must be managed with construction waste and disposed of in an approved facility.
- Limit the anticipated permanent encroachment area of agricultural land to a bare minimum. Do not exceed the encroachment planned for in the final construction plans.
- Remove accumulated mud or debris around temporary structures before removing them.
- Ensure that no equipment, material or debris from the work is abandoned on the premises.
- Ensure farmland affected by the work is restored to its original condition. Ensure soil decompaction and reprofiling is carried out in order to restore drainage from areas used during the work.
- Avoid leaving engines running unnecessarily.
- Conduct the work Monday to Sunday from 7:00 to 21:00 as indicated in by-law no. 529 of the Ville de Varennes (by-law concerning nuisances and prohibiting rifle shooting and hunting).
- Stop noisy machinery engines, tools and equipment during work stoppages or breaks.
- Equip noisy equipment with mufflers or a functional anti-noise device. These must remain in good working order.
- Avoid the removal of rear panels from dump trucks.
- Ensure that the storage of petroleum products and hazardous materials, as well as the maintenance, refueling and cleaning of machinery, is carried out more than 30 m from waterbodies and wetlands, on a site set up for this purpose where there is no risk of soil and water contamination.
- Immediately repair or remove from the job site leaking machinery.
- Do not install stationary machinery on the banks of a waterway or wetland. Do not leave any gasoline-powered machinery within 30 m of waterways and wetlands during prolonged site closures, unless confined in a leakproof enclosure. If this is not possible, protection measures must be implemented under the machinery throughout the closure (e.g. containment tank having a volume equivalent to at least 110% of the volume of the fuel tank).
- Provide for sufficient quantities of hydrocarbon recovery kits (containment sticks, absorbent rollers, watertight containers, etc.) and a standard fire extinguisher that meets current standards to manage any spill, environmental incident or fire. Ensure workers are trained to respond quickly to leaks or spills and are informed of the location of the kits.
- Prepare an emergency procedure and communication plan in the event of a spill, environmental incident or fire. This procedure must include measures to plug leaks, confine spilled products, recover contaminants, decontaminate affected areas and dispose of contaminated material in accordance with existing laws, policies and regulations. Rehabilitate the affected areas without delay.
- In the event of an environmental incident, notify the CCG, National Centre for Environmental Emergencies of ECCC (1-866-283-2333) and Urgence Environnement du Québec (1-866-694-5454).
- Verify the effectiveness of protection areas installed around trees and shrubs to be preserved throughout the work.
- Travel on durable or already disturbed surfaces (e.g. paved road, gravel surface, high-



- resilience disturbed area) and avoid tree root systems.
- Avoid travelling with machinery in the wet meadow and marshes on the shore of Île Sainte-Thérèse, near the existing BL.
 - Ensure that machinery is clean and free from invasive species upon arrival onsite and keep it in that condition. Ensure that an inspection and cleaning certificate is submitted to the supervisor to document compliance.
 - Avoid travelling outside the confines of the job site.
 - Do not burn waste and debris at the job site.
 - Use tarps when transporting granular material to limit dust emissions in the air.
 - If possible, deposit the excavated soils outside the riparian strip, on storage areas set aside for that purpose, delineated and secured, in the construction footprint to avoid any impact (collapse, runoff, dispersal of FIAS, etc.).
 - All temporary accumulation of unconsolidated materials located within 30 m of an aquatic environment and left in place for more than 24 hours must be protected with a sediment barrier and covered with a watertight canvas to prevent the production of dust and the transport of sediment into the water.
 - Store soils and granular material on waterproof canvas and cover them with a waterproof tarp during strong winds or rain.
 - Take the necessary precautions during the temporary storage of the excavated material to control the dispersion of fine sediment.
 - Regularly clean up construction sites so that they are always free of waste. Never release waste into the environment.
 - Plan measures to contain and recover construction debris (e.g. tarp, geotextile, sediment barrier).
 - Never release residual or hazardous materials into the environment. Dispose of them according to existing laws, regulations and standards.
 - Use adequate containers for the safe storage of debris and hazardous or household waste, which will have to be separated by categories
 - Remove all materials from temporary structures and dispose of them in authorized locations or retrieve them for later use as per MELCCFP regulations.
 - Implement an adequate program to manage construction debris, such as metal or concrete debris.
 - Eliminate all paint waste in accordance with applicable federal, provincial and municipal laws.
 - Equipment and machinery cannot be stored above the root system of trees.
 - Store in wildlife-proof containers, all products that may attract animals. If possible, keep food waste separate from construction debris and dispose of it daily.
 - Do not set traps, harass, feed, bait, lure, poison or kill animals on the job site.
 - Dispose of debris and excavated material containing invasive alien species in accordance with applicable regulations.
 - If ash trees have been felled or pruned during the work, the slash must be moved and disposed of in accordance with the specific provisions listed in the Ville de Varennes zoning by-law no. 707 in order to eliminate the risk of spreading the emerald ash borer.
 - For the transport of materials, use a route avoiding residential and recreational areas.



Site clean-up and restoration, Section 5000

1. General

The Contractor must:

- 1.1 Clean up the site and remove from it all waste and debris in compliance with local regulations and anti-pollution laws.
- 1.2 Restore the site by loosening the farmland and leveling the ground to restore it as close as possible to its natural state before construction.
- 1.3 Any area where the Contractor travels for the purpose of carrying out the work must be restored. This includes work areas and temporary roads.

2. Clean-up during construction

The Contractor must:

- 2.1 Keep the construction site clean and adjacent properties free from debris and waste. Clean the site at the end of each work day. Ensure that the site and surroundings are safe for workers and the public.
- 2.2 Remove and deal with waste and debris from the construction site.
- 2.3 Provide land to store this waste and other unnecessary materials and inform CCG of the location of this land.
- 2.4 Never for any reason dump or allow to accumulate any construction debris or waste outside the boundaries of the site or in the aquatic environment.
- 2.5 If applicable, remove the snow on access roads and around construction for the entire duration of construction.

3. Final cleaning

The Contractor must:

- 3.1 Perform a final clean-up to prepare the site for provisional acceptance of the project or the certificate of final completion of construction.

Documents in the project file, Section 6000

1. Contractor's plans

All engineering plans provided by the Contractor shall be signed and sealed by an engineer who is a member of OIQ and must be approved by CCG.

2. Plans to add to the file

The Contractor must:

- 2.1 Submit copies of the shop drawings from the engineering plans in PDF format.
- 2.2 At the end of construction, the Contractor shall provide CCG with a copy the shop drawings annotated in red and the "as-built" plans in PDF format.

Annotations in red shall:



- 2.2.1 Indicate the modifications made to the dimensions and execution details on site.
- 2.2.2 Include the changes made following requested modifications and orders received on site.

Excavation and backfilling, Section 7000

1. Description

- 1.1 This section lists the requirements for excavating, filling and laying a gravel bed for the foundations.
- 1.2 The Contractor must acquaint itself with the foundation plan as set out in Annex E.
- 1.3 All recommendations for excavation and backfilling are found in the geotechnical investigation report provided in Annex F.

2. Materials

- 2.1 Based on the foundation plan and geotechnical investigation report.

3. Execution

- 3.1 The Contractor must follow the recommendations of the geotechnical investigation reports and the CNESST recommendations for excavation slopes and other elements.
- 3.2 The bottom of the trench shall be appropriately cleaned of topsoil, other organic matter and any debris.
- 3.3 The bottom of the excavated area must be checked and approved by the laboratory mandated by the CCG.
- 3.4 Excavated material can be used to backfill trenches where granular or specific materials are not required.

Foundations, Section 8000

1. Description

- 1.1 This section lists the requirements for building the foundation.
- 1.2 Foundation construction includes installation of piles, geotechnical membrane, granular cushion and insulation, formwork installation and removal, and placement of reinforcing steel, concrete and anchor rods and bolts. The contractor must install the T-17 tower anchors before the concrete is poured, and ensure their position using templates.
- 1.3 The Contractor shall provide a drainage system on the site if water tends to accumulate and shall comply with the requirements of Section 4000, "Environmental protection."

2. Materials

- 2.1 All the materials, cement, formwork, steel reinforcement and steel must be in compliance with the standards and specifications in the plans.

3. Location and orientation

- 3.1 Before beginning construction on the foundation of the structure, the Contractor must contact the Project Manager to find with certainty the location and elevation of the centre of the foundation.



3.2 The centre of the foundation shall coincide with the centre of the future tower as located on the site by CCG. The sides of the foundation shall be parallel to those of the future tower.

4. Excavation

4.1 The Contractor must excavate in compliance with the requirements of Section 7000, "Excavation and filling."

5. Formwork

5.1 The Contractor must build the formwork in accordance with the shapes, dimensions and levels indicated in the plans in Annex E.

5.2 Formwork shall be constructed to support the load of the plastic concrete. If the formwork breaks during pouring, the Contractor is entirely responsible for and required to deal with the situation. It shall ensure the shape of the foundation meets the requirements of the plans, even if the imperfection is underground.

5.3 No supplement shall be paid to the Contractor for a formwork break.

5.4 The interior surfaces of the wood or steel formwork shall be oiled before concrete pouring.

6. Steel reinforcement

6.1 Bending of steel bars, if required, shall be cold and mechanical.

6.2 The Contractor must use clean, rust-free steel reinforcement bars in compliance with the plans and the requirements of the standards set out in the plans.

7. Concrete pouring, finishing and curing

The Contractor must:

7.1 Coordinate the concrete pouring with the Departmental Representative and the Canadian Coast Guard helicopter pilots. The helicopter landing point will be confirmed by the Departmental Representative at least 10 days before the pour.

7.2 The pour rate with the Coast Guard helicopter will be between 3 and 4 m³ per hour with a flight distance of less than 3 kilometres from the work site.

7.3 Pour concrete in compliance with the requirements of CAN/CSA-A23.

7.4 Ensure the reinforcement and tie rods have not moved during pouring.

7.5 Finish the top of the foundation so that the surface drains outwards.

7.6 Once pouring is complete, leave the formwork in place for at least seventy-two (72) hours and apply an appropriate curing agent afterward.

8. Accuracy of foundation positioning

8.1 The maximum acceptable lateral positioning error is 10 mm between the intersection of lines drawn from the stakes in place and the centre of the structure to build.

8.2 The maximum acceptable elevation error is a 10-mm difference from the elevation given in the plan.



8.3 Any error that exceeds this shall mean that the Contractor is required to redo construction.

Grounding, Section 9000

1. Description

1.1 Work to be completed includes but is not limited to the following:

- 1.1.1 The Contractor must provide and install grounding, including wire, rods, connections to the tower, exothermic welding, protective coating for welds, protective conduits and everything necessary to attach wires and conduits.

2. Applicable code

2.1 All work shall be completed in compliance with the requirements of the following codes and standards:

- 2.1.1 Canadian Electrical Code, latest version; and
- 2.1.2 Regulations of the Commission de la Santé et de la Sécurité du Travail (CSST).

3. Grounding

3.1 The Contractor must supply and install a grounding loop around the foundation consisting of a bare tinned 2/0 AWG conductor connected to three (3) grounding rods buried three (3) feet below the level of the finished ground and minimum three (3) feet from the concrete foundation.

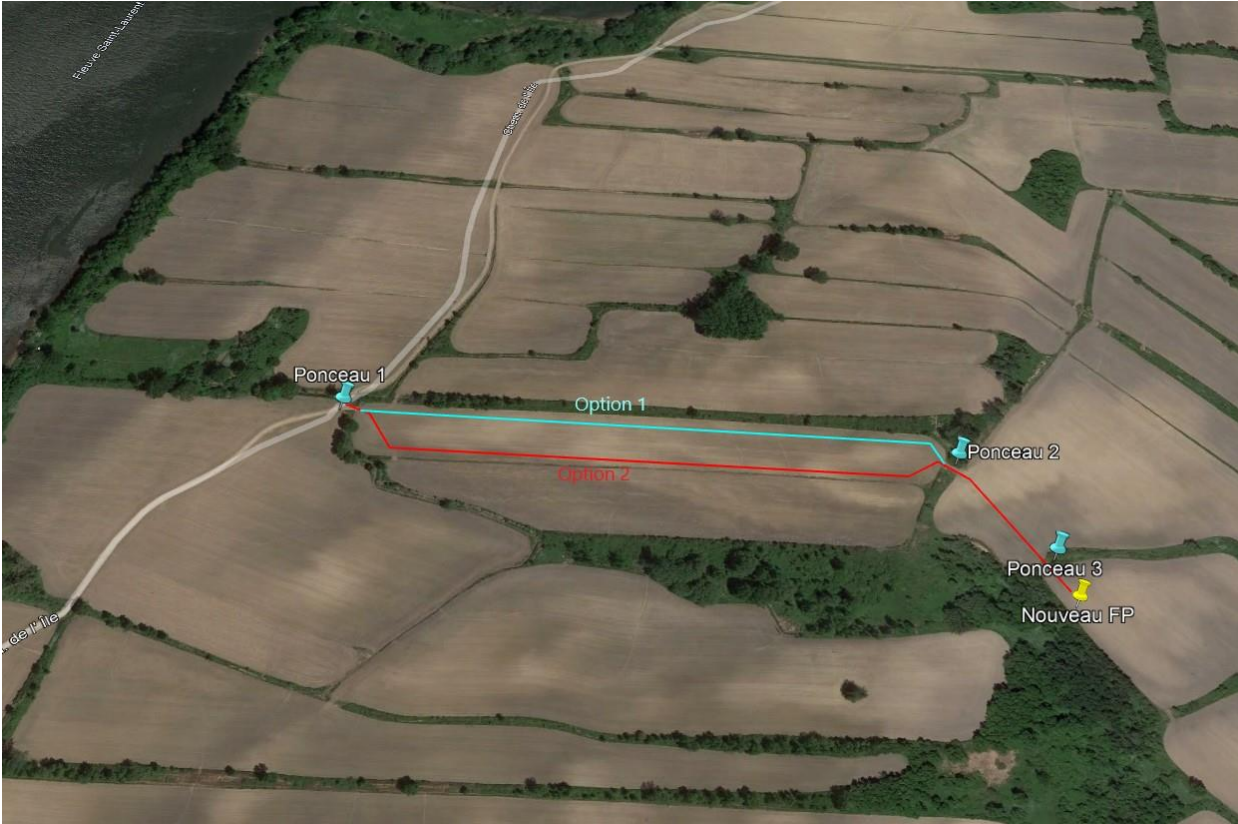
3.2 The grounding rods must be made of copper, 3/4" in diameter and 10 feet in length.

3.3 The joints between the 2/0 cable and rods will be the Cadweld exothermic type or equivalent and protected by a coating recommended by the manufacturer. The 2/0 cables welded to the loop must extend fifteen (15) feet out of the ground.

3.4 The Contractor must determine and provide the length of wire needed for the installation and shall leave three (3) lengths of cable sufficient for future connections to the tower.



ANNEX C – LOCATION AND ACCESS TO THE SITE



Access path to be used. The Contractor shall obtain the necessary provincial authorizations depending on the type of access road it would like to build. The path with the drier soil is option 1, but a stream is in the wooded strip north of the “option 1” road. Option 2 allows for crossing of the farmland within the traffic standard of 30 metres from a waterway (Ministère des Ressources naturelles et des Forêts).



ANNEX D – PHOTOS

Access to Île Sainte-Thérèse by transport barge (May 30, 2023).





Access road to be used along farmland ± 750 metres (May 30, 2023).





Traffic route over waterlogged farmland (November 10, 2023).





ANNEX E – FOUNDATION PLAN

Refer to CanadaBuys Attachment titled:
30004840 - FOUNDATION PLAN - PLAN DE FONDATION



ANNEX F – GEOTECHNICAL INVESTIGATION REPORT
Refer to CanadaBuys Attachment titled:
30004840 - GEOTECHNICAL INVESTIGATION REPORT