

TITLE: SNOW REMOVAL AND ICE CONTROL

**LOCATION: JOSEPH A. GHIZ BUILDING
SUMMERSIDE, PEI**

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1.1 DEFINITIONS AND INTERPRETATIONS

In the Maintenance Services Contract, unless the context otherwise requires :

"Add"	means to make an addition to;
"Adjust"	means to bring components to a more effective relative position;
"Annual Maintenance Plan"	as described in Statement of Work item 1.2.17 ABP-Project Plan;
"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 Maintenance Services 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;

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"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",	and similar expressions refer to the Maintenance Services Contract as "hereunder" 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 Maintenance Services Contract;
"Remove"	means to take off or away from;

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"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;
"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 Maintenance Services 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. Description of Work** .1 This Service Contract shall furnish all necessary labour, supervision, transportation, material, tools and equipment to provide snow removal and ice control in accordance with this specification.

- 2. Examination of Premises** .1 All parties tendering are advised to examine the site of the proposed work prior to submitting their tenders and become thoroughly acquainted with same, and obtain any and all information that may be necessary to properly execute Maintenance Services Contract.
.2 Make arrangements with Departmental representative prior to site visit.

- 3. Work Included** .1 Remove snow and ice, supply and spread salt or ice melt to prevent slippery conditions on all roads, driveways, sidewalks, walkways, parking areas, trucking/loading areas, vehicle entrances and exits, road valves, catch basins, valve boxes, storm sewers, manholes, etc. All pathways and areas around fire hydrants must be kept clear and accessible.
.2 Employ snowblower to clear snow in required areas, sidewalks, walkways, etc.
.3 Snow clearing operations will commence at the request of the Departmental Representative.
.4 De-icing and salting operations shall be provided when conditions are deemed necessary by the Departmental Representative
.5 Supply and maintain a required number of salt boxes at locations to be determined by the Departmental Representative.
.6 All snow may have to be trucked away and dumped in an approved location, under the direction of the Departmental Representative. See unit price table.
.7 The Contractor must obtain approval from the local municipality as to the location for dumping of snow.
.8 Heavy equipment which would cause damage to metal grills shall not be used for clearing snow.
.9 Partial ice control is the control of all ice and slippery areas on all but a flood coat condition.
.10 Provide and install markers to identify the location of curbs, planters, fire hydrants, valve boxes, catch basins, storm sewers, manholes, etc. to prevent damage and maintain each in an accessible and workable condition.

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4.Service Calls

- .1 The Contractor shall provide service during regular working hours, silent hours and weekends (24 hours / 7 days a week).
- .2 The Contractor is totally responsible for the immediate removal of snow and ice to ensure the safety of the public and the unhindered flow of vehicular traffic.
- .3 Work operations are to be completed as follows:
 - .1 Approach road to loading dock, partial parking lot and partial sidewalks prior to 4:00 a.m.
 - .2 All remaining designated areas to be completed prior to 6:45 a.m.
- .4 Between the hours of midnight Friday and midnight Sunday, only access routes to be cleared unless specifically requested by PWGSC representative.
- .5 The Contractor will advise the Departmental Representative of the telephone number at which he or his representative may be contacted at any time.
- .6 The Contractor shall not refuse any call for service requested by a Departmental Representative and the time lapse between call out and start of work shall not exceed one (1) hour.

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1. Compliance Requirements

- Canada
Occupational Health and Safety Regulations.
- .1 Comply with the Canada Labour Code Part II and the
 - .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. Bidders/Tenderers
Qualifications**

- .1 Bidders/Tenderers are to provide (within fourteen(14) calendar days after closing):
 - .1 Documentation indicating that the bidder/tenderer meets the Occupational Health & Safety Act and Regulations of Prince Edward Island. This shall include a copy of the company's Safety Manual, which includes Company Safety Policy & Assignment of Responsibilities, Hazard Assessment, Safe Work Practices/Job Procedures, Rules, Personal Protective Equipment, Maintenance Program, Training & Safety Meetings, Inspections, Investigations, Environmental, Emergency Preparedness , Records, Statistics & Harrassment.
 - .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 Service Contract (SC), including sub-contractor.

3.Training

- .1 Before Work Begins Contractors are to provide documentation:
 - .1 Certification of training for safety for all personnel that will be involved with the 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).

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- .3 Safe work practices and procedures for their given work tasks or function.
 - .4 Site conditions and minimum site safety rules.
- 4. Disciplinary Procedures for Safety Violations**
- .1 Contractors shall have their own written disciplinary procedures for violation or non-compliance of work site safety rules and regulations.
 - .2 Contractor shall immediately address and correct any health and safety violations and non-compliance issues.
 - .3 Disciplinary Procedures applied by PWGSC Departmental Representative for non-compliance and safety violations shall be as follows:
 - .1 **First Violation:** Verbal warning issued to the Contractor for the first violation of a safety regulation, rules, policy and procedures. (Violation will be documented on contract file, copy to Contractor and PWGSC).
 - .2 **Second Violation:** Written warning to Contractor for second violation of a safety regulation, rules, policy and procedures. (Violation will be documented on contract file, copy to Contractor and PWGSC).
 - .3 **Third Violation:** A third violation of a safety regulation, rules, policy and procedures may result in the termination of the contract with a recommendation to the Contracting Authority that the Contractor be denied access to future SOA/SC(s). (Documented to contract file, copies to Contractor and PWGSC).
 - .4 **Serious Violation:** For a serious violation of a safety regulation, rules, policy and procedures as deemed by a Regulator, Project Manager or Safety Officer a recommendation will be made to the Contracting Authority to immediately terminate the SOA/SC(s). (Violation documented on contract file, copies to Contractor and PWGSC).
 - .5 **Charges Laid or Guilty Determination by Courts:** Infractions of safety regulations, rules, policy and procedures that result in charges being laid by a Regulator against the Contractor or the Contractor being found guilty by the courts may result in that Contractor being denied access to future contracts.

a. 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 Maintenance Service Contract.

6. 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.

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7. Codes and Legislative Requirements

- .1 Execute the work to meet or exceed:
 - .1 Part II of the Canada Labour Code.
 - .2 Canada Occupational Safety and Health Section of Part II of the Canada Labour Code.
 - .3 Canadian Environmental Protection Act.
 - .4 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.
 - .5 The Contractor can obtain addresses for codes and standards from Departmental Representative upon request.
 - .6 In the event of a conflict between any of the above codes or standards the most stringent shall apply.
 - .7 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.

2. Licences, 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.

3. Taxes

- .1 Pay applicable Federal, Provincial and Municipal taxes.

4. Ice Control

- .1 Sodium chloride (salt) mixture shall be used for ice control.
- .2 Salt for ice control on roads, approaches, parking lots and sidewalks shall be spread by means of mechanical spreader.

5. Equipment

- .1 All heavy equipment shall be adequately equipped with flashing beacon and front and rear lights.
- .2 All equipment shall be licensed by the authority having jurisdiction for the service for which it is used.

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- .3 All equipment will be in good repair and provide safe operation.
 - .4 Equipment will not be left running unattended.
 - .5 Equipment with a fuel capacity exceeding ten (10) litres shall not be refilled on site.
 - .6 Only rubber tired power equipment shall be used for snow clearing operations on areas of work.
 - .7 Debris, discarded containers, etc. will not be left or stored at the site.
- 6. Operators**
- .1 All equipment operators shall be qualified and experienced with the equipment being operated and licensed by the authority having jurisdiction.
- 7. Damage**
- .1 The Contractor shall be responsible for any damage incurred during the execution of the work of this Maintenance Services contract, and shall, at no expense to the department, repair damage to the satisfaction of the department.
- 8. Time Limits**
- .1 Damage to curbs, fencing, lawn areas, etc. shall be repaired in the spring, during the month of May. Damage which affects the building services, i.e. hydrants, valve boxes, etc., shall be repaired immediately.
- 9. Environmental**
- .1 All work is to be performed in accordance with the Federal Environment Protection Act and the Provincial Environment Acts and Regulations.
- 10. Meetings**
- .1 Attend meetings at site when notified by Public Works and Government Services Canada.
 - .2 Pre-job meeting shall be scheduled within fourteen (14) days of contract award.
- 11. Personnel**
- .1 The Contractor will provide the Departmental Representative with a list of all people working on PWGSC premises, complete with a copy of their licences, where applicable, and will update the list immediately when personnel changes.
 - .2 The Contractor and his/her personnel must adhere to the Federal Government "NO SMOKING" policy while in Federal facilities.
- 12. Security Clearance**
- .1 The security clearance level for this Maintenance Services is N/A.

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13. Log Books

- .2 The Contractor shall submit his/her name and the names of all employees, including new employees engaged during the Contract who will be working under this Contract, to the Departmental Representative immediately following notification of Contract award.
 - .3 The Contractor and his/her employees will be required to provide personal information, such as address and date of birth; and complete Government forms in order to receive the required clearance level.
 - .4 Only those employees who receive the required clearance level will be allowed on site.
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- .1 The Contractor shall complete all applicable log books outlining all work performed. Payment shall not be made if log book is incomplete.

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1. Operational

- .1 Execute work with least possible interference or disturbance to occupants, public, and the normal use of premises. Make arrangements with the department to facilitate execution of the work stated.
- .2 Maintain existing services to buildings and provide means for personnel and vehicle access.
- .3 Ice control, except that which is required after snow removal, shall be carried out on the request of Public Works and Government Services Canada.
- .4 Where security has been reduced by the work of the contract, provide temporary means to maintain security.
- .5 Snow and ice accumulations when cleared will be stockpiled in the areas designated by the Departmental Representative.
- .6 Manual shovelling will be done where motorized equipment cannot be operated.
- .7 Snowfall greater than 5 centimetres will automatically be removed from the site unless other wise directed by the PWGSC Representative.
- .8 Snowfall less than 5 centimetres will not be removed unless requested by PWGSC Representative.
- .9 Work may be requested for "total removal", "vehicle access removal", or "pedestrian access removal".

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1. Payment

- .1 Invoices to be submitted in duplicate to the Departmental Representative for the service completed.
- .2 Invoices shall show the following:
 - a. Contract number and location of work.
 - b. Date work carried out.
 - c. Type of work performed.
 - d. The starting time at each location.
 - e. The time of completion of work for each location, together with the number of men and types of equipment used.
- .3 All prices shown on invoice shall equal those shown on price schedule, which forms part of the Maintenance Services Contract.
- .4 No payment shall be allowed for any equipment that has broken down during clearing operations, including operator's time.
- .5 As the hourly tender price includes all travel time, payment will be made for only the work performed on site.
- .6 Any supervision required shall be included in hourly cost of operating equipment.
- .7 Attached to all invoices shall be the monthly Environment Canada Weather Office Snowfall Summary (meteorological summary) Report for Summerside, PEI area.