

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Travaux publics et Services gouvernementaux  
Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>ème</sup> étage  
Montréal  
Québec  
H5A 1L6  
FAX pour soumissions: (514) 496-3822

**INVITATION TO TENDER**  
**APPEL D'OFFRES**

**Tender 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.

**Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>ème</sup> étage  
Montréal  
Québec  
H5A 1L6

<b>Title - Sujet</b> Glazier Services	
<b>Solicitation No. - N° de l'invitation</b> EF944-122650/A	<b>Date</b> 2012-02-24
<b>Client Reference No. - N° de référence du client</b> R.004242.001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTC-480-11976
<b>File No. - N° de dossier</b> MTC-1-34545 (480)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-03-13</b>	
<b>Time Zone</b> Fuseau horaire Heure Normale du l'Est HNE	
<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> Belisle, France	<b>Buyer Id - Id de l'acheteur</b> mtc480
<b>Telephone No. - N° de téléphone</b> (514) 496-3881 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA PL.BONAVENTURE,PORTAIL S-E,BUR.7300 800 RUE DE LA GAUCHETIERE O. MONTREAL Québec H5A 1L6 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
.	
<b>Vendor/Firm Name and Address</b> Raison sociale et adresse du fournisseur/de l'entrepreneur	
<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	OC Service Vitrier	EF944	EF944	1	LOT		\$	XXXXXXXXXXXX		

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1           General Information: provides a general description of the requirement;
- Part 2           Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3           Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4           Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;
- Part 5           Certifications: includes the certifications to be provided;
- Part 6           Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7           7A, Standing Offer, and 7B, Resulting Contract Clauses:
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Specifications, the Basis of Payment and Security Requirements Checklist

### **2. Summary**

Request for a Standing Offer for the Glazier Services for a two years (2) period with a possibility of three (3) option years for the following buildings Public Works and Government Services Canada, Montreal.

### 3. Security Requirement

Not applicable.

### 4. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2011-05-16) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 12.1. (a) and (b) of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

1. Canada may reject an offer where any of the following circumstances is present:
  - (a) the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to submit an offer for the requirement;
  - (b) an employee, or subcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to submit an offer for the requirement, or the portion of the requirement the employee or subcontractor is to perform;

### 2. Submission of Offers

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Offers 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 Request for Standing Offers.

### **3. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### **4. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **Mandatory criteria:**

- The Contractor must have the appropriate valid RBQ license at bid closing.

### **1. Offer Preparation Instructions**

#### **Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

#### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

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

### **1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **1.1 Financial Evaluation**

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

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

**2.1** An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### 1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

#### 1.1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

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The Offeror or the member of the joint venture

(a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) ( ) is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

(d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site.

## **PART 6 - SECURITY REQUIREMENTS**

### **1. Security Requirement**

Not applicable.

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## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

**1.1** The Offeror offers to perform the Work in accordance with the Specifications at Annex "A".

#### **2. Security Requirement**

Not applicable.

#### **3.1 General Conditions**

2005 (2011-05-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from the date of the award of the contract and for a two year period afterward.

##### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for three (3) additional one year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

**5. Authorities**

**5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: France Bélisle  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 800 de la Gauchetière Street West, 7th floor  
Place Bonaventure, South-East Portal  
Montreal, Qc H5A 1L6  
Telephone: 514-496-3881  
Facsimile: 514-496-3822  
E-mail address: danielle.couture@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

**5.2 Project Authority**

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 5.3 Contact at the Client's Department

For all information related to invoicing and/or payments you may communicate with:

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

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

Organization: \_\_\_\_\_

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

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

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail: \_\_\_\_\_.

### 6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Publics Works  
Gouvernement Services of Canada.

### 7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer* or electronic document.

### 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000 (Goods and Services Tax)..

### 9. Financial Limitation

#### Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (Goods and Services Tax) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 1 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 10. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2011-05-16), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2011-05-16) General Conditions - Services (Medium Complexity)
- e) LAB180 (2004-12-10) Labour Conditions
- f) Annex A, Specifications;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List;
- i) the Offeror's offer \_\_\_\_\_

## **11. Certifications**

### **11.1 Compliance**

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## **12. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_.

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## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **1. Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

2010C (2011-05-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C will not apply to payments made by credit cards.

### **3. Term of Contract**

#### **3.1 Period of the Contract**

The Work must be completed in accordance with the call-up against the Standing Offer.

### **4. Payment**

#### **4.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

#### **4.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the

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Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. 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 contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. 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.

#### **4.3 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

#### **4.4 SACC Manual Clauses**

A9117C(2007-11-30), T1204 - Direct Request by Customer Department  
C0711C(2008-05-12), Time Verification

## **5. 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.

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.

## **6. Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## **7. SACC Manual Clauses**

A9068C (2010-01-11), Government Site Regulations  
LAB180 (2004-12-10), Labour Conditions

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## **ANNEX "A"**

## **SPECIFICATIONS**

Solicitation No. - N° de l'invitation

EF944-122650/A

Client Ref. No. - N° de réf. du client

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## **ANNEX "B"**

### **BASIS OF PAYMENT**



APPENDICE "A"

MONTREAL

REGION

SPECIFICATIONS

FOR THE SERVICES OF A  
CONTRACTOR – GLAZIER

February 2012



## Montreal Region

### Specifications

for the services of a  
contractor – glazier

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**Bid Document – Under Separate Cover: Appendix “B” – Price Table**

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<b>SPECIFICATIONS</b>	<b>SECTION</b>	<b>NUMBER OF PAGES</b>
	- Index of Specifications	1
	- Specifications	4
	- General Safety	14



## **Montreal Region**

### Specifications

for the services of a  
contractor – glazier

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### **Section: Specifications**

1. General
2. Scope of Work
3. Labour
4. Hours of Work, Security
5. Working Conditions
6. Building Manager
7. Security of premises
8. Protection of persons and property
9. Fire Protection
10. Cooperation
11. Worksheet
12. Clean-up
13. Warranty

### **Section: General Safety**

1. General Clauses
2. Specific Clauses

1. **GENERAL**

The contract documents (conditions, standing offer, and general safety) shall be read in conjunction with these specifications and the general clauses.

2. **SCOPE OF WORK**

2.1 **General**

2.1.1 The Contractor shall provide labour at the rates indicated in the price table in Schedule "B" and shall provide all the tools needed to perform the tasks described in 2.2 below related to the building.

2.1.2 Materials may be provided by the building technical officer or the Contractor may be requested to provide materials. The Contractor shall be reimbursed for materials in accordance with the general clauses of the specifications. The Contractor must submit, in addition to his invoice, a copy of his supplier's invoice when material is required, so that the percentage of profit identified on the Table on unit-priced services could be ratified.

2.1.3 The Contractor shall respond to routine service requests within three hours of receiving the notice sent by the building technical officer. In an emergency, the response time shall not exceed one hour.

2.1.4 Services shall not be provided unless a service request has been made.

2.1.5 After the work execution, the Contractor will give three (3) copies of his work sheet to the PWGSC representative in the building. When there's no PWGSC representative in the building, the Contractor will send him, by postal service, two (2) copies of the work sheet signed by the guard in duty. This sheet should indicate the arrival and departure hours of the Contractor in the building. The invoice shall be paid only if all conditions above are honoured.

2.2 **Work likely to be requested** (partial list)

Contractor – Glazier:

(The Contractor shall, on request, provide the required licences and competency certificates.)

Supply and install, replace, lubricate as needed, adjust, and/or repair the following lock hardware and components:

- float flat glass
- glass sheet
- safety glass
- heat-absorbing glass
- silvered mirrors
- spandrel glass
- reflective glass
- tempered glass
- patterned glass
- low-emissivity glass
- leaded glass

- one-way mirrors
- plastic panels
- polycarbonate safety glazing
- sealed insulated glazing
- plastic films
- other accessories and glazing.

Required tools and equipment (partial list):

The Contractor shall provide all tools and equipment normally required to perform the work in accordance with the manufacturers' instructions and/or any applicable standards and in a professional manner.

**3. LABOUR**

- 3.1 Labour will be supplied by the Contractor and must be fully qualified.
- 3.2 The Building Technical Authority reserves the right to reject and insist on the replacement of any person he or she deems to be unacceptable.
- 3.3 The Contractor will supervise its employees so as to ensure that their conduct and attire are appropriate and that their movement within the buildings is limited to the specific requirements of the work to be performed.
- 3.4 The Building Technical Authority will make available to the Contractor a person to provide guidance as needed during the work period.
- 3.5 The Contractor will be fully accountable for any omissions, breakage, incompetence attributable to its staff.

**4. HOURS OF WORK, SECURITY**

Completed work shall be billed according to the price table for unit price services in Appendix "A" as follows:

- 7:00 a.m. to 4:00 p.m. Monday to Friday: day rate;
- 4:00 p.m. to 1:00 a.m. Monday to Friday, evening rate;
- 1:00 a.m. to 7:00 a.m. Monday to Friday, Saturdays, Sundays and statutory holidays: overtime rate.

Work will be done primarily during the day. A pass will be required at all times in order to gain access to the site.

**5. WORKING CONDITIONS**

The working conditions are the working conditions prescribed by the Department of Labour of Canada.

**6. BUILDING MANAGER**

The building manager and building technical officer are the only persons authorized to sign invoices and purchase forms for materials.

**7. SECURITY OF PREMISES**

- 7.1 The Contractor who is awarded the contract may not begin work until it obtains basic security clearance for its employees from Health Canada (HC).
- 7.2 The Contractor and representatives of the Contractor's firm must comply with the building security rules.
- 7.3 The Contractor will provide directives, notices and signs to inform the Building Technical Authority and/or the authorized representative, in addition to the building occupants, of the work being done.
- 7.4 Materials must be delivered to the place designated by the Building Manager. The Contractor's representatives must clear that place upon receipt of materials unless otherwise authorized by the Building Technical Authority.
- 7.5 The Contractor or the Contractor's representatives must sign in and out at the place designated by the Building Technical Authority or authorized representative thereof. They must indicate the time in and time out and state the reasons for the visit.

**8. PROTECTION OF PERSONS AND PROPERTY**

- 8.1 Take such safety measures and precautions as are needed to protect persons and property from accidents or damage while maintenance or repair work is being performed.
- 8.2 The Contractor will be specifically and fully liable for any accidents or damage sustained by persons or property as a result of its activities on the premises.
- 8.3 Special care must be taken to prevent finished surfaces from being soiled, scratched, damaged or bumped by equipment, ladders, scaffolding or other items that may be used while performing the work.

**9. FIRE PROTECTION**

The fire protection standards are the standards prescribed by the Fire Commissioner of Canada.

**10. COOPERATION**

- 10.1 The Contractor shall cooperate with other contractors and/or employees of the Department.
- 10.2 The Contractor shall take all necessary measures with the building technical officer before starting the work.
- 10.3 The Contractor shall telephone the building technical officer upon arriving at the site, when leaving the site for any reason and when leaving the site once the work is complete.

**11. WORKSHEET**

- 11.1 After every repair or service call, the Contractor shall produce three (3) copies of a worksheet along with detailed certificates of replacement parts. The worksheet must identify the work performed, the parts replaced and/or repaired and the number of hours each employee spent on the job. The Contractor will submit separate worksheets for maintenance work and repairs. Worksheets for emergency calls must identify not only the

information indicated above, but also the date and exact time of the call, the name of the person making the call, the Contractor's arrival time at the premises and the time the Contractor left.

11.2 The building technical officer or his or her authorized representative will keep a copy signed by the Contractor and will promptly send a copy to the client department. The third copy will remain the property of the Contractor.

11.3 Where there is no authorized representative on site, the Contractor must forward to the Manager two copies of the worksheet duly signed by the security guard on duty.

11.4 PWGSC must have received the worksheet(s) before paying the invoice.

**12. CLEAN-UP**

The Contractor shall remove from the site and dispose of away from the building any debris generated by the work performed under this contract and shall clean up the work area at the end of every shift.

**12. WARRANTY**

The Contractor shall give a one-year warranty on labour and materials beginning on the date of interim acceptance of the work, in addition to any suppliers' or manufacturers' warranties.

**1. GENERAL CLAUSES**

- 1.1 In accepting this contract, the Contractor agrees to assume all of the responsibilities normally assigned to the principal contractor and the Employer under the *Act respecting occupational health and safety* and to supervise the work.
- 1.2 The Contractor shall manage its activities so as to ensure that the health and safety of its employees and the occupants of the building or facility and the public and protection of the environment always take precedence over cost and scheduling concerns. Further, the Contractor shall meet all of the requirements of these specifications.
- 1.3 The Contractor shall comply at all times with the provisions of the *Act respecting occupational health and safety*, the *Safety Code for the construction industry* and the *Regulation respecting occupational health and safety* where they apply.
- 1.4 The Contractor shall perform all work in accordance with the latest editions of the *National Fire Code of Canada*, the *National Building Code* and the *Canadian Electrical Code* and any other applicable codes or standards.
- 1.5 The Contractor shall submit to the technical officer a prevention program specific to any activities the Contractor is likely to carry out in the building at least 10 days prior to the start of work. The Contractor shall thereafter update the prevention program if the work proceeds differently than initially planned. The building technical officer may, after receiving the program and at any time during the work, demand that the program be amended or complemented to better reflect actual worksite conditions. The Contractor shall then make the necessary changes prior to the start of work.

The prevention program shall be based on identification of risks and shall take into account the information and requirements set out in these specifications. The program shall be applied for the entire term of the contract and shall meet the following requirements:

- include the company's policy on health and safety;
  - include an organization chart of health and safety responsibilities;
  - identify risks specific to each category of tasks that will be performed in order to execute the contract and the corresponding preventive measures based on the regulatory requirements;
  - identify the person responsible for implementing preventive measures;
  - take into account risks that may affect the health and safety of workers, occupants of the building or facility and the public;
  - include first aid and primary care standards;
  - include an accident response procedure;
  - include a workplace inspection sheet based on the identification of risks;
  - include repair jobs that may be assigned to the Contractor under this contract;
  - include a written undertaking from all stakeholders to comply with the prevention program.
- 1.6 In addition to the program specified in 1.5, in all cases where the work to be performed constitutes a construction site within the meaning of the *Act respecting occupational health and safety*, R.S.Q., c. S-2.1, the Contractor shall prepare and submit to the building technical officer a prevention program specific to the work

to be performed, with copies to the CSST and the *Association paritaire en santé et sécurité du secteur de la construction*, in accordance with section 198 of the Act. The requirements related to that program are the same as the requirements listed in 1.5.

- 1.7 In all cases where the work to be performed constitutes a construction site within the meaning of the *Act respecting occupational health and safety*, R.S.Q., c. S-2.1, a notice of opening of an establishment shall be sent to the CSST prior to the start of work, with a copy to the building technical officer. A copy of the notice shall be prominently displayed on the construction site. When the Contractor leaves the site, the notice of closing of an establishment shall be sent to the CSST, with a copy to the building technical officer.
- 1.8 The Contractor shall submit the following documents to the building technical officer:
- a copy of the training certificates required for application of these specifications and safe planning of the work, for example: general health and safety for construction sites, asbestos, lock-out, first aid);
  - a copy of the safety data sheet for every controlled product on the worksite, at least three days before the product is used on site;
  - confirmation of medical exams for supervisory staff and all employees where medical exams are required by a statute, a regulation, a directive, a specification or a prevention program. The Contractor shall thereafter submit promptly confirmations of medical exams for all persons new to the worksite;
  - a copy, signed and sealed by an engineer, of all plans and compliance certificates required under the *Safety Code for the construction industry* (S-2.1, r. 6), any other statute or regulation, or any other clause of the specifications or the contract. A copy of these documents shall also be sent to the CSST and be available on the worksite at all times;
  - a mechanical inspection certificate for the machinery used to perform the work (e.g., elevating platforms);
  - an investigation report within 24 hours following any accident that results in an injury or any incident that brings to light a potential hazard;
  - a copy, within 24 hours, of any inspection report, notice of correction or recommendation issued by federal or provincial inspectors.
- 1.9 The Contractor shall ensure that the equipment, tools and protective devices used to carry out the work are maintained and kept in good condition. Equipment, tools or protective devices that cannot be installed or used without compromising the health and safety of workers or the public are deemed to be inadequate for the work to be performed. The technical officer reserves the right to prohibit the use of equipment or tools deemed to be dangerous, defective or inappropriate.
- 1.10 The Contractor shall ensure that its employees have received the training and information needed to perform their tasks safely and that all necessary tools and

protective devices are available, comply with the applicable standards, statutes and regulations and are used.

- 1.11 The Contractor shall take such measures as are needed to enforce and ensure compliance with the health and safety requirements set out in the contract documents, federal and provincial regulations, applicable standards and the prevention program specific to the work, and to comply promptly with any order or notice of correction issued by the Commission de la santé et de la sécurité du travail (CSST).

Regardless of the number of workers assigned to the work, the Contractor shall designate a person to act as workplace health and safety officer and give that person the authority to order work stopped or resumed when the person deems such action to be necessary for health and safety reasons.

- 1.12 Without limiting the scope of the preceding clause, the building technical officer may at any time order that work be stopped if he or she believes there is a hazard or risk to the health and safety of employees assigned to the work, the public or the environment.

The Contractor shall take such measures as are needed to ensure effective communication of health and safety information. As soon as they arrive on the worksite, all workers shall be informed of the details of the prevention program and their obligations and rights. The Contractor shall maintain a log of information provided and obtain a signature from every worker who is given the information.

The Contractor shall inform its workers that they have the right to refuse any work that entails a risk to their health or safety.

- 1.13 The Contractor shall inspect the worksites and submit to the building technical officer a duly completed worksite inspection sheet every working day or at an interval determined with the building technical officer on the call-up against a standing offer form.

- 1.14 The Contractor shall promptly take such measures as are needed to correct instances of non-compliance with statutes and regulations and hazardous situations identified by a government inspector, the building technical officer or the PWGSC health and safety coordinator or in the course of a periodic inspection. Submit to the building technical officer written confirmation of all measures taken to correct non-compliance or hazardous situations.

- 1.15 The Contractor agrees to comply with first aid and emergency response standards in accordance with the applicable policies and regulations and any other clause of the specifications.

- 1.16 The Contractor shall review the building and facility evacuation procedure and provide its employees with the training and information they need to apply the procedure.

- 1.17 In all cases where the work to be performed constitutes a construction site within the meaning of the *Act respecting occupational health and safety*, R.S.Q., c. S-2.1, a representative of the Contractor with decision-making authority shall attend all meetings at which occupational health and safety is being discussed. The

Contractor shall form a worksite committee and shall hold meetings in accordance with the *Safety Code for the construction industry*, S-2.1, r.6.

- 1.18 In all cases where the work to be performed constitutes a construction site within the meaning of the *Act respecting occupational health and safety*, R.S.Q., c. S-2.1, the following information and documents shall be posted in a place that is readily accessible to workers:
- notice of opening of establishment;
  - identification of principal contractor;
  - company policy on occupational health and safety;
  - prevention program specific to the worksite;
  - emergency plan;
  - safety data sheets for controlled products used on the worksite;
  - minutes of worksite committee meetings;
  - names of the worksite committee members;
  - names of first aid attendants;
  - action and correction reports issued by the CSST.
- 1.19 The Contractor shall identify and control access to the work area and install barricades as needed.
- 1.20 The Contractor shall take such measures as are necessary to keep the workplace clean and orderly throughout the work and shall ensure that at the end of each work day, the workplace is free of any hazards.
- 1.21 Where a worker works alone in an isolated place where it is impossible to ask for assistance, the Contractor shall identify the risks related to the situation and provide the technical officer with a procedure for preventing those risks and quickly getting help in an emergency.
- 1.22 Where a hazard not identified in the specifications arises as a result or in the course of the work, the Contractor shall stop work immediately, implement temporary protective measures for workers and the public and notify the building technical officer orally and in writing. The Contractor shall then make the necessary changes to the prevention program to ensure that work can resume safely.
- 1.23 In the event of an incident, the Contractor shall take such measures as are needed, including stoppage of work, to ensure the health and safety of workers and the public and shall contact the technical officer promptly.
- 1.24 Sub-contracting is not permitted without special authorization from the building technical officer. In making a decision, the building technical officer will consider the subcontractor's ability to meet these requirements.
- 1.25 Sealing guns and other cartridge devices shall not be used without authorization from the building technical officer.

The above notwithstanding,

- every person who uses a sealing gun shall have a training certificate and shall meet all the requirements set out in section 7 of the *Safety Code for the construction industry* (S-2.1, r. 6);

- every cartridge device shall be used in accordance with the manufacturer's instructions and the applicable standards and regulations.

1.26 **On the worksite, the Contractor shall consider the following conditions in developing a safe work plan:**

There is asbestos in the pipe insulation in some rooms. While there is no requirement in these specifications for handling such asbestos, the Contractor shall notify the building technical officer (chief of operations) immediately if such insulation is disturbed during the work or if unscheduled work makes it necessary for the Contractor to handle asbestos.

If the Contractor is asked to do work that is likely to produce asbestos dust, the Contractor shall meet the requirements of section 3.23 of the *Safety Code for the construction industry, Act respecting occupational health and safety* (L.R.Q., c. S-2.1).

The Contractor may be asked to do roofing work. The Contractor shall indicate in its prevention program the measures to be taken to prevent falls.

The Contractor may be asked to do work near a body of water or holding pond. The Contractor shall indicate in its prevention program the measures to be taken to prevent the risk of drowning, electric shock and electrocution.

The Contractor may be asked to do work in high places in the receiving area, plants and elsewhere. The Contractor shall indicate in its prevention program the measures to be taken for work in high places.

The Contractor may be asked to inspect or check electrical rooms. The Contractor shall indicate in its prevention program the measures it plans to take to protect people in those areas.

The Contractor may be asked to work in confined spaces. The Contractor shall indicate in its prevention program the measures it plans to take to work in those spaces and take into account the requirements of section 2.4 of the *Safety Code for the construction industry, Act respecting occupational health and safety* (L.R.Q., c. S-2.1).

The Contractor may be asked to do work in laboratories. The Contractor shall contact the building technical officer to determine whether special procedures need to be taken.

## **2. SPECIFIC CLAUSES**

### Note

The ELF forms referred to below will be given to the Contractor at the appropriate time by the building technical officer.

#### 2.1 **Lock-out**

2.1.1 Whenever work is being done on electric equipment that could be powered on inadvertently, the Contractor shall produce in writing and

apply a lock-out procedure and complete the disconnect request form (ELF #13) provided by the building technical officer.

The following is a partial list of situations where use of the form is mandatory:

- main building power supply lines
- panels and sub-panels
- bus bars (shielded)
- motor control centres
- back-up power circuits
- fire alarm and fire protection devices
- mechanical protection devices (sump pump, etc.)
- building services alarm circuit, specifically heating, ventilation and air conditioning systems
- circuits powering two or more pieces of equipment
- circuits powering a single piece of equipment used in a cooling or heating system.

After duly completing the form, the Contractor shall have it countersigned by the workplace supervisor before carrying out any work.

2.1.2 Notwithstanding the preceding clauses, the Contractor shall, in an emergency, obtain oral confirmation of power cut-off from the building technical officer and, as soon as that confirmation is obtained, record in writing the request for electrical cut-off or bypass.

2.1.3 The procedure referred to in clause 2.1.1 shall comply with the principles set out in the brochure on lock-out published by the *Association paritaire en santé et sécurité du secteur de la construction* (ASP Construction).

2.1.4 The supervisors and workers concerned shall have completed the course on lock-out techniques offered by ASP Construction, 514-355-6190 or 1-800-361-6190 or an equivalent course offered by another organization.

2.1.5 For any work that absolutely must be carried out with the power on, the Contractor shall identify the situation in writing and make provision for the preventive measures that will be applied, including personal protective equipment.

## 2.2 **Working at heights**

2.2.1 The Contractor shall provide the equipment needed to work at heights (e.g., ladders, stepladders, elevating platforms, scaffolding).

2.2.2 The Contractor shall ensure that every person who does work which entails a risk of falling more than 2.4 metres is protected against falls.

2.2.3 The Contractor shall plan and organize work so as to foster the elimination of hazards at the source or ensure group protection and thus minimize the need for personal protective equipment. Where personal fall protection is needed, workers shall use a safety harness conforming to standard CAN-CSA-Z-259.10-M90. The safety belt shall not be used for fall protection.

- 2.2.4 Protective equipment, tools or devices that cannot be installed or used without compromising the health and safety of workers or the public are deemed to be inadequate for the work to be performed.
- 2.2.5 Workers must always wear a safety harness when working on a telescoping, articulated or rotating elevating platform.
- 2.2.6 Identify a danger zone wherever equipment for work at heights is used.

### 2.3 **Asbestos**

Before starting work likely to generate asbestos dust, the Contractor shall:

- 2.3.1 Provide a written procedure covering all of the items listed in section 3.23 of the *Safety Code for the construction industry* S-2.1, r-6.
- 2.3.2 Show that all workers concerned have been trained in asbestos hazards and the procedure described above (ASP Construction) (s. 3.23.7).
- 2.3.3 Show that it has in hand all the equipment needed to comply with the procedure and safely perform the work.

### 2.4 **Confined spaces**

PWGSC classifies and evaluates all confined spaces on properties of which it is the custodian. Confined spaces are divided into three classes: 1. low risk; 2. medium risk; and 3. high risk. An evaluation report is produced for every confined space. The report identifies all of the characteristics and entry requirements of the confined space. It is one of the elements taken into account in issuing permits and developing work procedures.

All confined spaces shall be properly identified based on their classification. A PWGSC-approved sign shall be posted at the entrance or as close as possible to confined spaces.

#### 2.4.1 **Class 1**

For all Class 1 (low risk) confined spaces, every person involved shall have completed the basic training. While it is not necessary to implement specific work practices in low-risk confined spaces, the Contractor shall apply methods to ensure the general health and safety of persons required to carry out work in such spaces.

Before accessing the confined spaces, the Contractor shall notify the building technical officer or the supervisor of the scheduled in and out date and time.

Persons with access to low-risk confined spaces shall record the pertinent information in the confined spaces access log (form FEL 103); in other words, persons entering a low-risk confined space are required to sign in and out every time.

#### 2.4.2 Classes 2 and 3

For all Class 2 and Class 3 (medium and high risk) confined spaces, the following measures shall be rigorously applied.

2.4.2.1 The Contractor's prevention program shall contain a written procedure identifying:

- the tools needed to perform the work;
- the equipment installed or to be installed in the confined space and the measures to be taken to install, use, maintain, protect or move the equipment;
- the pipes and ducts entering the confined space;
- the hazards and safety measures to be taken depending on the work to be performed;
- contaminants that might be encountered in the confined space;
- appropriate rescue measures and equipment and emergency measures.

2.4.2.2 The Contractor shall complete an access permit (form FEL 101) that will be provided at the appropriate time. The permit is valid for one shift and shall take into account the information contained in the evaluation report and any specific conditions related to the work to be performed. The Contractor may, however, use its own form if it contains all the information that appears on the form provided by the worksite supervisor.

2.4.2.3 The Contractor shall complete a *hot work permit* where the work to be performed includes welding, cutting or any other activity that produces a flame or sparks (standard form FEL 102).

2.4.2.4 Every person who has access to a confined space shall hold the following training certificates:

- PWGSC safe work in confined spaces (ASP Construction)
- workplace first aid and CPR (organization recognized by the CSST)
- use of ventilation devices (ASP Construction)
- use of safety harnesses (ASP Construction)
- use and maintenance of respiratory protection devices (ASP Construction)
- gas detection devices (ASP Construction).

Where the use of supplied-air or self-contained respirators is planned, full training in the preparation, maintenance and use of the devices (manufacturer, supplier or recognized organization) is required.

In remote areas where there is no local emergency response unit, the Contractor shall designate persons to carry out rescue operations in confined spaces. The rescuers designated by the Contractor shall complete relevant training in the use of rescue equipment.

- 2.4.2.5 Every person who has access to a confined space shall produce a medical certificate confirming his or her fitness to work in a confined space. Such certificates are valid for two years.
- 2.4.2.6 Employees required to work in sewage collection systems or other similar systems shall be vaccinated against infectious diseases in accordance with the immunization program prescribed by Health Canada, that is, against diphtheria and tetanus.
- 2.4.2.7 While it is mandatory only in the cases referred to previously, vaccination against diphtheria and tetanus is strongly recommended for all work in confined spaces.
- 2.4.2.8 The Contractor shall establish an emergency and rescue procedure with municipal and ambulance services. The procedure, telephone numbers and location of the nearest telephone shall be clearly posted near the workstation.
- 2.4.2.9 Before entering the confined space and every 15 minutes thereafter, the Contractor shall take readings of the concentration of oxygen, flammable gases and any toxic gases likely to be present, in particular carbon monoxide and hydrogen sulphide. The readings shall be recorded in a log unless the detection devices have an alarm and operate continuously. The detection devices used shall be calibrated and adjusted by a qualified person according to the manufacturer's instructions so that the alarms comply with the limits set out in the permit.
- 2.4.2.10 The Contractor shall supply its own gas detection devices and keep them in good condition. The technical officer may have the accuracy of the Contractor's devices checked at any time by a qualified person. If a detection device fails, work shall be suspended immediately, and all workers shall leave the confined space. No claim for lost time will be accepted in those circumstances.
- 2.4.2.11 If the alarm on a detection device sounds, all workers shall leave the confined space. The Contractor shall then determine the source of the contamination, neutralize it and ventilate the confined space in order to eliminate any remaining contaminant and shall keep individuals out of the confined space until the oxygen and gas levels have returned to normal.

- 2.4.2.12 Compressed gas cylinders and welding machines shall not be taken into confined spaces. Such equipment shall remain outside and shall not block any entrance or exit. All cylinders shall be properly secured.
- 2.4.2.13 Electric tools and devices used to access confined spaces shall be grounded and, if necessary, designed to be explosion-proof. All equipment shall be connected to a ground fault interrupter or stepdown transformer. The Contractor shall, at its own expense, have a qualified electrician modify any power outlets and/or circuit breakers it plans to use which do not meet these criteria.
- 2.4.2.14 The Contractor shall provide a ventilation system in order to keep the contaminant levels below the allowable limits.
- 2.4.2.15 The Contractor shall post signs to stop unauthorized persons from entering the confined space.
- 2.4.2.16 Where it is impossible to keep the noise level below 85 dB, the Contractor shall provide all workers with ear protectors appropriate to the desired level of attenuation and the work to be performed.
- 2.4.2.17 The Contractor shall ensure that all workers wear the required personal protective equipment.
- 2.4.2.18 The Contractor shall assign a qualified person to assume the duties of custodian. The custodian shall:
- be familiar with the procedure for working in a confined space;
  - ensure constant communication with all workers in the confined space. The directives applied shall be adapted to confined spaces. The Contractor shall select means of communication taking into account the identified hazards and other pertinent factors, that is, the protective equipment workers are required to wear, noise levels in and near confined spaces, remoteness, lighting conditions, etc.;
  - be familiar with the gas detection devices and ensure that they are in working order throughout the work;
  - be familiar with the back-up ventilation systems and ensure that they are in working order throughout the work;
  - be familiar with emergency procedures;
  - ensure that:
    - ✓ all workers entering the confined space observe the Contractor's work procedure;
    - ✓ working conditions and the work environment inside the confined space are not detrimental to the workers' health and safety.

- 2.4.2.19 The custodian shall remain at the entrance to the confined space as long as there is a worker in the space.
- 2.4.2.20 The Contractor shall designate a person to be in charge of safety in confined spaces. The designated person shall be on the worksite at all times.
- 2.4.2.21 The same person may not serve as custodian and confined spaces safety officer unless he or she is able to meet the requirements of both positions.

## 2.5 Hot work

- 2.5.1 Hot work means any work that involves the use of a flame or has the potential to produce an ignition source, such as riveting, welding, cutting, milling, burning and heating.
- 2.5.2 The Contractor shall not start work that involves hot work until it has received a PWGSC "Hot Work Permit" (ELF 102) from the building technical officer.
- 2.5.3 Work shall be performed in accordance with Fire Commission standard FC 301, Standard for Construction Operations, June 1982. FC 301 is available at the following Internet address:

<http://www.hrsdc.gc.ca/en/lp/lo/fp/standards/301.shtml>

- 2.5.4 A working handheld extinguisher appropriate to the fire hazard shall be available and readily accessible within a radius of 5 m of any flame or source of sparks or intense heat.
- 2.5.5 A person shall be designated to conduct fire checks for at least 30 minutes after the end of the shift. The person who does the checks shall countersign the permit and give it to the building technical officer (or a designated representative) after the 30-minute period ends.
- 2.5.6 Propane cylinders shall be stored in accordance with standard *CAN/CSA-B149.2-00 Propane Storage and Handling Code* and shall meet the specific conditions set out in this document. Cylinders shall be stored outside in a safe place where they will not be handled by unauthorized persons, in a storage unit designed for that purpose; they shall be stored securely in an upright position, and the storage unit shall be locked at all times; the storage unit shall be located in an area where there is no vehicle traffic unless the area is protected by gates or an equivalent means.

All cylinders used or stored on worksites shall have a collar designed to protect the valve.

Refilling of cylinders on worksites is not permitted unless a procedure conforming to standard *CAN/CSA B149.2* is approved and authorized by the building technical officer.

### 2.5.7 Welding and cutting

Note: For welding and cutting operations, it is important to ensure that the following conditions are met in addition to the conditions stated above.

2.5.7.1 Welding and cutting shall be carried out in accordance with sections 3.13 Compressed gas supply and 3.14 Welding and cutting of the *Safety Code for the construction industry, S-2.1, r. 6*.

2.5.7.2 Work shall be performed in accordance with Fire Commission standard FC 302, Standard for Welding and Cutting, May 1979. FC 302 is available at the following Internet address:

<http://www.hrsdc.gc.ca/en/lp/lo/fp/standards/302.shtml>

2.5.7.3 Welding and cutting devices are extremely dangerous in terms of fire risk. The following precautions shall be taken when that type of work is being carried out:

- Store compressed gas cylinders on a fireproof surface and ensure that the room is well ventilated.
- Store oxygen cylinders at least 6 metres away from cylinders containing flammable gas (e.g., acetylene) or such combustible materials as oil and grease unless they are separated by a wall made of non-combustible material as specified in section 3.13.4 of the *Safety Code for the construction industry, S-2.1, r. 6*.
- Put fireproof cloths in place when overhead welding is being done and there is a risk of falling sparks.
- Store cylinders away from heat sources.
- Do not store cylinders near stairs, exits, corridors or elevators.
- Do not allow acetylene to come into contact with such metals as silver, mercury, copper and brass with a copper content of more than 65% to avoid the risk of explosion.
- Make sure that the electric arc welding equipment has the required voltage rating and is grounded.
- Make sure that the lead wires of the electric welding equipment are not damaged.
- Place the welding equipment on a flat surface protected from the weather.
- Remove or protect combustible materials that may be near the welding site.
- Closed containers are not to be welded or cut.
- Take protective measures when welding or cutting near pipes, tanks or other containers containing flammable substances.
- Do not cut, weld or carry out open-flame work on a tank, pipe or other container that may contain a flammable or explosive substance unless:

- Air samples have been taken and indicate that the work can be done safely; or
- Measures have been taken to ensure worker safety.

## 2.6 Scaffolding

### 2.6.1 Footings

- Scaffolding shall be placed on solid footings to ensure that it cannot slide or tip.
- If the Contractor wishes to place scaffolding on a roof, an eave, a canopy or a garret, the Contractor shall submit its calculations to the Engineer and obtain the Engineer's authorization before proceeding.

### 2.6.2 Assembly, bracing and anchoring

- All scaffolding shall be assembled, braced and anchored in accordance with the manufacturer's instructions and the provisions of the *Safety Code for the construction industry*.
- In situations where it is necessary to remove some scaffolding components (e.g., cross pieces), the Contractor shall submit an assembly procedure signed and sealed by an engineer certifying that the scaffolding will allow work to be carried out safely, taking into account the loads that will be applied.
- Where the span between two scaffolding supports is greater than 3 m, the Contractor shall provide an assembly plan signed and sealed by an engineer.

### 2.6.3 Fall protection during assembly

- Throughout the assembly process, workers shall be protected against falls.
- Before starting work, the Contractor shall submit to the Engineer a procedure specifying the protective measures used and, if applicable, the anchor points for safety cables or retainers. This procedure shall comply with the provisions of sections 3.9.4.5, 2.9.1 and 2.10.12 of the *Safety Code for the construction industry* (amended on August 2, 2001).

### 2.6.4 Platforms

- Scaffold platforms shall be designed and installed in accordance with the provisions of the *Safety Code for the construction industry*.
- If beams are used, they shall be approved and stamped in accordance with section 3.9.8 of the *Safety Code for the construction industry* (in force on January 1, 2002).
- Platforms shall cover the entire surface protected by guardrails.
- Notwithstanding the above, scaffolding four sections (or 6 m) high or higher shall have a full platform covering the entire surface of the putlogs every 3 m or portion thereof, and at no time shall the components of such platforms be moved to create intermediate platforms.

### 2.6.5 Guardrails

- A guardrail shall be installed on every platform.
- Cross-bracing shall not be considered guardrails.
- On scaffolding four sections (or 6 m) high or higher that require full platforms, guardrails shall be installed on every platform at the start of work and shall remain in place until the work is finished.

#### 2.6.6 Access

- The Contractor shall ensure that access to scaffolding does not compromise worker safety.
- Where the scaffolding platforms are made up of putlogs, ladders shall be installed to ensure that putlogs which extend past the edge do not prevent workers from moving up or down.
- Notwithstanding the provisions of the *Safety Code for the construction industry*, stairs shall be installed on all scaffolding with six or more sets of uprights and six sections (or 9 m) high or higher.

#### 2.6.7 Protection of the public and occupants

- The Contractor shall identify and barricade its work area so as to limit access to authorized workers only.
- The Contractor shall install covered walkways, nets or other similar devices to protect the public and occupants from falling objects.

#### 2.6.8 Use of public roads

- Where it is necessary to encroach on a public road, the Contractor shall obtain at its own expense any authorizations and permits required by the competent authority.
- The Contractor shall install at its own expense any signage, barricades or other devices needed to ensure the safety of the public and its own facilities. Ladders shall be installed to ensure that putlogs which extend past the edge do not prevent workers from moving up or down.

Notwithstanding the provisions of the *Safety Code for the construction industry*, stairs shall be installed on all scaffolding with six or more sets of uprights and six sections (or 9 m) high or higher.

**GLAZIER SERVICES**

**3600 CASAVANT, ST-HYACINTHE**

Line 1	Rate period of 2 years		Estimated hours/year	Option year # 1		Option year #2		Option year #3	
	Provisional Amount <sup>a</sup>	40 000.00\$		Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total
Line 2 <sup>b</sup>	Estimated hours	80	\$/hr	\$	\$/hr	\$	\$/hr	\$	\$
Line 3 <sup>c</sup>		20	\$/hr	\$	\$/hr	\$	\$/hr	\$	\$
Line 4 <sup>d</sup>		10	\$/hr	\$	\$/hr	\$	\$/hr	\$	\$
Line 5	Total of lines 2+3+4=			\$		\$		\$	\$
Ligne 6	Total of lines 1+5 =			\$		\$		\$	\$

**NOTES :**

1. The Department will pay to the Contractor the amounts negotiated for each repair authorized by the departmental representative. The Contractor will be paid for work at an hourly rate plus materials based on the general provisions of the **Specifications** and will not be entitled to any other compensation for any difference between the hours negotiated for each repair and the hours actually worked. The Contractor will be paid only for the materials authorized and used in performing the work and must obtain prior approval from the Department's authorized representative before starting any work.
2. The above hourly rates must include all labour costs related to work done by employees, including all benefits, travel, overhead and Contractor profit.

<sup>a</sup> Provisional amount for repair materials or addition of equipment only, including 10% profit on materials

<sup>b</sup> 1 Technician (regular hours, Monday to Friday, 7:00 am to 4:00 pm)

<sup>c</sup> 1 Technician (evening rate, Monday to Friday, 4:00 pm to 1:00 am)

<sup>d</sup> 1 Technician (1:00 am to 7:00 am weekdays, weekend and statutory holidays)