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Letter of Acknowledgement

August 25, 2021

Brun-Way Highways Operations Inc.

Att: Shannon Briand

1754 Route 640

Hanwell, NB E3C 2B2

Dear Mrs. Briand,

Contract for Provision of: RFP 1293

1. We acknowledge receipt of your Request for Proposal package.
2. A) We have received all the documents listed in the Request for Proposal without damage and in usable condition.
B) We have read the Request for Proposal and will tender in accordance with the specified requirements.

Or

3. We will not be submitting a Proposal because:

Contractors Name: _____

Yours Sincerely,



BRUN-WAY HIGHWAYS OPERATIONS INC.

Request for Proposal (“RFP”)

RFP/Project No: 1293

Description: Grader Service for Snow and Ice Removal

Location: Route 2, from Longs Creek to Quebec Border and
Route 95 from US Border to Woodstock



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INSTRUCTIONS TO BIDDERS

1.0 GENERAL

- 1.1 The contract (“Work”) is a contingency plan during the winter months in response to addressing compacted snow and ice on the pavement surface after extreme events. This Work consists of the supply of grader(s) and operator(s) services for snow and ice removal on the entire “Facility”, on Route 2 from Longs Creek to Quebec Border and on Route 95, from US Border to Woodstock.
- 1.2 This Work will be a three (3) year contract for winter 2021/2022, 2022/2023 and 2023/2024.
- 1.3 The Contractors must submit an hourly rate for the grader(s) and qualified operator(s), and an hourly rate for floating the grader(s). The hourly rates should include the cost of all labour, material, equipment, mark-ups, overheads, direct and indirect supervision and profit (excluding Harmonized Sales Tax) in force at the time of bids and shall represent the net cost to Brun-Way.
- 1.4 The Contractors must submit with the bid the quantity of and descriptions/specifications for each of the grader(s) that will be available to use to complete the Work. Also, the Contractor must submit the location(s) where the grader(s) will be stored during the winter seasons.
- 1.5 A Bidder's pre-qualification signifies that it has met the minimum requirements of Brun-Way Highways Operations Inc. (“Brun-Way”) and does not mean that it is on equal footing with other pre-qualified Bidders. Further, and notwithstanding a Bidder's pre-qualification, Brun-Way reserves the express right to consider such criteria, as described in paragraph 6.0 below, in accepting or rejecting any Proposal.
- 1.6 Brun-Way reserves the right to invite additional Bidders to respond to this RFP, in its sole discretion.
- 1.7 Only one of a contractor's related, associated, or affiliated companies or businesses shall be entitled to submit a Proposal for the Project.
- 1.8 Brun-Way is wholly-owned subsidiary of SNC Lavalin. Founded in 1911, SNC-Lavalin is one of the leading engineering and construction groups in the world and a major player in the ownership of infrastructure. From offices in over 50 countries, SNC-Lavalin's employees are proud to build what matters. Our teams provide EPC and EPCM services to clients in a variety of industry sectors, including oil and gas, mining and metallurgy, infrastructure and power. SNC-Lavalin can also combine these services with its financing and operations and maintenance capabilities to provide complete end-to-end project solutions.

One of Canada's largest operations and maintenance service providers, our team has a regional presence in France, the United States, Saudi Arabia, Qatar and Algeria. Our range of services includes the operations & maintenance of airports; roads, bridges, and rail systems; industrial facilities; defence & logistics support and integrated real estate solutions. We provide around-the-clock support for mission critical activities. Whether supplying facilities management services for banking, data and broadcast centres, or supporting Canada's military on land, water or in the air, we provide our clients with peace of mind while allowing them to operate efficiently and focus on their core operations.

www.snclavalin.com



INSTRUCTIONS TO BIDDERS

2 RFP DOCUMENTS

- 2.1 The RFP Documents consist of these Instructions to Bidders and all of the documents identified in the table of contents.
- 2.2 The drawings and specifications are the property of Brun-Way. If requested by Brun-Way, the drawings and specifications shall be returned to Brun-Way in good condition no later than seven (7) days after the RFP closing date described herein (the “RFP Closing”).
- 2.3 Each Bidder shall verify in its Proposal that it has received and reviewed all of the RFP Documents and shall assume responsibility for the RFP Documents received as being complete. Any missing RFP Documents shall be reported immediately to Brun-Way at the address set out herein.
- 2.4 The RFP Documents are made available only for the purpose of obtaining Proposals for the Project. Their use does not confer a licence or grant for any other purpose.

3 QUESTIONS ARISING DURING BIDDING

- 3.1 Bidders must familiarize themselves with the requirements of the RFP Documents before submitting their Proposals, and satisfy themselves as to their ability and the ability of their subcontractors and suppliers to meet the requirements for the timely progress and completion of the Project and to execute the work in full accordance with the RFP Documents.
- 3.2 Bidders finding discrepancies in, or omissions from, the RFP Documents, or having doubt as to the meaning or intent thereof, prior to the Proposal Closing, shall at once and no later than two (2) business days before the scheduled date of Proposal Closing, notify Brun-Way, who will arrange for written instruction, if necessary, in the form of an addendum, to be sent to all Bidders. All such addenda shall become part of the RFP Documents. Any oral responses or instructions which Bidders might receive from, or on behalf of Brun-Way, will neither bind Brun-Way, nor change, modify, amend or waive any of the requirements contained in the RFP Documents.
- 3.3 All matters and inquiries relating to the interpretation of the RFP Documents shall be directed to Brun-Way at the following address:

Attention: Craig Gallant

**Brun-Way Highways Operations Inc.
1754, Route 640
Hanwell, NB
E3C 2B2**

Phone

Number: (506) 474-7763

Mobile Number: (506) 461-6776

Email: Craig.Gallant2@snclavalin.com

Fax Number: (506) 474-7752



4 EXAMINATION OF SITE

- 4.1 Before submitting a Proposal, Bidders may examine the Project site and surroundings and satisfy themselves as to the existing conditions and limitations of the Project site, the means of access to the site and the nature and quantity of work required. Arrangements can be made to meet with a Brun-Way representative on-site, if necessary. Bidder Representatives examining the Project Site must notify Brun-Way of their presence on site and must wear the appropriate PPE (hi-visibility vest, long sleeve shirts, hard hat, safety boots, safety glasses, and any additional specialized PPE).
- 4.2 No adjustments to the Project schedule or to the price of the Contract entered into with a successful Bidder will be made for difficulties encountered due to conditions, features or peculiarities of the Project site which exist and are known, reasonably discernible, or visible at the time of Proposal.

5 PROPOSAL SUBMISSION

- 5.1 Proposals shall consist of the following:

- 5.1.1 The Bid Form provided herein, fully completed in ink or typewritten, with signatures, dated, sealed and witnessed as appropriate;

(Not Applicable for this Work)

A Bid Deposit in the form of a Certified Cheque in the amount of \$10,000 or a Bid Bond in the amount of \$10,000 signed, sealed and issued by a surety authorized to transact business in the province of New Brunswick. Brun-Way reserves the right to approve or reject any surety, in its reasonable discretion. The Bid Deposit shall remain valid and will be retained by Brun-Way until one week after the contract is awarded. At this time, the unsuccessful Bidders can make arrangements with Brun-Way to have their Bid Deposit returned to them. The successful Bidder's Bid Deposit will be returned to them once they have submitted the 50% Performance Bond and 50% Labour & Material Payment Bond. Bid deposit and bid bond shall be made out to Brun-Way Highway Operations Ltd.;

- 5.1.2 An Agreement to Bond, with respect to the Project requirements for a 50% Performance Bond and 50% Labour & Material Payment Bond, signed, sealed and issued by a surety authorized to transact business in the province of New Brunswick.

- 5.1.3 The Documents listed under the "Pre-Selection" [section 4.4](#) of the Health and Safety Program in Schedule B of this RFP.

- 5.1.4 Preliminary schedule of construction sequences, equipment, and manpower.

- 5.1.5 Description of equipment(s) planning to use.

- 5.2 Proposals shall stipulate the unit prices in Canadian currency for the Project, including all the requirements of the RFP Documents, without qualifications.

- 5.3 No oral Proposals will be considered. Faxed or e-mailed Proposals will only be considered if the contract value is less than \$50,000. For contract values greater than \$50,000 the Proposal shall be couriered or hand delivered. Couriered or hand delivered Proposals



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shall be enclosed in sealed opaque envelopes, bearing the name of the Bidder, the Project name and the RFP/Project number, addressed and delivered to Brun-Way at:

Attention: Shannon Briand
Purchasing and Claims Coordinator
Brun-Way Highways Operations Inc.
1754 Rte. 640
Hanwell, NB, E3C 2B2

Email: brunwaybids@snclavalinom.com

Fax: 506-474-7771

By no later than: Friday, September 10th, 2021

At: 12:00 Noon, Atlantic Daylight Savings Time

According to the time clock located in the office of Brun-Way where the Proposals are received ("Proposal Closing").

- 5.4 Any Proposals received after the Proposal Closing will be rejected.
- 5.5 Proposals submitted prior to Proposal Closing may be modified or withdrawn by the Bidder at any time prior to Proposal Closing, by written notice to Brun-Way, delivered personally or by courier to the above noted address, and subject to the conditions set forth below:
- 5.6 Amendments or other replacements of bids are permissible up to the closing date and time identified in the bid request instructions, only by submission of a new bid in its entirety. The replacement bid shall be clearly marked as superseding any previously submitted bid response, and must bear the same signature of the authorized representative of the bidder who executed and sealed the original proposal.
- 5.7 To withdraw a Proposal, prior to Proposal Closing, Brun-Way must receive from the Bidder a letter to this effect, bearing the same signature of the authorized representative of the Bidder who executed the original Proposal. No other method of Proposal withdrawal shall be considered. Withdrawn bids received in a sealed envelope shall be returned unopened to the withdrawing bidder.
- 5.8 Bidders may not make modifications to their Proposals, or withdraw their Proposal, after Proposal Closing.
- 5.9 Proposals shall be irrevocable and subject to acceptance by Brun-Way, until award of the contract or the anticipated start date of the project, whichever comes first.

6 ACCEPTANCE OR REJECTION OF PROPOSALS

- 6.1 Brun-Way will reject as informal, irregular, invalid, or non-compliant, any Proposal that contains obvious errors, alterations or erasures, or is incomplete, unbalanced, conditional, illegible or obscure.
- 6.2 Proposals will be opened in private by Brun-Way, and Brun-Way will not reveal the Proposal results or the relative rankings of bidders.
- 6.3 The submission of Proposals does not obligate Brun-Way to accept any Proposal or to proceed further with the Project.



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6.4 Brun-Way may, at its sole discretion, elect not to accept any and all Proposals for any reason. Alternatively, Brun-Way reserves the right to cancel this Request for Proposals if the prices submitted exceed Brun-Way's budget, or should Brun-Way not receive any satisfactory Proposals, or if an insufficient number of Proposals are submitted, or where unforeseen circumstances arise after Proposal Closing, or for any other reason.

6.5 Brun-Way reserves the right, in its sole discretion, to reject any or all Proposals without notice or reasons including, without limitation, the lowest Proposal, and to accept the Proposal that, in Brun-Way's sole discretion, is deemed most advantageous, notwithstanding any custom, usage or agreement in the industry or trade, or any other policy or practice. The successful Proposal, if any, will be selected based on any number of criteria that Brun-Way, in its sole discretion, considers relevant, including, without limitation, any combination of price, scheduling, experience, proposed sub-trades, qualifications and related experience, compatibility of the Bidder based on its reputation and past work experience with Brun-Way, proposed personnel, health and safety and quality control programs of the Bidder, and any other factor that Brun-Way deems relevant.

Brun-Way reserves the right to disqualify a bidder from the bid process who has been identified as a high financial risk.

6.6 Brun-Way reserves the right to negotiate any aspect of a Proponent's Proposal or an Agreement or both, including, without limitation, with respect to proposed pricing or services prior to awarding an Agreement to a successful Proponent.

6.7 Brun-Way reserves the right to conduct negotiations with one or more preferred Proponents.

6.8 Brun-Way will not be required to inform the Bidders of the relative weight to be given to any particular evaluation criterion or to provide reasons to any Bidder with respect to any exercise by Brun-Way of its discretion when accepting or rejecting Proposals.

7 BIDDERS OBLIGATIONS

7.1 By submitting Proposals, Bidders acknowledge that they have read and accept and agree to be bound by all of the terms, conditions and stipulations set out herein (including those found in schedules D and F) and further acknowledge and agree that Brun-Way, the Project Owner and their representatives and agents will have no liability or obligation to any Bidder whose Proposal is not accepted and expressly waive any rights they may have to any claim against Brun-Way, the Project Owner and their representatives and agents relating, in any way, to this Invitation for Proposals.

7.2 The Bidders shall be responsible for all costs related to the preparation of their Proposals and participation in the RFP process. Under no circumstances shall Brun-Way, the Project Owner or their representatives or agents be liable, in contract, tort, restitution or any other legal theory, to any Bidder for any claim, action, loss, damage, costs or liability whatsoever arising from the preparation of a Proposal, any act or omission by Brun-Way, including the rejection or evaluation of any or all of the Proposals, any negotiations in respect to the Proposals, or the selection of any Bidder.

7.3 Without limiting the generality of the foregoing, Brun-Way, the Project Owner and their representatives and agents shall not be liable to any Bidder for any claim, action, cost, loss, damage or liability whatsoever arising from or related to any information or advice or any errors or omissions that may be contained in the RFP Documents, or any data, materials or documents disclosed or provided to a Bidder pursuant to this Invitation for Proposals, or otherwise.



8 TAXES

8.1 The Bidders shall exclude all taxes in their Proposal unit price.

9 AWARD

9.1 Brun-Way will issue notification of award to the successful Bidder of Brun-Way's acceptance of the Proposal only after the appropriate levels of authority authorize the Proposal.

9.2 Within five (5) business days from the date of the successful Bidder's receipt of the notification of award, the successful Bidder shall deliver to Brun-Way at the above-noted address:

9.2.1 A completed "Supplier Compliance Package" ([accessible by this link](#), to be completed by successful bidder if not already in compliance) including, but not limited to: a valid Workplace Safety and Insurance Board Certificate of Clearance, or equivalent certificate, in accordance with applicable construction health and safety legislation; Certificates of Insurance evidencing coverage for all required insurance policies applicable to the work; Code of Business Conduct; Declaration of Professional Licenses and Permits and the Supplier Trade Code Checklist;

9.2 Once the successful Bidder has become an approved "Supplier" a Purchase Order will be issued. The Proposal will be deemed accepted and the contract awarded, in accordance with the terms and conditions of the existing Term Contract, on the Bidder's return of the duly signed Purchase Order. Brun-Way will contact all Bidders upon issue of the successful Bidder's Purchase Order, to notify them on the status of their bid

9.3 Within five (5) business days from the date of the successful Bidder's receipt of the Purchase Order, the successful Bidder shall deliver to Brun-Way at the above noted address:

9.3.1 A 50% Performance Bond and 50% Labour and Material Bond issued by the surety which issued the Bid Deposit made out to Brun-Way Highways Operations Ltd.;

9.3.2 A detailed schedule indicating construction sequences, manpower, and equipment required to complete the work in accordance with the construction schedule prescribed by Brun-Way;

9.3.3 A Job Safety Analysis for the work submitted on Form 6831.2.2, see [Health and Safety Program](#).

9.3.4 Signed copy of the Purchase Order.

9.4 Brun-Way shall be entitled, in its sole discretion, to vary or extend any of the time limits in this part.

9.5 If the successful Bidder upon receipt of the Purchase Order fails to deliver the documents identified in paragraph 9.4 above, within the time prescribed, the successful Bidder's Bid Deposit shall be forfeited to Brun-Way and, in addition, the successful Bidder shall indemnify and save harmless Brun-Way from all loss, damage, cost, charge and expense which Brun-Way may suffer or be put to by reason of the successful Bidder's default,



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including, without limitation, the difference between the bid price of the successful Bidder and any greater sum which Brun-Way may expend or incur by reason of such default.

9.6 STATUTORY DECLARATIONS: Requests for payment (either for lump sum amounts or for Progress Payments and/or Holdback) must be accompanied by a duly signed Statutory Declaration (to be provided to the successful bidder).

10 COMMENCEMENT OF THE WORK

- 10.1 Submission of a Proposal constitutes a Bidder's agreement to commence the Project work promptly and to execute the Project work without interruption until completion in accordance with the terms and conditions of the existing Term Contract and construction schedule prescribed by Brun-Way, upon Brun-Way's acceptance of Proposal.
- 10.2 Bidders are required to ensure, before submitting Proposals, that an adequate supply of materials, equipment and labour are available for the Project work until completion.
- 10.3 The successful Bidder shall upon receipt of the Purchase Order, proceed with the procurement of component materials and equipment, to avoid any delays to the Project.
- 10.4 Prior to the commencement of the work, all submissions required by the Contract Documents shall be forwarded for review to Brun-Way.

11 SUPPLEMENTS TO BID FORMS

11.1 UNIT PRICES

- 11.1.1 Unit prices are prices for **specific measurable units** of material and labour.
- 11.1.2 Unit prices must include the cost of all labour, material, equipment, mark-ups, overheads, direct and indirect supervision and profit (excluding Harmonized Sales Tax) in force at the time of Proposal and shall represent the net cost to Brun-Way.

11.2 BIDDERS PROPOSED ALTERNATIVES

- 11.2.1 The Bidders are invited to submit alternatives. Such alternatives must include the cost of all labour, material, equipment, mark-ups, overheads, direct and indirect supervision and profit in force at the time of Proposal and shall represent the net cost to Brun-Way.
- 11.2.2 Alternatives can be proposed on paper attached to the Bid Form document, giving a brief description and stating the net difference (extra/credit) in the Proposal amount for each substitution and the impact on schedule and on the lifecycle performance of the work.
- 11.2.3 Proposed alternatives must include material or product names and complete specifications. Proposal price must include all specified equipment and materials.



12 INTERFERENCE WITH EXISTING OPERATIONS

- 12.1 The normal operations of the Project site must be maintained at all times. All precautions and every care must be taken to ensure that interference or disruptions are minimized.



SCHEDULE A – BID FORMS

August 25, 2021



Item	Description	Unit	Rate
1	Grader and qualified Operator	Hourly	\$
2	Floating Services	Hourly	\$
3	Annual Retainer	Lump Sum	\$ 3,000

By selecting this checkbox the bidder agrees to comply with all of Brun-Way Highways Operations Inc. Terms and Conditions per the Supplier Compliance Package and the Health and Safety requirements as per the Health and Safety Program.

Description of anticipated grader(s) to be used for the Work

Grader(s)	Descriptions / Specifications (year, model, etc)	Anticipated location of "the yard"
# 1		
# 2		
# 3		



Company Name:	
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I/We also submit below the names of our proposed Subcontractors upon which my/our Bid is based, as follows:

	TRADE	COMPANY
1.	_____	_____
2.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

I/We hereby confirm and declare that this Bid is made by me/us without any connection, knowledge, comparison of figures or arrangements with any other person who might submit a Bid for the same work, and is in all respects fair and without collusion or fraud.

I/We hereby confirm and declare that if Brun-Way accepts this Bid and awards us the Contract for the Project and I/we should fail to deliver the WSIB, or equivalent Certificate, Certificates of Insurance, and other documents identified in paragraph 9.2 of in Brun-Way's Instructions to Bidders, our Bid Deposit shall be forfeited to Brun-Way and/we shall also indemnify and save harmless Brun-Way from all loss, damage, cost, charge and expense which Brun-Way may suffer or be put to by reason of our default herein.



Company Name:	
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Conflict of Interest Declaration

I/We hereby confirm that there is not nor was there any actual or perceived conflict of interest in submitting this Bid or performing the Work required by the Contract.

[or if applicable, strike out the above and include the following:]

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in my/our company submitting this Bid or the contractual obligations of the Contractor, under the Agreement:

Name of Contractor

Signature of Company Official

Title

Signature of Witness

Title

Date



SCHEDULE B – DESCRIPTION OF SERVICES AND SPECIFICATIONS

August 25, 2021



1.0 SCOPE OF WORK

This scope of work consists of a contingency plan during the winter months in response to addressing compacted snow and ice on the pavement surface after extreme events. This Work is for the supply of grader(s) and operator(s) services for snow and ice removal on the entire “Facility”, on Route 2 from Longs Creek to Quebec Border and on Route 95, from US Border to Woodstock.

- 1.1. The Contractor will provide an hourly rate for the grader(s), including experienced operator(s).
- 1.2. The grader(s) and operator(s) shall be available between December 1st and April 1st of each year.
- 1.3. The grader(s) and qualified Operator(s) shall be available 24/7 for call-out.
- 1.4. The Work may be carried out during day and night shifts (12 hours shift).
- 1.5. The maximum response times from call-out are:
 - 1.5.1 Maximum three (3) hours when the grader is located inside 40 km of radius from the requested location.
 - 1.5.2 Maximum five (5) hours when the grader is located more than 40 km of radius from the requested location.
- 1.6. The Contractor is permitted (and preferred by Brun-Way) to store the grader(s) at the Brun-Way’s maintenance facilities (St-Basile, St-Leonard, Perth Andover, Centreville and Meductic).
- 1.7. Bid Price Table, Schedule A, Item # 1 – Grader and qualified Operator;
 - 1.7.1. Hourly rate shall include the Operator’s hourly rate and the grader hourly rate.
 - 1.7.2. Brun-Way will supply the scarifying cutting edges and maintain an inventory at the maintenance facilities.
 - 1.7.3. Minimum billable hours for call-out will be three (3) hours.
 - 1.7.4. If the grader is being driven to the site from the Contractor’s yard or Brun-Way maintenance facility (“the yard”) – billable time will start when the Operator / Grader leaves the yard.
 - 1.7.4.1. Billable time will end when the Operator / Grader is back at “the yard”.
 - 1.7.4.2. If the grader is being floated to the site, billable time will start after the grader is unloaded from the float at the requested area and the billable time will stop when the grader is loaded back on the float at the requested location.
- 1.8. Bid Price Table, Schedule A, Item # 2 - Floating Services;
 - 1.8.1. Float Services Rate shall include the hourly rate of the float and the operator.
 - 1.8.2. Floating Services may be required depending on the location of the work and the yard.
 - 1.8.3. Billable time will start when the float leave the yard
 - 1.8.4. Billable time will stop when the float arrive to the requested location.
 - 1.8.5. Billable time will start again when the float leaves the requested location.
 - 1.8.6. Billable time will stop again when the float arrives back at the yard.
- 1.9. Bid Price table, Schedule A, item # 3 – Retainer;



- 1.9.1 Retainer Lump Sum price is a fixed cost to provide licenses, insurances and availability of the grader. The Retainer Lump Sum price is set at \$3,000 for all Contractors.
- 1.9.2. 50% of the Retainer Lump Sum amount will be paid at the beginning of each winter season. The remaining 50% will be paid at the end of each winter season, subject to performance on response time as describe in Article 1.5.

2.0 GRADER(S) REQUIREMENTS

- 2.1. The grader(s) must be equipped with 360° flashing amber warning lights and proper safety equipment meeting NB Work Area Traffic Control Manual requirements.
- 2.2. Grader tire chains will be required.
- 2.3. A right side wing for benching is preferred.
- 2.4. Grader(s) closest to the Facility will be considered.
- 2.5. Larger motor grader(s) will be considered.
- 2.6. Brun-Way will supply the communication tool to ensure communication between the TMA operator and the grader operator.
- 2.7. Brun-way will provide a buffer vehicle (TMA with truck) and operator to follow the grader.

3.0 DURATION OF CONTRACT

This Work is for three (3) consecutive years (winter 2021/2022, 2022/2023 and 2023/2024)

The hourly rate will be adjusted in fall 2022, fall 2023 and fall 2024 according to the JANUARY NBCPI, published in February of each year.

Base year CPI for January 2021 is 138.2, as found in the following link:

<https://www150.statcan.gc.ca/n1/daily-quotidien/210217/t002a-eng.htm>

4.0 TERMINATION OF CONTRACT

- 4.1 Brun-Way may at any time by giving notice to terminate the contract.
- 4.2 The Contractor shall upon receipt of a notice cease all operations forthwith.
- 4.3 Brun-Way shall pay to the Contractor an amount equal to the value, as agreed upon by the Contractor and Brun-Way, of all work performed by the Contractor as of the date of termination.

5.0 HEALTH & SAFETY PROGRAM

- 5.1 The Contractor shall follow the requirements in Schedule D, “Health and Safety Program”.
- 5.2 The Contractor will be considered a LEVEL 3 Classification as described in Schedule D “Health and Safety Program”.
- 5.3 Specific Safety Requirements



- 5.3.1 All Contractors' employees and sub contractors on site must attend a mandatory training session prior to the start of the work which will take approximately 1 hour. It will be the responsibility of the Contractor to ensure that all employees receive this training from a SNC Lavalin representative.
 - 5.3.2 Minimum PPE requirements are; CSA Hard Hat, high viz safety vest, CSA approved steel toe boots (min 6" height), long sleeve shirts for all personnel onsite, and safety glasses. Gloves shall be carried at all times; no manual handling may take place without use of gloves. Hearing protection shall be carried, and used as required.
 - 5.3.3 All knives used shall be self retracting.
 - 5.3.4 Any lifting over 10 kg per individual requires a risk assessment be complete and no individual shall lift greater than 20 kg.
 - 5.3.5 The successful bidder must complete a Job Safety Analysis for all activities using the SNC-Lavalin form and methodology prior to starting any work.
 - 5.3.6 The successful bidder must use the Step Back Risk Evaluation method while completing the project.
 - 5.3.7 On site personnel need to complete Work Area Traffic Control Manual (WATCM) training (a provincial requirement). The WATCM Awareness Training can be accessed by the following link:
http://www.fbnDataNet.ca/NB_DOT/eLearning_II/registration.php
You will need to provide your name, address and an email address. The WATCM Awareness Training module takes approximately 15 minutes to complete. Upon successful completion of the training a certificate can be printed which will need to be sent to us. It will be the responsibility of the Contractor to ensure all on site staff have completed this training.
 - 5.3.8 The successful bidder must adhere to all requirements outlined in the Health and Safety program, including all post award document submissions
- 5.4 Health and Safety Submittals which **must** be submitted with Bid Proposal:
- 5.4.1 A copy of the Contractor's Occupational Health and Safety Management System.
 - 5.4.2 List of all the specific sections of the Health and Safety Management System that apply to the scope of work.
 - 5.4.3 Completed Health and Safety Pre-Selection form, see Health and Safety Program. This form will be used to evaluate the Contractors safety program.
 - 5.4.4 Details of key personnel and their safety responsibilities and training.
 - 5.4.5 Health and Safety record and industry performance materials.
 - 5.4.5.1 Experience Rating Assessment (ERA) from WorksafeNB for the past three (3) years.
 - 5.4.5.2 Annual safety data as described for the past three (3) years.
 - Total hours worked
 - Number of fatalities
 - Number of lost time incidents
 - Number of days lost
 - Number of modified work incidents
 - Number of medical aids



- Number of high potential incidents where the possibility of fatality or recordable injury could have occurred.
- 5.4.6 Summary of any penalties levied by the Government / Regulator against the Contractor within the past three (3) years.
- 5.4.7 Contractor summary reports of any work place fatality and / or incidents which resulted in significant property and / or environmental damage.
- 5.4.8 Notification of any pending administrative actions against the Contractor by the Regulator.

6.0 PROJECT MANAGER

All inquiries pertaining to the Work specified in this contract shall be referred to:

Craig Gallant, P.Eng

Office: (506) 474-7763
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SCHEDULE D – HEALTH AND SAFETY PROGRAM

August 25, 2021

Schedule D can be found at the following link:

[Schedule D - Health and Safety Program](#)



SCHEDULE F – SUPPLIER COMPLIANCE PACKAGE

August 25, 2021

Schedule F can be found at the following link:

[Schedule F - Supplier Compliance Package \(On-Site Services\)](#)