

**PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA
ASSET AND FACILITIES MANAGEMENT SERVICES
PLUMBING SERVICES
STANDING OFFER AGREEMENT**

Description: Standing Offer Agreement - Plumbing Services

Location: Northwest Atlantic Fisheries Centre (NWAFC)
Correctional Services Building (Pleasantville)
HMCS Cabot and Boathouse

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1.1 DEFINITIONS AND INTERPRETATIONS

In the Contract, unless the context otherwise requires :

"Add"	means to make an addition to;
"Adjust"	means to bring components to a more effective relative position;
"Assemble"	means to take apart and put together again;
"Base Building Equipment"	means architectural, mechanical and electrical items that are required to provide the intended building interior and exterior environments or to satisfy legislation or other government objectives such as tenant health and safety, accessibility, or energy conservation;
"Building Operational Equipment"	means items such as tools, appliances, instruments, or other apparatus used in operating or maintaining "Base Building Equipment";
"Check/Inspect"	means to view closely for dirt, foreign substance, lack of lubricant, wear, damage, tightness, tension, alignment, leaks, cracks, spalling, deformation, overloading and settings. Make a critical appraisal of equipment, component and parts' ability to fulfill their function to a high degree of efficiency until next maintenance service date. Examine to determine that the device or system will apparently perform in accordance with its intended function;
"Clean"	means to scrape, brush, flush and vacuum as required to remove dust, dirt and foreign matter;
"Commissioning"	means a quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated and maintained to meet the owner's project requirements.
"Document Safeguarding Capability"	means the level of safeguarding required by the Industrial Security Division of the Department of Public Works and Government Services to safeguard designated information;
"Energy Source"	means any electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other source of energy of potential harm to workers;
"Excusable Delay"	means a delay in the performance of the Contractor of any obligation under the Contract which is caused by the events;
"Facility"	a physical plant, building or installation used in the performance of a function including the material resources needed to facilitate any action or operation;

"Government Issue"	all materials, parts, components, equipment, specifications, articles and things which may be supplied to a contractor by the Government for purposes of the Work;
"herein", "hereby", "hereof", "hereunder"	and similar expressions refer to the Contract as a whole and not to any particular subdivision or part thereof;
"Hot Work"	means any welding, cutting or material by use of torch or other open flame devices and grinding which produces sparks;
"Instruct"	means to inform Departmental Representative of any new operating procedures. Demonstrate and explain purpose, benefit and method of implementing new procedures;
"Isolate"	means to physically prevent the transmission or release of an energy source to machinery or equipment;
"Lubricate"	means to apply oil or grease to joints between moving parts and joints between fixed and moving parts;
"Measure"	means to determine capacity or amount in standard units using an appropriate instrument. Measure condenser and evaporator pressure drop with differential pressure meter or "U" tube manometer. Measure motor overload with instrument approved by overload manufacturer;
"Operational Baseline"	means the annual value of the Work in terms of disbursements, direct labour and fees;
"Operation and Maintenance Baseline"	means operations, maintenance, utilities and repair work up to \$10,000 in terms of units and value of Work to be performed by the Contractor over twelve (12) consecutive months;
"Paint"	means to clean, prepare and paint surfaces to paint manufacturer's recommendations with paint and primer recommended by paint manufacturer for applicable surface and use;
"Plant"	includes all tools, implements, machinery, vehicles, buildings, structures, equipment, articles and things required for the execution of the Work;
"Project Authority" or "Work Authority"	means the person designated in the Contract, or by notice to the Contractor, as the Property Manager, who shall act as the representative of the Minister in matters concerning the technical aspects of the Work;
"Prove"	means to operate and determine if operation produces intended response;
"Quality Assurance Authority"	means the person designated as such in the Contract;
"Remove"	means to take off or away from;

"Repack"	means to fill with packing again;
"Repair"	means to restore to a sound state;
"Replace"	means to restore by removing old components and replacing with new components;
"Report"	means to report to Departmental Representative on-site and include in work report, results of inspection and proving, note problems encountered, services required, services performed and readings taken;
"Request For Isolation"	Authorization form to be complete (PWGSC-TPSCGC13) Equipment is to be isolated and re-energized using Procedures for Isolation Form (PWGSC-TPSCGC12) following the written process for the correct sequence.
"Representations"	means any or all covenants, promises, assurances, agreements, representations, conditions, warranties, statements and understandings expressed or implied, collateral or otherwise;
"Shut Down"	means to take out of service;
"Start Up"	means to return to service;
"Testing"	means to conduct periodic physical checks on the sprinkler system such as water flow tests, alarm tests, or dry-pipe valve trip tests; (See N.F.P.A. 1673A)
"Tighten"	means to securely fix in place;
"Treat"	means to act upon with agent.

In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

1. **Scope of Work** .1 The Contractor shall furnish all necessary labour, supervision, transportation, material, tools and equipment to carry out this Standing Offer Agreement (SOA) of maintenance, minor repairs and/or installations of plumbing services and provide the services as described throughout this specification.

2. **Location** .1 Work sites for this Standing Offer Agreement is the St. John's area including but not limited to the following:

Northwest Atlantic Fisheries Centre (NWAFC)
Correctional Services Building (Pleasantville)
HMCS Cabot and Boathouse

.2 Contact persons for each location are as follows:

NWAFC phone (709) 772-0520
Correction Services phone (709) 772-6417
HMCS phone (709) 772-8270

.3 Public Works and Government Services reserves the right to add or delete a building during the term of this Standing Offer.

3. **Contractor's Responsibilities** .1 The Contractor shall maintain and provide to the Departmental Representative, current telephone, fax and pager numbers to ensure the provision of acceptable response to requests for service from the local Departmental Representative and/or the National Service Call Centre (NSCC) 1-800-463-1850 on a twenty-four (24) hour, seven (7) day per week basis. This involves ensuring that cellular phones and pagers are of a type that can be contacted from the National Service Call Centre in Toronto. If the request for service is from the NSCC, the Contractor shall, immediately upon completion of the service, report back to the NSCC describing the action taken to correct the problem.

.2 The Contractor shall maintain a staffed office at all times during normal working hours. The Contractor's office shall be equipped to receive and respond to requests for service during the hours that fall outside the designated normal working hours.

.3 When a request for emergency service is originated from the Departmental Representative and/or the NSCC, the Contractor shall immediately proceed to the site, and repair or protect the system or equipment from further damage. When the system or equipment has been made safe, the Contractor shall provide within one (1) working day, a detailed quotation to the requesting authority for the complete repairs required to put the system or equipment into proper working order.

- .4 When responding to any priority level work that is requested by the NSCC, the Contractor shall advise the Departmental Representative at the earliest possible opportunity of the request, and shall inform both the Departmental Representative and the NSCC of the action taken to correct the problem.
- .5 The Contractor shall contact the Departmental Representative, on the first working day following and “after normal working hours” emergency or urgent request for service to obtain a requisition number.
- .6 The Contractor must report to the site with a service vehicle which is well stocked with replacement parts to carry out repairs on the systems in use in these facilities.
- .7 Where required, the Contractor shall register with the on-site Representative or his/her designated official upon entering and leaving the premises.

4. Priorities and Response Times

- .1 The Contractor shall comply to the following Work Priorities and Response Times:
 - .1 **Emergency Priority**
A priority of “Emergency” is defined as a deficiency or breakdown that requires immediate attention to reduce the potential for damage and/or danger to the occupants, the general public, the environment and/or the facility. Work identified to be of an emergency priority shall be responded to and reported on, without delay to the appropriate authority.
Emergency Response Times
St. John’s Facility ASAP (On site within one 1 hour.)
 - .2 **Routine Priority**
A priority of “Routine” is defined as essential maintenance requirements which shall be rectified at the earliest possible opportunity. It is considered as deficiencies or breakdown that do not impair current operations or pose any danger to the occupants, the general public, the environment and/or the facility.
Standard Response Times - St. John’s Facilities (On site within 24 hours.)

- 5. Log Books** .1 The Contractor shall complete all applicable log books outlining all work performed in the facility. Payment may be withheld until such time that all log entries have been made.
- 6. Invoicing** .1 The Contractor shall submit Job Slip(s) signed by the Departmental Representative with an invoice. No invoice will be considered for payment unless accompanied by signed Job Slip(s), as detailed in Appendix "A".
- .2 Invoice must show:
- .1 Agreement number
 - .2 Work location
 - .3 Date
 - .4 Requisition number
 - .5 Name of person who authorized call
 - .6 Hours broken down as per Unit Price Table
 - .7 Material net cost and % mark-up
 - .8 Tradesperson's name(s) and license number(s)
 - .9 All invoices must be typed not hand written.
- .3 In the event of a dispute, the Contractor is to make any and all records available to the Department to substantiate time and/or materials spent on any one job.
- .4 All invoices for the fiscal year must be submitted for payment before 31 March of each year.

7. **Site Visits** .1 The Departmental Representative may, without prior notification, visit the site.
8. **Departmental Representative(s) Authorized Personnel** .1 The Contractor will be notified of, on award of the Agreement, the name and phone number of the PWGSC Departmental Representative for each complex.
- .2 Within fourteen (14) days of agreement after award of SOA, a pre-job meeting shall be scheduled.
9. **Codes and Legislated Requirements** .1 The following codes and standards in effect at the time of award are subject to change / revision. The latest editions of each shall be enforced during the term of the agreement.
- .1 National Building Code of Canada.
 - .2 National Fire Code.
 - .3 Part II of the Canada Labour Code.
 - .4 Canada Occupational Safety and Health Section of Part II of the Canada Labour Code.
 - .5 Canadian Environmental Act.
 - .6 Fire Commission of Canada #301 Standard for Building Construction Operations.
 - .7 Provincial / Territorial Acts and Regulations.
 - .8 Canadian Construction and Canada Labour Safety Codes; Provincial Government, Workers' Compensation Board; and Municipal Statutes and Authorities.
 - .9 Canadian Electrical Code, Part I, CSA C22.1-1998.
 - .10 Part 7 NBC Canadian Plumbing Code.
 - .11 Contractor's "Electrical Safety Requirements". (Includes Lockout Procedures). *
 - .12 Public Works and Government Services Canada does not warrant the adequacy of these Procedures and advise that the Procedures do not replace the cited Codes and Standards.
 - .13 Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and referenced organizations.

- .14 The Contractor can obtain addresses for codes and standards from Departmental Representative upon request.
- .15 In the event of a conflict between any of the above codes or standards the most stringent shall apply.
- .16 These standards shall be considered an integral part of the specifications and shall be read in conjunction with the drawings and specifications. The Contractor shall be fully familiar with their contents and requirements as related to the work and materials specified.
- 10. Licenses, Permits and Fees**
- .1 Provide the authorities having jurisdiction with all information requested.
- .2 Pay all fees and obtain certificates and permits required.
- .3 Furnish these certificates and permits when requested.
- 11. Taxes**
- .1 Pay applicable Federal, Provincial and Municipal taxes.
- 12. Examination**
- .1 Examine the existing conditions and determine those conditions affecting the work.
- 13. Existing Services**
- .1 Protect and maintain existing active services.
- .2 Connect to existing services with minimum disturbance to occupants and building operation.
- .3 Use existing services at no cost.
- .4 Use designated sanitary facilities.
- .5 Any shutdown to execute service or repair must first be approved by Departmental Representative or his designate. Normal working hours shall be construed as 0800 hours to 1700 hours, Monday through Friday, inclusive excluding holidays.
- .6 Ensure that capacity of services is adequate prior to imposing additional loads. Connecting and disconnecting is the Contractor's expense and responsibility.
- .7 Inform the Departmental Representative immediately of any code violations or required repairs which could pose a hazard to employees or building occupants.

- 14. Cleaning**
- .1 Maintain work area free of accumulated waste and rubbish.
 - .2 Remove and dispose of debris, used and obsolete material on a daily basis.
 - .3 Remove grease, dust, dirt, stains, fingerprints and other foreign materials from sight-exposed interior and exterior finished surfaces affected by Agreement work.
 - .4 All materials, system components, used equipment, etc., removed or replaced in any facility remains the property of the Crown until such time as permission is given by the Departmental Representative to dispose of such.
- 15. Cutting, Fitting and Patching**
- .1 Cut, fit and patch where required for work under this agreement. Make good all disturbed surfaces to original condition.
- 16. Co-ordination and Protection**
- .1 Execute work with minimum disturbance to occupants, public and normal use of building. Make arrangements with Department to facilitate execution of work. Maintain access and exits as work area could be occupied during execution of work.
 - .2 Movement of office furniture is the Contractor's responsibility.
 - .3 Furniture including desks, file cabinets, shelving units, chairs, and cabinets which are moved because of the work requirements will be moved back at the end of each work day.
 - .4 Protect existing work from damage.
 - .5 Where necessary, cover all building contents, materials and fittings in work areas prior to commencing work, remove covers on completion of work.
 - .6 Obtain Departmental Representative's approval before cutting, boring or sleeving load bearing members.
 - .7 Replace damaged existing work with material and finish to match original.
 - .8 All possible safety precautions are to be taken to ensure the protection of employees or occupants during the course of the work.
 - .9 Asbestos assessment drawings, where available, are to be referenced before any interior finished surfaces are disturbed.

- .10 Prearranged work schedules shall be strictly adhered to unless otherwise approved by the Departmental Representative.
- .11 The Contractor shall coordinate work with all trades in liaison with the Departmental Representative.
- 17. Product Approvals**
- .1 The Contractor shall ensure that all controlled products used in the performance of the work are classified and labelled according to the Workplace Hazardous Materials Information System (WHMIS).
- .2 The Contractor shall submit for approval the Material Safety Data Sheets (MSDS) for all controlled products that will be used in the performance of this work.
- .3 No controlled products are to be brought on-site without prior approved Material Safety Data Sheets (MSDS).
- .4 Material Safety Data Sheets (MSDS) to remain on-site at all times.
- 18. Materials and Equipment**
- .1 Equipment and materials to be new, CSA certified, and manufactured to standard quoted.
- .2 Where there is no alternative to supplying equipment which is not CSA certified, obtain special approval from an independent testing agency recognized by the provincial Department of Labour.
- .3 Use products of one manufacturer or same type as existing, including classification, unless otherwise specified.
- .4 Request direction from Departmental Representative prior to replacing any component whose list price is \$500.00 or more.
- .5 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
- .6 Deliver, store and maintain materials with manufacturer's seals and labels intact.
- .7 Store materials in accordance with manufacturer's and supplier's instructions.
- .8 Do not store materials on-site without Departmental Representative's approval.
- .9 Public Works and Government Services Canada accepts no responsibility for materials or equipment stored on-site.

- .10 When an equipment inventory numbering system exists, identify to the appropriate Departmental contact all pertinent data relative to the new piece of equipment upon installation.
- .11 The Contractor shall supply shop drawings and manufacturer's instructions and specifications on all new installation for inclusion in the building inventory file.
- .12 Where the Contractor supplies equipment purchased from a supplier or manufacturer, the Contractor shall obtain from the manufacturer or supplier, a warranty for the manufacturer's normal warranty period and such warranty shall be made out to Her Majesty the Queen in right of Canada.
- 19. Work Done by Other Means**
- .1 This Agreement does not create an exclusive right of the Contractor to perform all plumbing work which might be required. The Department reserves the right to have any work done by other means.
- 20. Workmanship**
- .1 All equipment panels and control panel covers must be replaced and properly fitted utilizing all fastening screws and/or bolts according to equipment design. All workmanship is subject to inspection and approval.
- .2 Replace all work unsatisfactory to the Departmental Representative without extra cost.
- .3 All work deemed unsatisfactory by the Departmental Representative will be redone / replaced at no extra cost to the Department.
- 21. Site Security**
- .1 Site security is the responsibility of the Contractor who shall erect temporary site enclosures, barricades, fencing to prevent unauthorized entry, pilferage and vandalism.
- .2 Any work that may disrupt the operations of the occupying clients will be carried out after normal building operational hours. For all work carried out after normal building operational hours, the Departmental Representative will determine acceptable building security.
- .3 After normal business hours, security at some or all facilities may require the presence of an officer from the Canadian Corps of Commissionaires.
- .4 All security requirements deemed necessary by PWGSC and/or by the facility client will be the responsibility of the Contractor.

- 22. Security Clearance**
- .1 The required security clearance level for this Contract is **Reliability Status**.
 - .2 It is the Contractor's responsibility to initiate the security screening required for the personnel and the Contractor shall not have access to the work site until the resources (i.e.: "personnel") have the necessary clearance.
 - .3 The Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC) is responsible for administering the Industrial Security Program in Canada.
 - .4 The Contractor shall follow the instructions at the website: <http://www.ciisd.gc.ca/text/ps/pss-e.asp>, which includes all necessary forms.
- 23. Meetings**
- .1 Attend meetings at site when notified by Public Works and Government Services Canada.
- 24. Drawings and Maintenance Manuals**
- .1 Where available, Maintenance Manuals and drawings for new work are to be accessible for viewing by the Departmental Representative when required. Maintenance Manuals and drawings for existing work are available for viewing from the Departmental Representative when required.
 - .2 Additions, relocation or removal of plumbing equipment are to be recorded, dated and initialled by the Contractor or the Departmental Representative on the "as-built" prints where applicable.
 - .3 As-built drawings are to be revised accordingly to indicate any deviations to the originals.

1. **Compliance Requirements**
 - .1 Comply with the Canada Labour Code Part II and the Canada Occupational Health and Safety Regulations.
 - .2 Comply with the Provincial Occupational Health and Safety Act and supporting Occupational General Safety Regulations as amended from time to time.
 - .3 Observe and enforce construction safety measures required by the following statutes and authorities:
 - .1 The National Building Code of Canada, Part 8.
 - .2 The National Fire Code of Canada.
 - .3 Provincial Workers Compensation Board.
 - .4 Municipal Statutes and Ordinances.
 - .4 The Contractor and his/her personnel must adhere to the Federal Government 'NO SMOKING' Policy while in Federal facilities and/or Scent Free Policy if applicable.
 - .5 All sub-contractors shall adhere to the above qualifications.
2. **Submittals**
 - .1 Prior to Award The Successful Bidder/Tenderer to provide (within seven (7) calendar days after closing):
 - .1 Documentation indicating that the Contractor has successfully completed a recognized current (within the last 3 yrs.) **EXTERNAL SAFETY AUDIT**. This audit to be performed by an independent company/person qualified to conduct safety audits.
 - .2 A letter of good standing from Worker's Compensation Board.
 - .3 Signed statement by Owner of company that the company will maintain Worker's Compensation Board coverage for the life of the Standing Offer Agreement (SOA) / Service Contract (SC), including sub-contractor.
 - .4 Before Work Begins Contractors shall provide :
 - .1 The Contractor has prepared, through risk assessment, a site-specific health and safety management plan.
3. **Training**
 - .1 Before Work Begins The Successful Bidder/Tenderer to provide documentation:
 - .1 Certification of training for safety for all personnel that will be involved with the Standing Offer Agreement/Service Contract. Updated list complete with licenses shall be kept on site including personnel changes.
 - .2 Training for workers shall include (but not limited to)
 - .1 Safe operation of tools and equipment.
 - .2 Proper use and maintenance of personal protective equipment (PPE).
 - .3 Safe work practices and procedures for their given work tasks or function.
 - .4 Site conditions and minimum site safety rules.

4. **Asbestos**
- .1 Within the confines of the site, the provision of products containing fibrous asbestos materials is prohibited.
 - .2 Demolition or disturbance of spray or trowel-applied asbestos can be hazardous to health. Should material resembling spray or trowel-applied asbestos be encountered in course of work, stop work and notify Departmental Representative immediately. Do not proceed until written instructions have been received from Departmental Representative.
5. **Fastening Devices Explosive Actuated**
- .1 Explosive actuated devices shall not be used, until approved by Departmental Representative.
6. **Hot Work**
- .1 All hot work activity, as defined in "Service Definitions" of this specification, is to take place with written permission from the Departmental Representative (Hot Work Permit).
 - .2 The ventilation system in the area of any Hot Work activity is to be isolated to prevent migration of fumes/smoke and to reduce any possible spread of fire to other areas of the facility.
 - .3 Contractor is to employ an employee trained in the use of fire extinguishers as fire watch during any Hot Work for a minimum of 60 minutes after activity has ceased.
7. **Confined Spaces**
- .1 All work in confined spaces will be carried out in compliance with the Canada Occupational Safety and Health Regulations, Part XI.
 - .2 The Contractor to provide and maintain all equipment as required by any person to enter and/or perform work in a safe manner, in compliance with the Canada Occupational Safety and Health Regulations, Part XI.
 - .3 The Contractor to provide and maintain training, as required by the Canada Occupational Safety and Health Regulations, Part XI.
 - .1 The Contractor and/or his employees shall provide proof of training and qualifications when requested by the Departmental Representative.
 - .4 The Contractor to provide the Departmental Representative with a copy of an "Entry Permit" for each and every entry into the confined space to ensure compliance with the Canada Occupational Safety and Health Regulations, Part XI.
 - .5 The Contractor to have a hazard assessment of the confined space performed.
 - .1 The Contractor to provide the Departmental Representative with a copy of the hazard assessment.

- 9. Fall Protection**
- .1 All work carried out above the mandatory height restrictions, from unguarded structure or vehicle and/or from ladders, staging and scaffolding, will be done in compliance with the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10.
 - .2 The components of a fall protection system shall meet the standards as outlined in the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10 (2).
 - .3 The Contractor is to ensure fall protection equipment is maintained, inspected and tested by a qualified person as required by the Canada Occupational Safety and Health Regulations, Part XII, Section 12.3.
- 10. Safety Plan**
- .1 The Contractor shall provide a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the requirements of the Provincial Occupational Health and Safety Acts. The Departmental Representative shall advise the Contractor where the Federal Standards apply.
 - .2 The Contractor shall perform site hazard assessments to establish site specific safe work practices/procedures for the safety and well being of their employees. Copies shall be made available to Departmental Representative upon request.
 - .3 All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the work shall be retained and made available to the Departmental Representative immediately upon request.
 - .4 It is the Contractor's responsibility to be familiar with all applicable Safety Acts, Regulations, Codes and contract requirements. These must be identified and addressed in the Safety Plan, by identifying Standard Operating Procedures (SOP) and safe work practices (SWP) which incorporate clear and specific control measures, applicable rules, procedures and practices, all of which shall become mandatory.
 - .5 Post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure that all employees, including sub-contractors' personnel, are advised of such Safety Plan and of the posted location.
 - .6 The Contractor shall ensure all workers and authorized persons entering the work site are notified of and abide by the posted Safety Plan, safety rules, procedures, safe work practices and applicable Safety Acts, Regulations, and codes. Any non-compliance person shall be subject to disciplinary procedures.
 - .7 Shall ensure that all applicable personal protective equipment (PPE) is used.

- .8 The Departmental Representative shall coordinate arrangements for the Contractor to be briefed on site safety within fourteen (14) days of award of Standing Offer Agreement/Service Contract.
- 11. Product Approvals**
- .1 The Contractor shall ensure that all controlled products used in the performance of the work are classified and labeled according to the Workplace Hazardous Materials Information System (WHMIS).
- .2 The Contractor shall submit for approval the Material Safety Data Sheets (MSDS) for all controlled products that will be used in the performance of this work.
- .3 No controlled products are to be brought on-site without prior approved Material Safety Data Sheets (MSDS).
- .4 Material Safety Data Sheets (MSDS) to remain on-site at all times.
- 12. Lockouts**
- .1 Prepare Lockout Procedures in writing. Describe safe work practices, work functions and sequence of activities to be followed on site to safely isolate all potential energy sources and lockout/tag out facilities and equipment.

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| 1. Environmental | .1 | All work is to be performed in accordance with the Federal Environmental Protection Act and the Provincial Environmental Acts and Regulations. |
| 2. Disposal of Wastes | .1 | Do not bury rubbish and waste materials on site unless approved by Departmental Representative. |
| | .2 | Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers. |
| 3. Drainage | .1 | Provide temporary drainage and pumping as necessary to keep excavations and site free from water. |
| | .2 | Do not pump water containing suspended materials into waterways, sewer or drainage systems. |
| | .3 | Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements. |
| 4. Site Clearing and Plant Protection | .1 | Protect trees and plants on site and adjacent properties where indicated. |
| | .2 | Wrap in burlap, trees and shrubs adjacent to construction work, storage areas and trucking lanes, and encase with protective wood framework from grade level to height of 2 m. |
| | .3 | Protect roots of designated trees to drip line during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones. |
| | .4 | Minimize stripping of topsoil and vegetation. |
| | .5 | Restrict tree removal to areas indicated or designated by Departmental Representative. |
| 5. Work Adjacent to Waterways | .1 | Do not operate construction equipment in waterways. |
| | .2 | Do not use waterway beds for borrow material. |
| | .3 | Do not dump excavated fill, waste material or debris in waterways. |
| | .4 | Design and construct temporary crossings to minimize erosion to waterways. |
| | .5 | Do not skid logs or construction materials across waterways. |
| | .6 | Avoid indicated spawning beds when constructing temporary crossings of waterways. |

- .7 Do not blast under water or within 100 m of indicated spawning beds.
- 6. Pollution Control**
- .1 Maintain temporary erosion and pollution control features installed under this contract.
- .2 Control emissions from equipment and plant to local authorities emission requirements.
- .3 Prevent sandblasting and other extraneous materials from contaminating air beyond application area, by providing temporary enclosures.
- .4 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.
- 7. Open Fire**
- .1 Fires on site are not permitted.

1. **Journeyperson** .1 The journeyperson shall:
 - .1 Carry out and assist in various types of building maintenance as requested by Public Works and Government Services Canada.
 - .2 Relocate, install or repair plumbing equipment such as, but not limited to: emergency cleaning of sanitary lines, water pipes and fittings, valves, floor and roof drains, water specialities, plumbing fixtures and domestic hot water storage heaters, or any other plumbing requirements requested by PWGSC, such as testing and reliability.
 - .3 Produce all certificates and permits upon request of the Departmental Representative.
 - .4 Instruct the Departmental Representative on-site of any new operating procedures when installing or modifying new or existing equipment.

2. **Warranty and Guarantees**
 - .1 Where the Contractor supplies equipment purchased from supplier or manufacturer, the Contractor shall obtain a warranty for the manufacturer's normal warranty period and such warranty shall be made out to Her Majesty the Queen in Right of Canada.
 - .2 The Contractor shall provide a written guarantee against defects in workmanship and materials for a period of one year. Such guarantee shall be made out to Her Majesty the Queen in Right of Canada. Guarantee to be dated from date of acceptance of work performed.

