



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

Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> SOIL REMEDIATION STONY POINT ON	
<b>Solicitation No. - N° de l'invitation</b> EN438-167007/A	<b>Date</b> 2016-11-02
<b>Client Reference No. - N° de référence du client</b> EN438-16-7007	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-519-7041	
<b>File No. - N° de dossier</b> KIN-6-46134 (519)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> at - à <b>02:00 PM</b> on - le <b>2016-11-18</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Choquette, Herb	<b>Buyer Id - Id de l'acheteur</b> kin519
<b>Telephone No. - N° de téléphone</b> (613) 536-4874 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Stony Point First Nations Ontario, Canada NON IJ1	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 INTRODUCTION**

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Aboriginal Participation Component, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the DND 626 Task Authorization Form and the Non-disclosure Agreement.

### **1.2 SUMMARY**

1.2.1 The Department of National Defence requires one Task Authorization Contract (TAC) to perform Work as stated in Annex "A" at Stony Point First Nations, Ontario.

The term of the contract will be from date of award until March 31, 2019.

The Contractor will be responsible for ensuring all personnel, equipment, and technical expertise required to carry out work describes in this TAC and subsequent Task Authorizations (TAs) are available and meet all regulations and standards applicable to the work.

Specific details of the Work will be communicated in subsequent TAs. Activities will be conducted on an "as and when requested" basis, as determined by the DND Project Manager (DND PM).

1.2.2 There are no security requirements associated with this requirement.

1.2.3 Set-aside under the Procurement Strategy for Aboriginal Business (A3002T)

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see Annex 9.4 of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

Further to Article 1802 of the *Agreement on Internal Trade* (AIT), AIT does not apply to this procurement.

1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

**1.2.6** The requirement is subject to a preference for Canadian goods and/or services

1.2.7 Aboriginal population is the primary recipient or end user of the goods or services. The Contractor must provide a minimum of one of the benefits included in the Aboriginal Participation Component listed in Annex "E" of the Contract.

"Aboriginal Population" means

- i. an area, or community in which Aboriginal people make up at least 80 percent of the population;
- ii. a group of people for whom the procurement is aimed in which Aboriginal people make up at least 80 percent of the group

1.2.8 There is a mandatory site visit associated with this requirement consult Part 2 – Bidder Instructions.

### **1.3 DEBRIEFINGS**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**

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

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

The [2003](#) (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

"Subsection 3 of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

#### 3. List of Names

"Subsection 3.a) of Section 01, Integrity Provisions - Bid of Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names ".

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

Delete: 60 days  
Insert: 120 days

### **2.2 SUBMISSION OF BIDS**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

### **2.3 FORMER PUBLIC SERVANT**

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

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## Definitions

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

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

## Former Public Servant in Receipt of a Pension

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

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

name of former public servant;

date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

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### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

### **2.4 ENQUIRIES - BID SOLICITATION**

All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.5 APPLICABLE LAWS**

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

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

### **2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



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## 2.7 MANDATORY SITE VISIT

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Stony Point on **9 November 2016**. The site visit will begin at 2:00 p.m. EDT outside the front entrance. This is an active construction site so hard hats, reflective vests and safety boots must be worn during the site visit. There is a risk of coming in contact with poison ivy during the site visit so non-porous pants or high boots should be worn. At the end of the site visit there will be a decontamination station set up to rinse off any poison ivy from clothing.

Bidders must communicate with the Contracting Authority no later than 3:00 p.m. EDT **on 7 November 2016** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidder's that have not confirmed they will be attending may not be admitted to the site. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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

### **3.1 BID PREPARATION INSTRUCTIONS**

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Financial Bid (1 hard copy)
- Section II: Certifications (1 hard copy)

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

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

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

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

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

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

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

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

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete ANNEX "G" Electronic Payment Instruments, to identify which ones are accepted.

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

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

#### **3.1.3 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

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

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

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

### **4.1 EVALUATION PROCEDURES**

- 4.1.1** Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 4.1.2** An evaluation team composed of representatives of Canada will evaluate the bids.
- 4.1.3** The evaluation team will determine first if there are two (2) or more bids with a valid Canadian content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

### **4.2 FINANCIAL EVALUATION**

#### **4.2.1 Mandatory Financial Criteria**

Bidders must provide pricing for all items in accordance with Annex "B", Basis of Payment or they will be non-compliant and receive no further evaluation consideration.

#### **4.2.2 Evaluation of Price - Canadian / Foreign Bidders**

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

#### **4.2.3 Calculation of Evaluated Price**

Bidder's unit pricing will be multiplied by the corresponding estimated usage to calculate the extended item price. The Evaluated Price will be calculated by adding all extended item pricing for all pricing periods and pricing basis.

### **4.3 Basis of Selection - Mandatory Financial Criteria**

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

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

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

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

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

### **5.1 CERTIFICATIONS REQUIRED WITH THE BID**

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

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

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process

#### **5.1.2 Additional Certifications Required with the Bid**

##### **5.1.2.1 Canadian Content Certification**

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

- ( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

**5.1.2.1.1** SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

### 5.1.2.2 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
  - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
  - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
  - i.  The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**
  - ii.  The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
  - i.  The Aboriginal business has fewer than six full-time employees.  
**OR**
  - ii.  The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

## 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Inteligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website \(http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?ga=1.229006812.1158694905.1413548969#afed\)](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.229006812.1158694905.1413548969#afed).

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

### 5.2.3 Additional Certifications Precedent to Contract Award

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

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

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

#### 5.2.3.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability

#### 5.2.3.3 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

Solicitation No. - N° de l'invitation  
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Client Ref. No. - N° de réf. du client  
EN438-16-7007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-6-46134

Buyer ID - Id de l'acheteur  
KIN519  
CCC No./N° CCC - FMS No./N° VME

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#### 5.2.3.4 Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
(Printed name of owner and/or employee)

\_\_\_\_\_  
(Signature of owner and/or employee)

\_\_\_\_\_  
(Date)

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

*Text in italics will be deleted from the resulting contract.*

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

### **6.1 STATEMENT OF WORK**

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

#### **6.1.2 Task Authorization**

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

##### **Task Authorization Process:**

1. The **Project Administrative Authority** will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" specified in Annex "D".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the **Project Administrative Authority**, within the specified number of calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the **Project Administrative Authority** has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

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

The Project Administrative Authority may authorize individual task authorizations up to a limit of \$100,000.00 Applicable Taxes included, inclusive of any revisions.

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



#### 6.1.2.4 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" for Aboriginal Contractor means 5% of the Maximum Contract Value including HST.

2. Canada will request Work in the amount of the Minimum Contract Value or, at Canada's option, pay the Contractor at the end of the Contract in accordance with paragraph 3, subject to paragraphs 4 or 5. In consideration, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. a) In the event that Canada has not requested Work in the amount of the Minimum Contract Value by the end of Period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested during the Period of the Contract.

b) Should the Contract be terminated for convenience, the difference between the Minimum Contract Value and the total cost of the Work requested during the Period of the Contract will be calculated by dividing the Minimum Contract Value by the number of months in the Period of the Contract, then multiplied by the number of elapsed months, or part thereof, at the time of contract termination.

Example: a one year Period of Contract with a Maximum Contract Value of \$12,000,000, with a Minimum Contract Value of 10 %, and a termination for convenience within 4.5 months of Contract award:

$\$12,000,000 \times 10\% = \$1,200,000$  Minimum Contract Value / 12 months =  $\$100,000 \times 4.5$  months =  $\$450,000$ .

4. In the event of a termination for convenience by Canada, Canada's only obligation to the Contractor will be to pay the greater of the costs under the termination for convenience clause or the amount determined in paragraph 3 b) above.
5. Canada will have no obligation to the Contractor under this clause:
  - i. if Canada terminates the Contract in whole or in part for default; or
  - ii. if Canada has requested work in the amount of the Minimum Contract Value.

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

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

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

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

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

#### **Reporting Requirement- Details**

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

the authorized task number or task revision number(s);

a title or a brief description of each authorized task;

the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;

the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;

the start and completion date for each authorized task; and

the active status of each authorized task, as applicable.

#### **For all authorized tasks:**

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

the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

#### **6.1.2.6 Task Authorization - Department of National Defence**

The administration of the Task Authorization process will be carried out by the DND Project Manager (DND PM named in the Task Authorization). This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

## **6.2 STANDARD CLAUSES AND CONDITIONS**

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

### **6.2.1 General Conditions**

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2035 06 (2013-06-27) Subcontracts

#### **Delete:**

2.b. subcontract any portion of the Work as is customary in the carrying out of similar contracts;

## **6.3 SECURITY REQUIREMENTS**

There are no security requirements applicable to this Contract.

## **6.4 TERM OF CONTRACT**

### **6.4.1 Period of the Contract**

The period of the Contract is from date of award to 31 March 2019 inclusive.

### **6.4.2 Delivery Points**

Delivery of the requirement will be made to Stony Point First Nations, Ontario. All reports must be sent to the Department of National Defence Project Manager.

## **6.5 AUTHORITIES**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Herb Choquette  
Title: Team Leader – Acquisitions  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Ontario Region  
Address: 86 Clarence St, 2nd Floor  
Kingston, Ontario, K7L 1X3  
Telephone: 613-536-4874  
Facsimile: 613-545-8067  
E-mail address: Herb.Choquette@pwgsc-tpsgc.gc.ca

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

### **6.5.2 Department of National Defence Project Manager (DND PM)**

The Department of National Defence Project Manager (DND PM) for the Contract will be specified on each Task Authorization.

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

### 6.5.3 Project Administrative Authority

(Contact information to be provided at contract award.)

The Project Administrative Authority is responsible for issuing and amending all task authorizations valued up to \$100,000.00 including HST.

### 6.5.4 Contractor's Representative (*Bidder to fill in*)

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

## 6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

## 6.7 PAYMENT

### 6.7.1 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

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

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

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

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$282,500.00. Customs duties are included and Applicable Taxes are included.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or

- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **6.7.4 Monthly Payment**

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

#### **6.7.4 Electronic Payment of Invoices** – Contract (*PWGSC will insert instruments indicated by Bidder*)

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

Visa Acquisition Card;

MasterCard Acquisition Card;

Direct Deposit (Domestic and International);

Electronic Data Interchange (EDI);

Wire Transfer (International Only);

#### **6.7.5 T1204 - Direct Request by Customer Department**

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

#### **6.7.6 Time Verification**

SACC Manual clause [C0711C](#) (2008-05-12) Time Verification

### **6.8 INVOICING INSTRUCTIONS**

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

Each invoice must be supported by:

- a. a copy of the invoices, receipts, vouchers for all direct expenses
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - c. one (1) copy must be forwarded to the consignee

### **6.9 CERTIFICATIONS**

#### **6.9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications

are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### **6.9.3 SACC Manual Clause**

SACC Manual clause A3000C (2014-11-27) Aboriginal Business Certification  
SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

### **6.10 APPLICABLE LAWS**

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

### **6.11 PRIORITY OF DOCUMENTS**

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

- (a) the Articles of Agreement;
- (b) [2035](#) (2016-04-04), General Conditions - Higher Complexity - Services,
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, DND 626 Task Authorization Form
- (g) Annex E, Aboriginal Participation Component
- (h) Annex F, Non-disclosure Agreement
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award.*), as clarified on \_\_\_\_\_ " or ", as amended on \_\_\_\_\_ " and *insert date(s) of clarification(s) or amendment(s)*.

### **6.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR)**

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

**OR**

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

### **6.13 INSURANCE REQUIREMENTS**

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

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

Solicitation No. - N° de l'invitation  
EN438-167007/A  
Client Ref. No. - N° de réf. du client  
EN438-16-7007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-6-46134

Buyer ID - Id de l'acheteur  
KIN519  
CCC No./N° CCC - FMS No./N° VME

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

**6.14 SACC MANUAL CLAUSES**

A0285C (2007-05-25) Workers Compensation  
A9062C (2011-05-16) Canadian Forces Site Regulations  
D3010C (2016-01-28) Delivery of Dangerous Goods/Hazardous Products  
D3015C (2014-09-25) Dangerous Goods/Hazardous Products

**6.15 DEFENCE CONTRACT**

A9006C (2012-07-16) Defence Contract

**6.16 NON-DISCLOSURE AGREEMENT**

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex "F", and provide it to the DND Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

## **ANNEX "A", STATEMENT OF WORK**

### **1.0 INTRODUCTION**

- 1.1 Canada is committed to the timely and successful clearance and remediation of the Stony Point land in accordance with the *Ipperwash Final Settlement Agreement between the Kettle and Stony Point First Nation and Her Majesty the Queen in Right of Canada*.
- 1.2 This Statement of Work has been developed on behalf of the Department of National Defence (DND) to solicit professional environmental services from qualified firms or joint venture partners, composed of environmental and engineering specialists with the capability and expertise to complete remedial work at the Built up Area (BUA) located in the southwest corner of Stony Point, Ontario.

### **2.0 SITE INFORMATION**

#### **2.1 BACKGROUND**

- 2.1.1 In 1942, the Crown authorized the appropriation of the Stony Point Indian Reserve pursuant to the *War Measures Act* to establish a military training facility known as Camp Ipperwash. The appropriated lands were used as an infantry and dismounted training centre for the Canadian Army during World War II and continued to be used by DND as a training area until the mid-1990's.
- 2.1.2 From 2004 to 2016, an investigation project was undertaken by DND to fulfill obligations under the *Investigation Agreement*, as amended over time, between the Kettle and Stony Point First Nation (KSPFN) and the Crown. The objective of the investigation agreement was to facilitate Unexploded Explosive Ordnance (UXO), environmental and cultural resource investigations of the Former Camp Ipperwash that would disclose to the parties the necessary information with respect to the site.
- 2.1.3 In 2016, the *Ipperwash Final Settlement Agreement between the Kettle and Stony Point First Nation and Her Majesty the Queen in Right of Canada* was signed. The Final Settlement Agreement sets out mutually acceptable terms for the clearance and remediation of the Stony Point lands, with a view to mitigating risk to human health, safety and the environment.

#### **2.2 LOCATION AND SITE DESCRIPTION**

- 2.2.1 Stony Point is approximately 80 kilometres (km) west of London, Ontario and 19 km south of Grand Bend, Ontario (Figure 1). Ipperwash Provincial Park, established in 1936 and consisting of a land base and a water lot, is located along the shoreline



in the western corner adjacent to the Site. Private permanent and seasonal residences and the small community of Port Franks are situated north and east of the Site, respectively. The majority of the land surrounding the Site is used for agriculture and forestry.

- 2.2.2 Most of the site infrastructure is present in the area referred to as the Built up Area (BUA) in the southwest corner of the site (Figure 2). Buildings in the BUA are typically wood frame “H” hut style barrack blocks built in the late 1940s and 1950s. The buildings were used for accommodation, administration, messing, and maintenance to support camp training operations.
- 2.2.3 Several former small arms ranges and two former grenade ranges are present along the southern boundary of the site. The remainder of the site is mainly a forested former training area giving way to sand dunes on the northern portion of the site. The former training area consists of rocket ranges, mortar ranges, a grenade range, waste sites, cadet camping areas, and two rectangular sewage lagoons.
- 2.2.4 The people of the Aazhoodena Community occupy the former barrack buildings within the BUA.
- 2.2.5 Through its past use as a military training area, the site is known to contain Unexploded Explosive Ordnance (UXO) and other forms of contamination typical of military use. Activities that may have resulted in UXO and environmental impacts include small arms, hand grenade, anti-tank, and mortar ranges; vehicle maintenance and repair; use, storage, and disposal of petroleum products and hazardous chemicals; and waste disposal.
- 2.2.6 The investigation of Former Camp Ipperwash identified 141 significant or potentially significant cultural sites on the property (referred to as Special Areas). The potential for undiscovered archaeological sites is considered high, therefore cultural resource protection measures are necessary during any intrusive work.
- 2.2.7 A total of 15 federal Species at Risk listed on Schedule 1 of the *Species at Risk Act* (SARA) as threatened or endangered have been confirmed to be present at Stony Point. These individuals, their residences and their critical habitat have specific protections under the federal SARA.
- 2.2.8 Appendix C presents a summary of the mitigation measures that must be followed for the remediation work.

## 2.3 AREAS OF ENVIRONMENTAL CONCERN

2.3.1 In 2015, a Phase II Contaminated Sites Investigation was completed by CH2MHILL that investigated 107 Potential Areas of Environmental Concern (PAECs). Investigation activities included the collection of soil, groundwater, sediment, and surface water samples, or a combination thereof, at 382 locations. The following is an overview of the investigation activities completed:

- 127 boreholes (46 in the BUA and 81 in the TA);
- 86 monitoring wells (27 in the BUA and 59 in the TA)
  - 69 monitoring wells installed within the Site for environmental investigation purposes; and
  - 17 monitoring wells (2 individual, 6 double nested, and 1 triple nested) installed at the Site for hydrogeological assessment purposes
- 9 test pits used to investigate the waste sites (PAECs 4030, 4070, and 4180) and 1 other PAEC;
- 121 surface soil samples (49 in the BUA and 72 in the TA);
- 38 sediment samples (all in the TA); and
- 10 surface water samples.

2.3.2 Based on the site-specific stratigraphy information, the three investigated hydrogeological units at the Site were: (1) the surficial unconfined aquifer, composed of surficial fill materials, low-permeable weathered silty clay till, and sand; (2) the unweathered silty clay till aquitard, low-permeability unit underlying the surficial aquifer across the Site; and (3) the shallow bedrock aquifer occurring within the upper layer of fractured bedrock. 83 newly installed wells were instrumented within the surficial aquifer, with 3 monitoring wells located within the shallow bedrock aquifer. The groundwater measurements collected across the Site on July 23 and 29, August 6 and 18, and September 15 and 16, 2014, indicated that the water table was encountered from 0.11 metres below ground surface (mbgs) for the shallow aquifer to 8.32 mbgs<sup>1</sup> for the shallow bedrock aquifer, the average depth to groundwater for the shallow unconfined aquifer was calculated to be 2.60 mbgs, and groundwater generally flowed to the north, towards Lake Huron, in both the surficial and bedrock aquifers.

2.3.3 Groundwater in the BUA and TA was generally found to be exceed federal guidance criteria with metals (predominately uranium and cobalt) in the western portion of the Site. Localized uranium impacts in groundwater were observed at two locations in the western portion in the BUA at locations where former USTs, paint storage, and a former burned down building were present. Metals impacts were observed in groundwater in the northern and southern portion of the TA,

mainly on the western side of the Site at locations associated with waste disposal and stockpiled debris. Based on the data collected, the metals impacts in groundwater were observed in the silty clay and bedrock units. Whether the source of groundwater impacts from uranium (and cobalt, as well) is related to historical Site activities or to naturally occurring levels in groundwater cannot be ascertained with the available analysis.

- 2.3.4 The groundwater quality data was compared to Provincial Site Condition Standards (SCS) for both potable and non-potable groundwater conditions. When compared to only non-potable SCS, there is a 91-percent decrease in the number of exceedances. Compared to potable SCS, there are exceedances at 15 monitoring well locations, where concentrations of up to six analytes (barium, cobalt, molybdenum, sodium, uranium, and vanadium) exceed the criteria. Compared to non-potable SCS, there are exceedances at 2 monitoring well locations (MW523B and MW526C), where concentrations of sodium exceed the criteria.
- 2.3.5 Surface water samples were collected from 11 locations (1 in the BUA and 10 in the TA). Surface water in the BUA and TA was generally found to be impacted with metals, predominately aluminum and phosphorus. A localized pesticide impact (atrazine) was also noted in the southeastern portion of the TA. In general, the locations where metals impacts occurred in the TA are likely the result of storm and groundwater discharge into the lakes and pond that were impacted by historical Site activities, offsite activities located upstream of the Site, or current use of the lakes and pond for fishing and recreation. In the BUA, metals impacts are potentially attributable to the disposal of unknown waste material.
- 2.3.6 A Phase II Environmental Site Assessment (ESA) was conducted by AMECFW in 2016 to delineate environmental impacts at various areas of known contamination on Site, and to investigate other PAECs including, but not limited to, various former training ranges on Site. The following is an overview of the investigation activities completed:
- 163 boreholes;
  - 21 monitoring wells;
  - 16 test pits;
  - 107 surface soil samples;
  - 63 sediment samples; and
  - 61 surface water samples.
- 2.3.7 Conclusions and recommendations from the AMECFW 2016 Phase II ESA related to soil and groundwater at the BUA is as follows:

- Dioxins and furans identified beneath Building 12 were delineated to the south and east; however, additional dioxins were found north of building 12. Additional soil sampling is required north of Building 12 to fully delineate dioxin and furan impacts;
- The extent of PAH and VOC impacts near Building 26 could not be confirmed. Additional impacts were detected in all samples collected. Additional investigation is required to delineate noted impacts. Furthermore, due to the extent of soil impacts identified, Amec Foster Wheeler recommends that groundwater investigations also be completed in the vicinity of the noted impacts;
- No soil impacts were identified in the vicinity of Building 14;
- Previously identified benzene impacts in the vicinity of Building 40 have been fully delineated. No additional investigation near Building 40 is recommended;
- PAH impacts in the vicinity of Building 44 have not been fully delineated. Additional investigation to the west, south, and east are required to complete delineation of these impacts.
- Full delineation of metal or PAH and VOC impacts in the vicinity of Building 45 was achieved. No additional investigation is recommended near Building 45;
- No additional BTEX impacts were discovered near Building 48; however, the western most sample collected for delineation of BTEX contained elevated concentrations of phenanthrene. Additional sampling to delineate phenanthrene concentrations near Building 48 is recommended;
- Impacts in the vicinity of Building 115 have been fully delineated. No additional investigation is recommended;
- No impacts were identified in all soil samples collected in near the catch basin in the vicinity of the former waste storage area (PAEC 4063). No additional investigation is required in this area.

2.3.8 The estimated volume of impacted soil to be excavated in the BUA (Amec 2016) is indicated in Table 1.

**Table 1. BUA Impacted soils (outside of the industrial buildings/scrapyard)**

PAEC	COC	Depth Range (m)	Area Range (m <sup>2</sup> )	Volume Range (m <sup>3</sup> )
BLDG12	Dioxins/Furans	1.2 – 1.5	250 - 1000	300 - 1500
BLDG26	PAH, PHC, VOC	0.5 – 0.8	1000 - 3000	500 - 2400
BLDG40	Benzene	0.5 – 0.8	40- 100	20 - 80
BLDG44	PAH	1.2 – 1.5	500 - 1500	600 - 2250
BLDG45	Metals, PAH,VOC	0.3-0.6	40 -100	12 – 60
		0.5 – 0.8	40 - 100	20 - 80
BLDG48	PAH, VOC	0.5 – 0.8	40 - 500	20 - 400

### 3.0 SCOPE OF WORK

#### 3.1 GENERAL

3.1.1 The objective of this work is to remediate the soil in the BUA with the exception of the scrapyard, garages and workshops. The remedial option selected for the BUA is remedial soil excavation and off-site disposal. The remediation of the BUA will consist of two phases. To meet the objectives of this Statement of Work, the Consultant is to complete the following Phase I work:

- Documentation review;
- Site reconnaissance; and
- Development of a Remedial Work Plan (RWP).

3.1.2 **Phase I is the basis of the current commission**, and deliverables must be completed as a stand-alone product, meeting all current federal and/or provincial guidelines and requirements, and ready to be implemented by any party.

3.1.3 An outline of the expectations of Phase II is provided herein to help the Consultant understand the context for, and guide the completion of, Phase I. Provided that the results of Phase I are acceptable to Public Services and Procurement Canada (PSPC) and DND, Phase II may be granted via a Contract Amendment. No guarantee is given to the Consultant completing Phase I that its successful completion will automatically lead to award of a Contract Amendment to perform Phase II Work.

3.1.4 Phase II will involve the implementation of the RWP, including such items as:

- Development of a site specific health and safety plan;
- Completion of a remedial work program;
- Completion of a draft remedial report for review by KSPFN and DND; and
- Submission of a final remedial report completed to the satisfaction of PSPC and DND.

### **3.2 PHASE I: REMEDIAL WORK PLAN DEVELOPMENT**

#### **3.2.1 DOCUMENTATION REVIEW**

The Consultant is asked to review pertinent documentation related to the site and the project GIS to avoid repetition of previous work and get an understanding of the past and present site issues including potential and existing areas of contamination, know cultural sites and species at risk in the area. When reviewing the data, the Consultant will make consideration to the current regulatory requirements in addition to historical requirements, which may have changed. Pertinent documents include:

- Amec Foster Wheeler Environment and Infrastructure. 2016. Phase II Environmental Site Assessment, Former Camp Ipperwash, Lambton Shores Ontario. 2141 pages.
- CH2MHill. 2015. Phase II Contaminated Sites Investigation. Unexploded Explosive Ordnance (UXO), Environmental and Cultural Resource Investigation within Former Camp Ipperwash, Ipperwash Ontario. 3704 pages.
- Department of National Defence. 2016. Environmental Effects Determination, Clearance and Remediation of Stony Point (Former Camp Ipperwash), Phase I. 68 pages.
- Department of National Defence. 2016. Project Executive Summary Former Camp Ipperwash Investigation Project, Stony Point, ON. Version 3.1. 41 pages.
- Kettle and Stony Point First Nation. 2016. A Cultural Resource Protocol for the Clearance and Remediation Activities within Stony Point Lands. 18 pages.

3.2.1.1 Copies of previous studies and the project GIS will be made available to the Consultant upon offering of the commission to complete Phase I, in order for the Consultant to determine the anticipated effort to review these documents and complete a site reconnaissance (and hence develop a fee proposal for Phase I). A literature review of these documents is part of the SOW, and will be completed as part of Phase I after award of the contract to be incorporated into the remedial work plan.

3.2.1.2 Copies of the Cultural Resource Protocol and Environmental Effects Determination can be found in Appendices B and C, respectively.

### 3.2.2 SITE RECONNAISSANCE

3.2.2.1 The Consultant is to conduct a site reconnaissance to note any changes since the time of the earlier reports, identify anomalies, gather additional information, identify possible health and safety hazards, identify discrepancies in drawings (e.g. new structures) or visible surface contamination (e.g. areas with dead vegetation), all to help develop the RWP and the costs associated with Phase II of the work.

### 3.2.3 DEVELOPMENT OF A REMEDIAL WORK PLAN (RWP)

3.2.3.1 Based on the review of historical documentation and information gathered from the site reconnaissance, the Consultant is to design a RWP towards removing contaminated areas identified by previous site investigations in the BUA, consistent with the objectives outlined in Section 3.0 and the requirements listed in Section 4.3. The RWP is to address all:

- Summary of previous investigations as per SOW Section 3.2.1;
- Required remedial components (e.g. contaminated soil locations, quantities/volumes, soil disposal options along with groundwater treatment if required);
- Environmental monitoring and mitigation requirements;
- Cultural and biological requirements in accordance with the Cultural Protocol (Appendix B) and the Environmental Effects Determination (Appendix C);
- Backfilling requirements;
- Analytical requirements (e.g. confirmatory sampling requirements);
- Data analysis and reporting requirements; and
- A proposed schedule for all Phase II activities and milestones.
- DND. 2016. Environmental Effects Determination, Project: Clearance and Remediation of Stony Point (Former Camp Ipperwash), Phase I. 68pages

3.2.3.2 Following completion of the RWP, an itemized fee proposal (per major task), and cost estimate (for disbursements, subcontractors, etc.) to complete the site-specific health and safety plan (see Section 4.3.1), remedial activities, cultural and biological requirements, analytical work and reports (both draft and final), are to be submitted under separate cover. The fee proposal cost estimate and schedule are part of Phase I. The fee proposal must not exceed the hourly and unit prices in the Basis of Payment Annex "B".

### **3.3 PHASE II: IMPLEMENTATION OF THE REMEDIAL WORK PLAN**

3.3.1.1 The Consultant will coordinate the implementation of the RWP to fulfill the requirements and objectives of this project, as outlined in section 3.0. Specific requirements pertaining to the RWP and its implementation are outlined below.

#### **3.3.2 HEALTH AND SAFETY PLAN DEVELOPMENT**

3.3.2.1 The Consultant will establish a Site-Specific Health and Safety Plan for the project. This Plan will outline potential hazard incidents, the Codes/Statutes to be met, rules of behaviour, protective equipment and clothing to be provided, responsible individuals, and all matters related to safety. A formal document shall be submitted for PSPC acknowledgement prior to the start of field work.

#### **3.3.3 REMEDIAL ACTIVITIES**

3.3.3.1 Excavation and disposal of contaminated soil/media at a licensed facility has been selected as the preferred remedial strategy.

3.3.3.2 Where dewatering of the excavation is necessary, the extracted water is to be treated so it can meet the necessary federal, provincial or local municipal surface water discharge regulations and guidelines.

3.3.3.3 Back-filling of the remedial excavation is to be done with compliant material. Imported backfill from external sources must meet CCME criteria for residential land use conditions. Back-filled material is to be compacted according to provisions in Ontario Provincial Standard Specification 501 (November, 2005). Ground surface is to be graded and re-vegetated to its native state, consistent with the surrounding land use.

#### **3.3.4 SAMPLING, ANALYSIS AND DATA COMPILATION**

The Consultant shall perform the following minimum requirements:

3.3.4.1 Keep detailed records of the sample collection process, the total number and type of samples collected, and which samples were subsequently submitted for analysis. This data is to be summarized in the Consultant's report;

3.3.4.2 Establish appropriate Quality Assurance/Quality Control procedures for sampling to ensure accuracy and precision of results. The report is to address QA and QC methodology and findings, and identify whether QA and QC results (external lab checks such as field duplicates, trip blanks, field blanks, etc, as well as internal lab checks such as analytical duplicates,



reference materials, analytical blanks, spiked standards, surrogate recoveries, etc) are acceptable or within the laboratory's specified percent recovery. At a minimum, 1 in 10 samples must be a field duplicate, 1 in 20 samples must be an equipment blank, and 1 in 20 samples must be field blank.

- 3.3.4.3 All analytical laboratories used must have a current Certificate of Accreditation as defined by the Canadian Association for Laboratory Accreditation Inc. or current Certificate of Accreditation according to ISO Standard 17025 (General Requirements for the Competence of Testing and Calibration Laboratories) under the authority of the Standards Council of Canada for any of the analyses in any of the matrices required for this commission. The firm must maintain the required certification(s) for the full duration of the commission. Sample analyses must follow appropriate standard analytical practices; and
- 3.3.3.4 The Consultant must ensure the laboratory detection limits are less than the guideline(s) being used (refer to the bullets below for previously employed guidelines). Samples must be analyzed with the minimum detection limits equal to or below the most stringent of all the applicable criteria (for each media / parameter suite) that is to be used for the project. DND will not reimburse the Consultant for laboratory costs and associated sample reacquisition if needed, where the Consultant has failed to request the correct minimum detection limits from the laboratory.

#### **4.0 CULTURAL AND BIOLOGICAL REQUIREMENTS**

- 4.1 The first day of field work (excluding biological and cultural inspections) will be identified 2 weeks in advance of starting work, and a 2-hour period will be set aside prior to work starting on the first day for the crew to participate in ceremonies led by the Kettle and Stony Point First Nation (KSPFN) to show care and respect for the land.
- 4.2 All work must follow the KSPFN cultural protocols developed for the remediation and clearance work at the site (Appendix b).
- 4.3 Before working on-site all field staff involved in intrusive work and all cultural staff must complete cultural awareness training in accordance with the cultural protocol (Appendix b). A training session will be held at kettle point, on for staff requiring the training. The time required for this training will be chargeable to the contract.
- 4.4 The consultant must provide an orientation session to the field staff led by the archaeologist and biologist on the cultural protocol and environmental effects determination mitigation measures during mobilization.

- 4.5 The archaeological field lead must be present on-site during the execution of cultural investigation work, when identification/handling of movable cultural resources is needed, and for monitoring work in special areas.
- 4.6 Identification of which moveable cultural items should be retained and transferred to the repository must occur on the stony point site.
- 4.7 No items are to leave the property for this analysis to another location. Moveable cultural items that were recovered from an undisturbed context should be retained as an artifact.
- 4.8 Movable cultural items that were recovered from a disturbed context should be considered for discard if they are not culturally or temporally diagnostic. If an artifact was found in a disturbed context, but is datable (e.g. exhibits a maker's mark) or culturally diagnostic (e.g. pre-contact Aboriginal) then it would be retained as it provides potentially useful information.
- 4.9 Artifacts such as unidentifiable glass fragments, unidentifiable metal fragments, nails, screws, etc. would be discarded if they came from a disturbed context.
- 4.10 Any moveable cultural items that are determined to be related to former First Nation homesteads, will be segregated, secured and stored onsite in clearly labelled bins that are segregated based on the geographic location of the recovery. This work will be done in consultation with KSPFN Special Advisors to ensure that the screening of these artifacts is acceptable to the KSPFN. In the future, the descendants of the homesteads will be offered the opportunity to review and recover family heirlooms. DND will evaluate at a later time (after this contract is completed), in collaboration with the KSPFN, if these items should be transferred to the repository or maintained on the site.
- 4.11 The Biological Field Lead must be present on-site to conduct biological surveys prior to starting field work in accordance with the Environmental Effects Determination (Appendix C) and to lead mitigation efforts or conduct follow up inspections while working in critical habitat or areas with protected species at risk that may be affected.
- 4.12 All work must follow the Environmental Effects Determination mitigation measures developed for the remediation and clearance work in 2016 at the site (Appendix C).
- 4.13 The Environmental Field Lead will be responsible for the protection of cultural resources on the site and that cultural and environmental mitigation measures listed in Table 8 of the Environmental Effects Determination are being met. The Environmental Field Lead shall use archaeologists and biologists and necessary field staff to support this role.

## **5.0 DATA ANALYSIS AND REPORTING**

- 5.1 Based on the results of the remedial program, the Consultant is to:
- 5.2 Submit analytical data generated from this work program electronically, ensuring that the laboratory has analytical data available.
- 5.3 The Consultant shall complete a report detailing all remedial activities conducted at the Site, including items completed by the Consultant, and shall identify final site conditions, volume and type(s) of debris removed from the site, and location of disposal/treatment of each type of debris. Provide scaled drawings indicating limits of soil removal and any relevant sample locations. Appendixes shall, at a minimum, include: daily field reports and site photographs taken during various stages of the work; laboratory certificates; monitoring program (if required) and disposal slips. The report shall also contain an archaeological investigation Appendix and biological Appendix.
- 5.4 The archaeological Appendix shall present, at a minimum, the results of the archaeological monitoring and any investigation on the site, an artifact catalogue, and a revised list and map of known cultural sites, new sites, and updated information related to known sites.
- 5.5 The biological Appendix shall present, at a minimum, the biological surveys and mitigation measures applied during the remedial program.
- 5.6 The draft report is to be submitted within 40 calendar days following the Contractor's completion of work at the site.
- 5.7 Submit draft environmental, biological, and cultural geodatabases in accordance with DCLSPD's Layer and Attribute Standards (Appendix D). The draft GIS deliverable is to be submitted at the same time as the draft report.

## **6.0 RESPONSIBILITY AND GENERAL REQUIREMENTS**

- 6.1 Approach: The remedial soil excavation and off-site disposal will meet the objectives outlined in section 3.0 by taking a logical, structured and cost effective approach. Each contaminated area at the BUA is unique and may not be fully delineated. As a result, the approach taken must remain flexible, both technically and logistically.
- 6.2 The Consultant is responsible for providing the labour and resources to fulfill the terms of the SOW to a satisfactory level of performance. This would include the necessary qualified personnel, management, supervision, laboratory facilities,

materials, tools, equipment, office space, reference documents and data-processing supplies, computers and other incidentals.

- 6.3 Regulations: The Consultant will carry out the work in accordance with the most recent versions of municipal, provincial and federal requirements including directives, acts, regulations and guidelines relevant to this project. In the event of a conflict between acts and regulations, the more stringent one is to be observed.
- 6.4 Notifications/Permits: The Consultant is responsible for making the necessary arrangements for notifications and permits as required prior to site activities to fulfill the terms of this SOW including underground services locates. Unless authorized by the DND Project Manager, all existing utility services will be maintained in operating condition during the project work. If services are encountered during the investigation work, the details of the location and use are to be documented for DND reference.
- 6.5 Emergency Notification: If the Consultant discovers conditions that pose an immediate significant threat to human health or the environment, the Consultant is to notify the DND Project Manager immediately.
- 6.6 Working Hours: Unless advised otherwise, the work performed at the Site by the Consultant is to be carried out during normal working hours from 8:00 a.m. to 4:00 p.m. Monday to Friday (unless approved by the DND Project Manager) and will be carried out with least possible interference or disturbance to Site occupants.
- 6.7 Quality Assurance and Quality Control: The Consultant is expected to demonstrate that adequate measures will be and have been taken to ensure good quality assurance and quality control (QA/QC) procedures for all aspects of the project. The Consultant will use proven protocols with good historical performance records for the implementation of QA/QC procedures. This is to be documented in the Consultant's work plan and reports.
- 6.8 Clean Up: Upon completion of the work, the site is to be left clean with all waste materials, equipment and supplies removed. The Consultant is to restore the site to a level consistent with the surrounding environment.
- 6.9 The Consultant will assume responsibility for any accident or damage caused by its employees or equipment to DND property or personnel.
- 6.10 The Consultant will assume responsibility for the security of its equipment and materials during and after working hours. DND or PSPC will not be liable for any vandalism, theft or loss.

- 6.11 PSPC or DND assumes no responsibility whatsoever for any occurrence that takes place outside the confines of the work area.
- 6.12 Communication: All information requests from external parties will be referred to the DND Project Manager (via PSPC).
- 6.13 Progress Payments: The Consultant shall be responsible for ensuring progress payments are sent to PSPC at a monthly or other agreed upon interval. A properly submitted invoice shall be submitted in an agreed upon format with sufficient detail and information to permit verification.

## **7.0 HEALTH AND SAFETY**

- 7.1 The Consultant must establish and submit a Site-Specific Health and Safety Plan for the project. This Plan will outline potential hazard incidents, the Codes/Statutes to be met, rules of behaviour, protective equipment and clothing to be provided, responsible individuals, and all related matters. The plan is to be completed and submitted one week after award for acknowledgement by the Project Authority. A formal document must be established and maintained at the work site.
- 7.2 The Consultant must be responsible for ensuring that all employees, contractors and others in the vicinity of the fieldwork are aware of the work and any associated hazards, ensuring the health and safety of all personnel at the sites.
- 7.3 The Consultant will follow all applicable health and safety policies and procedures of the site owner (DND). The consultant is responsible for obtaining these policies as appropriate.
- 7.4 The Consultant is obliged to comply with applicable statutory requirements and industry standards.
- 7.5 The Consultant is to be aware of, and accepts, the appropriate health and safety jurisdiction.
- 7.6 The Consultant must comply with all applicable workers' compensation legislation.
- 7.7 PSPC reserves the right to stop work on the contract if, in the opinion of the DND or PSPC, the work is not being performed safely by the Consultant, or the work is being performed in a manner that is contrary to the requirements of applicable safety legislation.
- 7.8 The Consultant must confirm that an established and current safety program is in

force for all employees under the contract.

## 8.0 MEETINGS AND DELIVERABLES

8.1 A summary of the timeframes for deliverables required for this commission is provided in Table 2.

8.2 The RWP is to be completed as outlined in section 4.2.3.

8.3 The Site Specific Health and Safety Plan addressing the implementation of Phase II, is to be completed in accordance with the requirements as outlined in Section 4.3.1 as a minimum.

8.4 Project Meetings: After the contract is awarded, the following teleconferences will be held between PSPC, DND and the Consultant:

- a) pre-commencement meeting to formalize the terms of the contract and discuss access to the site and documents;
- b) upon completion of field work and prior to preparation of the draft report; and
- c) following DND review of the draft report.

For all meetings, the Consultant is to prepare and distribute minutes. Provisions for these meetings should be accounted for in the fee proposal for this project.

8.5 UXO Safety Briefing: Through its past use as a military training area, Stony Point is known to contain UXO. The Consultant must attend a 1-hour safety briefing delivered by DND prior to work commencing.

8.6 Progress Reporting: The Consultant is responsible for submitting progress reports every two weeks or after significant milestones. The report will be brief and include the following:

- a) a statement to indicate if the project is on schedule compared to the original timetable as originally proposed, and an explanation of any variations;
- b) a summary of work completed since the last report, and planned activities for the next two weeks;
- c) any concerns which require input or assistance from the DND Project Manager; and
- d) significant findings, if any.

8.7 All electronic deliverables are to be submitted in the native file formats, as well as a complete compiled version in PDF. Drawings are acceptable in a minimum Auto-Cad 14.

8.8 All hardcopy deliverables, including minutes, reports, work plans, notes and supplements, are to be assembled for ease of handling in a series of individual volumes as indicated in the SOW, printed on both sides of 8.5" x 11" paper (excluding drawings), single spaced and bound. Covers are to show the project title, type of report, location, PSPC contract number and date. Draft and Final Reports are to be annotated as such on every page.

8.9 Draft reports will be prepared and submitted with the same content and quality standards as if they were final reports. If a draft report is submitted that is judged by PSPC or DND not to meet the requirements set within this SOW, PSPC or DND reserves the right to request an appropriately revised draft report from the Consultants at no cost to DND.

8.10 The draft and final report must meet the approval of PSPC and DND.

8.11 Any other information necessary for the Consultant to meet the obligations of this SOW shall be included in the sections of the report or included as an Appendix.

8.12 Distribution of draft and final deliverables will include:

- PSPC Contract Manager
- DND Project Manager (x3)

**Table 2: Timelines for Deliverables Summary**

<b>Deliverable</b>	<b>Section Reference</b>	<b>Timeline</b>	<b>Format &amp; Quantity</b>
Remedial Work Plan (RWP) - draft	4.2	Within twenty five (25) calendar days after contract award for Phase 1 activities.	Electronic
Remedial Work Plan (RWP) - Final	4.2	Within twenty five (5) calendar days after contract award for Phase 1 activities.	Hardcopy – 4 Electronic – 4
RWP Implementation Cost Estimate	4.2	Within Three (3) calendar days after DND acceptance of RWP.	Electronic
Meeting Minutes	7.4	Within three (3) calendar days after each meeting.	Electronic
Progress Reports	7.5	Every fourteen (14) calendar days after award of the contract.	Electronic
Health and Safety Plan	4.3.1	Within seven (7) calendar days following authorization to commence Phase 2 activities, and prior to site mobilization.	Electronic
Draft Remedial Report	4.3.5, Appendix A	Within forty (40) calendar days following the completion of field work (and prior to March 5, 2017)	Hardcopy – 4 Electronic – 4
Draft GIS Deliverable		At the same time as the Draft Remedial Report.	Electronic - 2
Final Remedial Report	4.3.5 Appendix A	Within ten (10) calendar days following receipt of DND review of the draft report (and no later than March 28, 2017)	Hardcopy – 4 Electronic – 4
Final GIS Deliverable		Within ten (10) calendar days following receipt of DND review of the draft deliverable (and no later than March 28, 2017)	Electronic - 2



## 9.0 REFERENCES

The following is not an all-inclusive list; therefore, ensure that all applicable references are used. Should more current versions become available during the life of the contract; they shall take precedence and be referred to in subsequent work/reports. With the exception of previous assessments completed for the site listed herein, copies of other references will not be made available by PSPC.

### 9.1 FEDERAL AND PROVINCIAL REGULATIONS, ACTS AND GUIDELINES

- 9.1.1 CCME (2010). Guidance document on federal Interim Groundwater Quality Guidelines for federal Contaminated Sites.
- 9.1.2 CCME (2001). Canada-wide Standards for Petroleum Hydrocarbons (PHC) in Soil.
- 9.1.3 CCME (2000). Reference Method for the Canada Wide Standard for Petroleum Hydrocarbons in Soil - Tier 1 Method.
- 9.1.4 CCME (1999 - as updated from time to time). Canadian Environmental Quality Guidelines.
- 9.1.5 CCME (1997). Guidance Document on the Management of Contaminated Sites in Canada, Section 5.4.
- 9.1.6 CCME (1996). A Protocol for the Derivation of Environmental and Human Health Soil Quality Guidelines.
- 9.1.7 CCME (1996). Guidance Manual for Developing Site-Specific Soil Quality Remediation Objectives for Contaminated Sites in Canada.
- 9.1.8 CCME (1993). Guidance Manual on Sampling, Analysis, and Data Management for Contaminated Sites - Volume I: Main Report.
- 9.1.9 CCME (1993). Guidance Manual on Sampling, Analysis, and Data Management for Contaminated Sites, Volume II: Analytical Method Summaries.
- 9.1.10 Government of Ontario (2004). Ontario Regulation 153/04 – Records for Site Condition.
- 9.1.11 Government of Ontario (April 15, 2011). The Soil, Ground Water and Sediment Standards for Use Under Part XV.I of the Environmental Protection Act;

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EN438-16-7007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-6-46134

Buyer ID - Id de l'acheteur  
KIN519  
CCC No./N° CCC - FMS No./N° VME

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9.1.12 National Research Council, 2015, Preliminary Soil, Groundwater (GW) and Surface Water (SW) Guidelines for the Protection of Environmental and Human Health at Military Training Sites – Energetics Materials (NRC, 2015).

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## **FIGURE 1: SITE MAP**

Available by request at the site visit, as an electronic file on compact disk.

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## **FIGURE 2: BUILT-UP AREA**

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### **FIGURE 3: SPECIAL AREAS WITH CULTURAL BUFFERS IN THE BUA**

Available by request at the site visit, as an electronic file on compact disk.

## **APPENDIX A: RECOMMENDED FORMAT FOR THE REMEDIAL REPORT**

The recommended report structure is as follows:

### ***Executive Summary***

### ***Table of Contents***

### ***Introduction***

- Project Definition;
- Project Objectives; and
- Report Organization.

### ***Site Description***

- Site Location;
- Current Land Use;
- Potential Receptors; and
- Summary of Previous Investigations;

### ***Methodology***

- Summary of remedial activities and sampling procedures;
- QA/QC Plan; and
- Reference to applicable environmental guidelines and regulations.

### ***Results***

- Findings of Previous Investigations;
- Summary of volume of contamination removed

### ***Discussion***

- Areas of Remediation; and
- Extent of Contamination.

### ***Conclusions & Recommendations***

### ***Qualifications of Assessor***

### ***References***

### ***Appendices*** (including at a minimum):

- Figures/Maps/Drawings;
- Analytical Results (tabular compilation);
- Photo Record; and
- Laboratory Certificates of Analysis.
- Waste disposal tickets
- Archaeological Report
- Biological Report

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KIN519  
CCC No./N° CCC - FMS No./N° VME

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**APPENDIX B: CULTURAL RESOURCE PROTOCOL**

***A Cultural Resource Protocol for the  
Clearance and Remediation Activities within  
Stoney Point Lands***

Prepared by

The Chippewas of Kettle and Stony Point



March 28, 2016

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## Cultural Resource Protocol for Clearance and Remediation Activities within the Stoney Point Lands

### 1.0 Introduction and Purpose

This document constitutes the Cultural Protocol developed by the Chippewas of Kettle and Stony Point to be used in the UXO Clearance and Remediation of Former Camp Ipperwash (FCI). The Cultural Protocol establishes procedures to be followed by a Consultant during planned Environmental, Unexploded Ordnance, and Cultural Activities within former Camp Ipperwash. Background research has confirmed the existence of many areas of cultural heritage across the lands and a high potential for the discovery of additional culturally significant areas during planned activities.

The Cultural Protocol specifies procedures to be followed by the Consultant in the event of the discovery of cultural resource sites, cemeteries/human burial sites, isolated discoveries of human remains, heritage structures of Aboriginal origin, culturally significant plants, and sacred cultural sites or objects, as per the Statement of Work for the Ipperwash Clearance and Remediation (SOW).

In addition, the Cultural Protocol specifies procedures to be followed for the cleaning, cataloguing, storage and curation of moveable cultural resources (artifacts) recovered during the clearance and remediation activities.

The protocol also specifies procedures for notification of the Kettle and Stony Point First Nation in the event of the discovery of cultural resources, sacred sites and/or human remains or burials, and a consultation process involving the Consultant, the DND Project Manager (PM) and the First Nation Project Administrator (PA) concerning preservation and storage of moveable cultural resources.

### 2.0 Definitions

In the context of this document, the following definitions apply.

**“Authorized Persons”** means, for the purpose of access to the area where clearance and remediation activities are occurring, a) the Project Manager (or his/her designate), b) the Chief of the First Nation or his/her designate, c) the Consultant and its employees or subcontractors, d) the Project Administrator (or his/her designate), e) the First Nation’s Special Advisors and substitutes, f) any other members of the First Nation or other person whose presence or participation is requested by both the Project Manager and the Project Administrator, and g) Canada’s Special Advisors.

**“Clearance and Remediation Activities”** – as outlined in the Final Settlement Agreement this means any activities identified in the Clearance and Remediation Plan



as UXO Clearance Activities, Environmental Remediation Activities or Radiological Remediation Activities, or any combination of those activities, on any area of the Settlement Lands.

**“Consultant”** means the individuals, partnerships, associations, joint venturers, sub-contractors or corporations, and their employees, as the case may be, who enter into a contractual agreement with Canada to conduct the Clearance and Remediation Activities of Camp Ipperwash in accordance with the SOW.

**“Cultural Resource Investigation”** - means the cultural resource investigation carried out by the Independent Contractor as contemplated under the Investigation Agreement.

**“Cultural Resources”** means human works or places that give evidence of human activity or have spiritual or cultural meaning and which have been determined to have historic value.

**“Cultural Resource Site”** means a site where Cultural Resources are found, the physical remains of any past human use of a locale.

**“Cultural Protocol”** means this document.

**“Culturally Significant Plants”** means plants used by an Aboriginal group for medicinal or spiritual purposes.

**“Environmental Investigation”** - means the environmental and radiological investigation carried out by the Independent Contractor as contemplated under the Investigation Agreement.

**“First Nation”** means the Chippewas of Kettle and Stony Point, a “band” as defined in the Indian Act, and members of the band.

**“First Nation’s Special Advisor” (“FNSA”)** refers to the UXO, Environmental and Cultural Resource advisors and their substitutes appointed by the First Nation to provide expert advice.

**“Former Camp Ipperwash” and/or “Stoney Point Lands”** means the lands and waters of Stoney Point Lands, defined as Part 1 on Plan 25R-3072, Municipality of Lambton Shores, County of Lambton.

**“Heritage Values Map” (HVM)** means a map showing areas of cultural significance to the First Nation.

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**“Heritage Structure of Aboriginal Origin”** means any structure, or the standing remains of a structure, erected and used by an Aboriginal person or group prior to 1942, and any traditional structure (e.g. a sweat lodge, a Midewewin lodge) erected and used by an Aboriginal person or group.

**“Stoney Point Lands”** and/or **“Former Camp Ipperwash”** means the lands and waters of Stoney Point Lands, defined as Part 1 on Plan 25R-3072, Municipality of Lambton Shores, County of Lambton.

**“Moveable Cultural Resources”** means moveable objects or assemblages of objects and their associated records that are of cultural and scientific value for their archaeological, ethnological or aesthetic significance.

**“Project Authority”** means Department of National Defense.

**“Sacred Objects”** means moveable cultural resources determined to have special importance to an Aboriginal group for medicinal, spiritual or ceremonial purposes.

**“Sacred Places”** means locations that are deemed to have special importance to an Aboriginal group by virtue of their spiritual or ceremonial use.

**“Special Area”** - means any area on Settlement Lands determined in accordance with Section 15.07 of the Final Settlement Agreement. These areas include burial grounds and Areas of First Nation Cultural Interest.

**“Statement of Work” (“SOW”)** means the detailed description of the clearance and remediation activities of the Stoney Point Lands to be carried out by a Consultant.

**“Unexploded Ordnance” (“UXO”)** means all munitions, dumps and deposits of explosives, biological, chemical, radiological or other harmful weapons, agents and substances, explosive in nature whether exploded or unexploded present in the Stoney Point Lands.

**“UXO Investigation”** - means the UXO investigation carried out by the independent contractor as contemplated under the Investigation Agreement and to be carried out by the Consultant pursuant to the Statement of Work.

### **3.0 Cultural Resources - General Principles**

As a result of their long history and traditional use of the land, the First Nation has strong ties to the Former Camp Ipperwash/Stoney Point lands and places a high value on the natural and cultural resources that remain on the lands. It is possible that the planned UXO activities may result in the potential disturbance or discovery of additional cultural sites, sacred areas, human burials, etc.

3.1 Prior to the commencement of any clearance and remediation activities, the First Nation requires sufficient notice so they may conduct necessary ceremonies ahead of any work.

3.2 All personnel involved in activities that may cause disturbance to the soil, including the use of heavy machinery, must attend the two-day Cultural Awareness Training Program presented by the First Nation. This program is mandatory for all personnel on the Cultural team regardless of the time they are on site.

3.3 For Cultural/Archaeological work conducted by the Consultant, Authorized Persons may, subject to site entry and safety provisions, attend any such site in the Stoney Point Lands to observe the work of the Consultant.

3.4 Prior to mobilization and on a daily basis, the Consultant's Cultural Field Lead shall assess and notify field teams on any Special Areas within and adjacent to work areas. This will include reviewing the significance of all cultural resources previously identified and following procedures established in the SOW and its Appendices. All Aboriginal sites, spanning the pre-contact period, the historic Reserve Period, and continuing up to the 1942 appropriation, are of interest to the First Nation.

3.5 In areas of high potential for the presence of cultural/archaeological items/sites, work shall be conducted utilizing the least intrusive methods available. If the work includes both areas of high and low potential, the Consultant's Cultural Team Lead will be required to outline this and an appropriate work plan devised prior to the start of work in order to protect or monitor potential.

3.6 Occasionally, new cultural heritage information is presented by the First Nation community. This information is to be recorded and prompt notification shall be made DND who in turn will notify the First Nation. It may be necessary to add new culturally important sites to the existing site mapping and this will be coordinated with the CKSPFN Cultural Special Advisor

3.7 All archaeological work will adhere to the requirements within this Cultural Protocol, the guidelines and requirements outlined in the Statement of Work and its Appendices. Work will also be guided by the Standards and Guidelines for Consultant Archaeologists of the Ontario Ministry of Tourism, Culture and Sport.

3.8 Cultural resources are not to be deliberately disturbed, except in cases where UXO personnel must undertake ground disturbance to ascertain whether UXO is present before cultural work begins, or in cases where Environmental personnel must conduct intrusive activities prior to cultural activities for safety reasons. In all other situations, employees and sub-contractors of the Consultant, with the exception of the Consultant's Cultural personnel, shall not pick up, disturb, collect or remove any moveable cultural resource (artifacts) found in the course of the work. If a sacred item is noted and needs to be removed and once it is safe to do so, the preferred manner

is for the First Nation's Cultural Special Advisor to temporarily move the item under direction from Elders.

3.9 Prompt notification of the First Nation concerning the discovery of cultural resources is essential. When cultural resources (other than human burials) are found, the Consultant shall follow procedures specified in Section 5.1.3 below. Discoveries of human burials must be immediately reported to the Police and the Project Manager, who in turn will inform the First Nation as detailed in Section 6.4 below.

3.10 The First Nation reserves the right to conduct field visits of any or all cultural resources found during the clearance and remediation activities. Such field visits may be undertaken by the First Nation's Authorized Persons.

3.11 When cultural resources are discovered, avoidance shall be the preferred mitigative option, with the exception of artifacts collected by the Consultant's Cultural personnel in the course of the Cultural activities. It will be part of the Cultural Field Lead to be able to assess which items are important to collect and which are unnecessary or may be left in the field. This assessment will be based on requirements set out in this protocol and supplemented by the Standards and Guidelines for Consultant Archaeologists. Wherever possible, impacts to cultural resources shall be mitigated, if avoidance cannot be achieved.

3.12 The extent of any required mitigative activities shall be limited to areas that will be impacted (or have been impacted) by the UXO and Environmental clearance and remediation work or related activities (i.e. construction of access roads).

3.13 In cases where work must be conducted without the presence of the Consultant's Cultural Team, for safety reasons and where cultural resources are found, the procedure will be to flag each cultural item, assign it a control number, take GPS coordinates and digital photographs, and where possible, leave the cultural item in situ for identification by the Consultant's Cultural Personnel. Each find shall be reported as it is made in order for a determination to be made as to the sacredness of the item. If it is determined that the cultural item is not sacred, it may be bagged and labelled moved to the secure on-site artifact storage area. If the item is sacred, it may only be handled and moved by the First Nation's Cultural Special Advisor. Once it is deemed safe, and through Elder consultation, the sacred item may be returned to its original location. This will be on a case by case basis.

## **4.0 Procedures for Cultural Field Activities**

### **4.1 General**

4.1.1 No archaeological investigation or intrusive archaeological testing (i.e. test pitting) shall take place without prior UXO clearance.

4.1.2 As per the SOW, the Consultant shall assess the significance of all cultural resources identified during clearance and remediation activities in terms of precontact and historic settlement, Aboriginal occupancy, Aboriginal cultural values and their connection to traditional environmental knowledge of the Stoney Point Lands, and each site's significance to local history.

4.1.3 Any non-intrusive work (vegetation removal) is still subject to cultural verification. The Consultant's archaeologist will be aware of planned equipment to be used, if the work area holds cultural potential and must also be aware of current ground conditions (thawed, frozen, wet, etc.). Work planned needs to be done in the least intrusive manner possible.

4.1.4 Employees and sub-contractors of the Consultant, with the exception of the Consultant's Cultural personnel, shall not pick up, disturb, collect or remove any moveable cultural resource (artifacts) found in the course of the work, except as per the SOW and this Protocol. It is understood that non-munitions debris (NMD) certification (Level 1) during UXO clearance will necessitate UXO personnel documenting (with GPS coordinates) and collecting range scrap prior to transport from the work area. Individual pieces of NMD that may be considered culturally significant will be bagged and tagged separately to maintain locational information for subsequent screening by the Consultant's archaeologist.

4.1.5 When cultural resources, other than human burials, are found by the Consultant, the Project Manager must be notified by email within 24 hours using the Cultural Reporting Form in Appendix A (an electronic version of the form will be made available). The Project Manager will promptly forward the Cultural Resource Reporting Form by email to the First Nation Project Administrator.

4.1.6 First Nation's Authorized Persons will adhere to all protocols and procedures established by the Project Manager and the Consultant while in the Stoney Point Lands.

4.1.7 Any archaeological excavations including test pits shall be backfilled.

4.1.8 Buffer zones will be placed around areas of concern, potential homesteads, cemeteries, and known cultural/archaeological sites. The use of buffer zones is to ensure that as work proceeds the proper amount of cultural oversight is being given by the Consultant's Cultural team. Refer to the SOW and any GIS information to assist with buffer zones.

## **4.2 UXO Clearance and Remediation Activities**

The procedures to be followed for Cultural Resource Monitoring and Field Work of UXO Clearance and Remediation Activities are outlined in the SOW and are summarized below.

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4.2.1 Consistent with the Statement of Work, UXO personnel will determine if UXO is present and if conditions are safe for Cultural Personnel to conduct a review of the work area.

4.2.2 In the event that both UXO and cultural resources are discovered during initial subsurface anomaly clearance and remediation activities and only when deemed safe by UXO personnel, the entire area to be affected by the removal/render safe of the UXO must be satisfactorily mitigated through cultural resource salvage excavation. If cultural resources are discovered but it is deemed unsafe by UXO personnel for cultural resource investigation prior to UXO removal, then UXO will be rendered safe and removed. Then the Consultant's archaeologist will mitigate cultural resources and associated data.

4.2.3 As per the SOW, the Consultant's archaeologist will determine/examine known and potential areas of cultural resource occurrence within the work areas. Extensively disturbed areas, or areas of low cultural resource potential that are not of cultural concern must be identified, mapped and sufficient rationale provided for their exclusion in the Cultural Field Work Report.

4.2.4 Upon completion of Level 3 screening and once it is deemed safe to do so, the Consultant's archaeologist will review the non-munitions debris removed from any work area to check for the presence of artifacts.

### **4.3 Environmental/Contaminated Sites Activities**

4.3.1 The Consultant's archaeologist shall monitor intrusive contaminated site field activity within the Stoney Point Lands. Where intrusive contaminated site clearance and remediation activities are planned, and consistent with the Statement of Work, the Consultant's archaeologist will undertake test pit assessment at five (5) metre intervals of the area to be impacted. Such impacts may include but are not limited to impacts from power equipment such as drill rigs, augers, excavators, tracked and rubber tired vehicles, and vegetation removal equipment. If cultural resources are encountered at or near sampling locations planned for intrusive contaminated site clearance and remediation activities, the Consultant will mitigate disturbance to cultural resources by avoiding the sampling location. If avoidance is not practical, the Consultant will notify, advise and obtain approval from the Project Manager for the mitigation of disturbance to cultural resources prior to implementation of planned contaminated site clearance and remediation activities at the affected sampling locations(s).

4.3.2 In areas of contaminated site clearance and remediation activities where impacts to cultural resources cannot be avoided, and mitigation of cultural resources to the depth of disturbance is anticipated and approved, the Consultant's archaeologist will establish a one-metre grid over the area to be impacted, excavate the affected area, record soil profiles, record and excavate any subsurface cultural resources encountered, and screen all excavated soils to recover cultural resources.

4.3.3 If no cultural resources are discovered as a result of test pit assessment of an area of planned intrusive Environmental clearance and remediation activities, the Environmental work may proceed and the area may be restored without further cultural resource involvement.

#### 4.4 Access Routes

The Consultant will undertake test pit assessment at five (5) metre intervals within areas of high cultural potential that may be subject to heavy machinery damage. If cultural resources are encountered, the Consultant will notify, advise and obtain approval from the Project Manager prior to use of the proposed access route. Cultural resources found along proposed access routes must be avoided or mitigated following standard procedures prior to use.

#### 5.0 Processing and Curation of Moveable Cultural Resources

Only artifacts not associated with burials may be considered for collection.

As well, all cultural/archaeological work, including notes, cataloguing, and reporting will be reviewed by the appointed Cultural Special Advisors for the First Nation and DND. This will include a physical review of the artifacts and catalogue to ensure that all data is correct and acceptable.

The Consultant shall follow standard procedures for the laboratory cleaning, identification, cataloguing, and curation of moveable cultural resources (artifacts) as outlined in "Guidelines for Archaeological Assessment and Mitigation Excavation" published in **Arch Notes**, the Newsletter of the Ontario Archaeological Society, 1992 (3):15-19 and in accordance with the requirements outlined by Sustainable Archaeology facility's Procedures and Practices(see reference section). At the end of field work and reporting, the artifact collection will be transferred to the Sustainable Archaeology facility.

During the work outlined in the SOW, any non-sacred cultural resources collected by the Consultant's archaeologist shall be stored in a secure on-site facility. This location will need to be a dedicated space away from other field equipment. As per the SOW, the Consultant must consult with the Project Authority and the Project Administrator regarding preservation and storage measures for the salvaged artifacts and moveable cultural resources over the course of the project. Authorized Persons shall have reasonable access to the artifact collections in the interim storage facility.

For cultural resources deemed sacred objects by the First Nation, the Consultant will consult with the Project Authority and First Nation's Project Administrator to confirm the importance of the cultural resource and determine appropriate methods of handling, care and curation. The First Nation's Project Administrator may recommend to the Project Authority that some sacred cultural objects be left in place or returned to the land (location where found) as soon as possible and practical within the constraints of the

Clearance and Remediation activities and with appropriate ceremony. Moreover, it should be noted that items included as grave offerings in human burials are deemed sacred by the First Nation, and will remain with the burial.

Upon completion of field activities, any collected artifacts, will be temporarily taken to the Consultant archaeologist's office for cleaning, cataloguing and reporting. Once all reports have been accepted as complete, the collection will be transferred to the Sustainable Archaeology facility.

Collected items too large to be accepted into the Sustainable Archaeology facility will be photo documented and may be given to the First Nation. This will be on a case by case basis. Given this, it will be essential that real-time calls be made in the field by the Cultural field lead as to the cultural/archaeological significance of an item prior to collection.

## **6.0 Cemeteries/Human Burial Sites**

There is one well known cemetery within the Stoney Point lands, with several other unconfirmed burial areas. There are also unconfirmed reports of human burials within the sand dunes. It is possible that the planned clearance and remediation activities will result in the discovery of additional human burials.

**6.1 If any planned work is to be in the area of the known cemetery, advanced noticed is to be given so that the CKSPFN may have a representative or the Cultural Special Advisor on-site.**

6.2 As a matter of principle, all human burials are to be respected and measures shall be taken to ensure their long-term protection.

6.3 Human burials are not to be disturbed in the course of the clearance and remediation activities. If disturbance is unavoidable, or occurs inadvertently or accidentally, the Consultant shall contact the Project Manager and the Ontario Provincial Police (OPP). The First Nation (through the First Nation's Project Administrator) will determine appropriate procedures to be followed on a case-specific basis.

6.4 In the event that human remains are discovered during the clearance and remediation activities, the Consultant must contact the Project Manager and the OPP. The OPP will investigate following current OPP practice and regulation. Disclosure to the First Nation will be consistent with OPP practice, regulation and findings. If the OPP investigation determines that the human remains are not a police matter, the Consultant shall follow the Ontario Cemeteries Act and the Project Manager shall contact the First Nation's Project Administrator immediately. Such notice shall include the location of the human remains, the circumstances of the discovery, and any other pertinent information concerning the discovery that is available at the time of notification.



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Any activities carried out by the Consultant's archaeologist under the Cemeteries Act may be attended by the First Nation's Authorized Persons. The Project Manager shall provide copies of any written reports on investigations carried out under the Cemeteries Act to the First Nation's Project Administrator.

6.5 If a human burial is discovered during clearance and remediation activities, all work must stop immediately in the area of the discovery, and within a 20 metre buffer area. Such areas shall be immediately protected by the erection of construction fencing around the burial and the buffer zone, in a manner consistent with the Statement of Work, and access to the burial area shall be restricted to authorized personnel.

6.6 Canada and the Consultant must be prepared to alter work plans to ensure that human burials are respected and protected. The First Nation reserves the right, in consultation with other First Nations if appropriate, to determine appropriate action if Aboriginal burials are threatened by the work. In such cases, avoidance, where practical, shall be the primary mitigative measure. The Consultant may be required to alter work plans to avoid and protect human burials.

6.7 In the event that isolated human remains are found (e.g. a single tooth or bone), the Consultant will inform the Project Manager and determine if the isolated human remains represent a human burial. The First Nation's Project Administrator and Cultural Special Advisor will be notified of the Consultant's findings in a timely manner.

6.8 Any funerary objects found with human burials are deemed sacred objects by the First Nation by virtue of their association with the human burial. In accordance with the SOW, the Consultant's archaeologist will consult, through the Project Manager, with the First Nation's Project Administrator to confirm the cultural resource's special importance to the First Nation. Such sacred objects must be left in place, or in the event of disinterment and re-burial, such objects shall be re-buried with the deceased as determined by the First Nation (through the First Nation's Project Administrator).

## **7.0 Heritage Structures of Aboriginal Origin**

In the event that a Heritage Structure of Aboriginal Origin is threatened by impacts from the clearance and remediation activities the First Nation shall be consulted regarding an appropriate course of action. The significance of a threatened Heritage Structure must be evaluated by the Consultant. The First Nation reserves the right to conduct its own evaluation of significance. In the event that impacts to a significant heritage structure cannot be avoided, the structure shall be documented according to best practices encompassed in the Canadian Environmental Assessment Agency's Reference Guide on Physical and Cultural Heritage Resources (1996) and the Ontario Ministry of Culture's Guidelines for Preparing the Cultural Heritage Component of Environmental Assessments (1992).

## **8.0 Sacred Cultural Sites**

Traditional Anishnabe beliefs hold that all humans, plants and animals, have spirits and thus are alive and have power. Moreover, some natural and created objects such as specific rock formations, locations on the land, and sacred objects, are considered to have spirits and power as well. As such, it is possible that certain places and objects on the Ipperwash lands may be considered sacred by members of the First Nation. Background research conducted to date, including interviews with First Nation members, has revealed a few such locations. Those that have been identified have been included on the GIS mapping (updated March 2016).

Due to their intrinsic value, measures must be taken avoid and preserve identified sacred sites. If it is necessary to impact an area identified as a sacred site, the First Nation (through the Project Administrator) shall be consulted and will determine an appropriate course of action. Such action may include conducting appropriate ceremonies at the site location.

## **9.0 First Nation Representatives**

The following individuals are Authorized Persons with respect to Cultural Activities. Additional Authorized Persons may be designated during the clearance and remediation activities with the consent of the Project Manager and the Project Administrator.

Chief: Thomas Bressette (519) 786-2125

First Nation Director for Negotiations/Co-Project Manager: Verna George (519) 786-2125, Ext 322 Fax: (519) 786-2108

First Nation's Co-Project Manager: Robert Menke (703) 307-2104

First Nation's Cultural Special Advisor: Brandy George

## **10.0 Communications**

The communications are divided into two level. In the field the consultant project Leader will communicate with DND for day to day coordination. All other issues will be handled between the DND Project Manager and the First Nation Project Administrators.

## 11.0 Reference Documents

Canadian Environmental Assessment Agency 1996 Reference Guide on Physical and Cultural Heritage Resources.

Ontario Ministry of Consumer and Business Services, *Cemeteries Act (Revised)*, RSO 1990.

Ontario Ministry of Culture, 1992 *Guidelines for Preparing the Cultural Heritage Component of Environmental Assessments*.

Ontario Ministry of Culture, 1993 *Archaeological Assessment Technical Guidelines, Stages 1-3*.

Ontario Ministry of Tourism and Culture, 2010 *Standards and Guidelines for Consultant Archaeologists*.

Ontario Office of the Chief Coroner, 1998 *The Discovery of Human Remains, Best Practices*.

Task Force on Self Regulation, 1992 Guidelines for Archaeological Assessment and Mitigative Excavation, *Arch Notes*, The Newsletter of the Ontario Archaeological Society, 1992 (3):15-19.

## 12.0 References Consulted

Angel, Michael. 2002. *Historical Perspectives on the Ojibwa Midewiwin: Preserving the Sacred*. The University of Manitoba Press: Winnipeg.

Canadian Archaeological Association. *Statement of Principles for Ethical Conduct Pertaining to Aboriginal Peoples*. Online at <http://www.canadianarchaeology.com/ethical.lasso>

Clifton, James A., George Cornell, and James McClurken. 1986. *People of the Three Fires: The Ottawa, Algonquian and Ojibway of Michigan*. The Grand Rapids Inter-Tribal Council: Grand Rapids, Michigan.

Densmore, F. 1928. *Indian Use of Wild Plants for Crafts, Food, Medicine, and Charms*. Iroqcrafts Ltd.

Dewdney, Selwyn. 1975. *The Sacred Scrolls of the Southern Ojibway*. University of Toronto Press: Toronto.

George, Lorraine, and Phyllis George. 1996-1998. *Oral History Research Transcripts*. Kettle and Stoney Point Band Office.

Gulewitsch, Victor A. 1995. *Historical Overview of the Chippewas of Kettle and Stony Point, 1700 – 1942*. Kettle Point: Kettle and Stony Point Band Council.

Gulliford, Andrew. 2000. *Sacred Objects and Sacred Places: Preserving Tribal Traditions*. University Press of Colorado: Colorado.

Highwater, Jamake. 1977. *Ritual of the Wind: North American Indian Ceremonies, Music, and Dances*. The Viking Press: New York.

Hirshfelder, Arlene and Paulette Molin. 1992. *The Encyclopedia of Native American Religions: An Introduction*. Facts on File: New York.

Holmes, Joan. 2004a. *Ipperwash: Historical Background*. Joan Holmes and Associates Inc. [http://www.ipperwashinquiry.ca/transcripts/pdf/Joan\\_Holmes.pdf](http://www.ipperwashinquiry.ca/transcripts/pdf/Joan_Holmes.pdf)

Holmes, Joan. 2004b. *Ipperwash Commission of Inquiry: Historical Background*. Joan Holmes and Associates Inc. [http://www.ipperwashinquiry.ca/transcripts/pdf/Joan\\_Holmes.pdf](http://www.ipperwashinquiry.ca/transcripts/pdf/Joan_Holmes.pdf)

Johnston, Basil. 1976. *Ojibway Heritage: The ceremonies, rituals, songs, dances, prayers and legends of the Ojibway*. McClelland and Stewart: Toronto.

Johnston, Basil. 1982. *Ojibway Ceremonies*. McClelland and Stewart: Toronto.

Jones, Peter. 1973. *History of the Ojibway Indians: with Special Reference to their Conversion to Christianity*. Second Edition. Canadiana House: Toronto.

Kinickinick Heritage Consultants. 2004. *Umbrella Protocol of the Algonquins of Pikwakanagan for the Management of Archaeological Resources in Unceded Algonquin Territory*.

Kintigh, Keith. *SAA Principles of Archaeological Ethics*. Society for American Archaeology. Online at <http://www.saa.org/publications/saabulletin/14-3/saa9.html>

Moerman, Daniel. *Native American Ethnobotany Database*. Online at <http://herb.umd.umich.edu>

Paper, Jordan. 1989. *Offering Smoke: The Sacred Pipe and Native American Religion*. The University of Alberta Press: Edmonton.

Parks Canada. *An Approach to Aboriginal Cultural Landscapes*. Online at [http://www.pc.gc.ca/docs/r/pca-acl/sec4/index\\_e.asp](http://www.pc.gc.ca/docs/r/pca-acl/sec4/index_e.asp)

Schmalz, Peter S. 1991. *The Ojibwa of Southern Ontario*. University of Toronto Press: Toronto.

Solicitation No. - N° de l'invitation  
EN438-167007/A  
Client Ref. No. - N° de réf. du client  
EN438-16-7007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-6-46134

Buyer ID - Id de l'acheteur  
KIN519  
CCC No./N° CCC - FMS No./N° VME

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Smith, Theresa S. 1995. *The Island of the Anishnabeg: Thunderers and Water Monsters in the Traditional Ojibwe Life-World*. University of Idaho Press: Moscow, Idaho.

Sustainable Archaeology 2016. Collections Procedures and Practices. Online.  
<http://www.sustainablearchaeology.org/procedures-practices.html>

Vecsey, Christopher. 1983. *Traditional Ojibwa Religion and Its Historical Challenges*. The American Philosophical Society: Philadelphia.

Warren, William W. 1984 [1885]. *The History of the Ojibways, based upon traditions and oral statements*. St. Paul, Minn.: Minnesota Historical Society Press.

Wright, J.V. 1995. *A History of the Native People of Canada: Volume I (10,000-1000 B.C.)*. Mercury Series, Archaeological Survey of Canada, Paper 152. Canadian Museum of Civilization: Quebec.

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## Stoney Point Lands Clearance and Remediation Activities

### CULTURAL RESOURCE REPORTING FORM

Date \_\_\_\_\_ Reported by \_\_\_\_\_

Field Control Number \_\_\_\_\_ Type of Site \_\_\_\_\_

Location: \_\_\_\_\_

GPS Accuracy \_\_\_\_\_

GPS Coordinates \_\_\_\_\_

\_\_\_\_\_

Photographed: Photo Log #s

\_\_\_\_\_

Observations:

Environmental Context

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Cultural Material or Features

\_\_\_\_\_

Collected/Documented? Y N

\_\_\_\_\_

Collected/Documented? Y N

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KIN519  
CCC No./N° CCC - FMS No./N° VME

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**Collected/Documented? Y N**

**Present Condition/Integrity**

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**Inferred Age and Cultural Affiliation**

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**Inferred Function and Significance**

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**Potential Impact from Activity**

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**Consultation with First Nation Representative**

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**Recommended Mitigation**

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**Comments**

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Solicitation No. - N° de l'invitation  
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EN438-16-7007

Amd. No. - N° de la modif.  
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KIN-6-46134

Buyer ID - Id de l'acheteur  
KIN519  
CCC No./N° CCC - FMS No./N° VME

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## **APPENDIX C: ENVIRONMENTAL EFFECTS DETERMINATION**

Available by request at the site visit, as an electronic file on compact disk.



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Client Ref. No. - N° de réf. du client  
EN438-16-7007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-6-46134

Buyer ID - Id de l'acheteur  
KIN519  
CCC No./N° CCC - FMS No./N° VME

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#### **APPENDIX D: GIS LAYER AND ATTRIBUTE STANDARD**

Available by request at the site visit, as an electronic file on compact disk.

**ANNEX “B”, BASIS OF PAYMENT**

*All text in italics will be deleted in the Contract*

All pricing is in Canadian currency and does not include HST or GST (which must be shown as a separate item on invoices).

Estimated usages are for evaluation purposes only and do not commit Canada to payment that exceeds that actual usage which is authorized. All Work under this Contract must be authorized by signed (DND 626 form) Task Authorizations before it is performed.

**Pricing Period:**

Year 1: Date of Award to March 31, 2018

Year 2: April 1, 2018 to March 31, 2019

**Pricing Basis “A” Soil Remediation**

This is an all-inclusive lot price which includes (but is not limited to): direct and indirect labour, heavy equipment, materials, transportation, overhead and profit.

A1. Supply and Install fencing around construction site.

Year 1 \$ \_\_\_\_\_/meter of fence; Year 2 \$ \_\_\_\_\_/meter of fence

*Estimated yearly usage 500 meters of fence.*

A2. Removal and haulage of contaminated soil. The minimum quantity of soil to be transported will be a full dump truck. Soil may be stored on site until the minimum quantity is reached. The disposal cost will not be included in this price since it will be a disbursement with no mark up over the cost from the disposal site.

Year 1 \$ \_\_\_\_\_/m<sup>3</sup>; Year 2 \$ \_\_\_\_\_/m<sup>3</sup>. *Estimated yearly usage 5250 m<sup>3</sup>*

A3. Replacement of excavated material with clean soil which contains no weeds or rocks. This includes costs for soil, haulage and spreading of soil

Year 1 \$ \_\_\_\_\_/m<sup>3</sup>; Year 2 \$ \_\_\_\_\_/m<sup>3</sup>. *Estimated yearly usage 5250 m<sup>3</sup>*

A4. Replacement of excavated material with granular “A”. This includes costs for material, haulage and spreading of material.

Year 1 \$ \_\_\_\_\_/m<sup>3</sup>; Year 2 \$ \_\_\_\_\_/m<sup>3</sup>. *Estimated yearly usage 20 m<sup>3</sup>*

A5. Replacement of excavated material with granular “B”. This includes costs for material, haulage and spreading of material.

Year 1 \$ \_\_\_\_\_/m<sup>3</sup>; Year 2 \$ \_\_\_\_\_/m<sup>3</sup>. *Estimated yearly usage 20 m<sup>3</sup>*

A6. Hydroseeding and watering of remediated areas.

Year 1 \$ \_\_\_\_\_/m<sup>3</sup>; Year 2 \$ \_\_\_\_\_/m<sup>3</sup>. *Estimated yearly usage 5250 m<sup>3</sup>*

### **Pricing Basis “B”, Services**

These services are for work not covered by pricing in any other pricing basis. The pricing for these services includes all tools and fuel that is required to perform the work. Paper, faxes, photocopies and computer time must be included in the pricing.

### **Disbursements**

Any requirements and costs for subcontractors, materials, supplies, or rental of non-standard equipment must be identified in the signed Task Authorization Form and the claims for payment. This will include fees for laboratory testing and disposal of contaminated soil. No mark-up or overhead will be applied to the costs of the disbursements.

**Rental of Custom made Equipment:** Equipment which is custom made or does not have an industry standard rental rate must be negotiated by Contract Authority before task authorization is approved.

**Materials and supplies:** at actual cost to Contractor with no mark-up or overhead for Contractor.

**Daily field consumables:** Prior to its signing, the contractor can provide with the task authorization a price list for the materials and supplies used on site each day. If the Department of National Defence Project Manager accepts the costs the Contractor does not have to provide an itemized list or receipts for those items when they are used on-site. The Contractor must provide the receipts to the Department of National Defence Project Manager if requested.

**Travel and living:** The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel and living expenses must have prior authorization of the DND Project Authority prior to any travel. All payments are subject to government audit.

**Vehicles:** The contractor is entitled to mileage for their company owned/leased vehicles while travelling and on-site. The contractor may not charge a rental fee for company owned/leased vehicles. The contractor may charge for the rental fee and the fuel costs for vehicles it has rented but may not charge a mileage fee for those vehicles.

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Item	Service	Estimated Annual Usage	Year 1 hourly rate	Year 2 hourly rate
1	Senior Engineer	50	\$_____/hour	\$_____/hour
2	Junior Engineer	90	\$_____/hour	\$_____/hour
3	Drafting Technician	20	\$_____/hour	\$_____/hour
4	Environmental Field Leader	100	\$_____/hour	\$_____/hour
5	Environmental Field Technician	100	\$_____/hour	\$_____/hour
6	Archaeological Field Leader	100	\$_____/hour	\$_____/hour
7	Archaeologist	100	\$_____/hour	\$_____/hour
8	Biological Field Leader	100	\$_____/hour	\$_____/hour
9	Biologist	100	\$_____/hour	\$_____/hour
10	Site Supervisor	100	\$_____/hour	\$_____/hour
11	General Labourer	200	\$_____/hour	\$_____/hour
12	Back hoe with Operator	100	\$_____/hour	\$_____/hour
13	Dump Truck with driver	200	\$_____/hour	\$_____/hour
14	Vegitation removal labour and equipment	50	\$_____/hour	\$_____/hour
14	Administrative Assistant	40	\$_____/hour	\$_____/hour

## **ANNEX "C", INSURANCE REQUIREMENTS**

### **1. Commercial General Liability Insurance**

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

m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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

o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

## 2. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

### **3. Environmental Impairment Liability Insurance**

1. The Contractor must obtain Contractors Professional Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Professional Liability policy must include the following:
  - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

### **4. Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b) Accident Benefits - all jurisdictional statutes
  - c) Uninsured Motorist Protection
  - d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e) OPCF/QEF/SEF #4a - Permission to Carry Explosives
  - f) Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

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**Annex "D", DND 626 Task Authorization Form**

[Insert pdf 2 pages](#)



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## **ANNEX "E", Aboriginal Participation Component**

This project will include an Aboriginal Participation Component (APC) which is a mechanism designed to meet the Government of Canada's objectives of encouraging Aboriginal socio-economic development opportunities. The APC is designed to develop long-term sustainable and meaningful socio-economic benefits for Aboriginal people, businesses and communities. A minimum of one of the following benefits must be included in the Aboriginal Participation Component of the Contract:

1. Labour benefits: Local Aboriginal<sup>1</sup> peoples may be preferentially hired, fulfilling an agreed upon number of Aboriginal employees. Training for these positions also could be provided through local classes and apprenticeships or scholarships and bursaries could be provided.
2. Economic development benefits: Recognition and support of relevant Local Aboriginal<sup>1</sup> businesses that are registered on the Aboriginal Business Directory through preferential sub-contracting, as long as local businesses are able to provide goods and services at competitive prices in an efficient and timely manner.
3. Community benefits: Funding for youth programs, social programs, community projects and physical infrastructure; the facilitation of on-going communication between the Contractor and the community through the establishment of advisory committee meetings hosted and funded by the Contractor.
4. Environmental benefits: Establishment of environmental planning and monitoring committees; reclamation commitments; ongoing efforts to minimize harmful activity in culturally significant areas.

<sup>1</sup> Local Aboriginal is defined as band members of the Kettle and Stony Point First Nation.

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## Annex "F", Non-Disclosure Agreement

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. EN438-167007/KIN/001 between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and the Minister of National Defence, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: EN438-167007/KIN/001

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Signature

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Date

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**ANNEX “G” to PART 3 OF THE BID SOLICITATION, ELECTRONIC PAYMENT INSTRUMENTS**

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

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