

DESCRIPTION:

LAWN MOWING

LOCATION:

**JOSEPH A. GHIZ BUILDING
275 POPE ROAD
SUMMERSIDE, PEI**

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1. Location

- .1 The Contractor shall supply all labour, material, tools and equipment necessary to provide landscape maintenance at the following location:

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275 POPE ROAD
SUMMERSIDE, PEI**

2. Scope of Work

- .1 Scope of work under this contract includes but shall not be limited to the provision of all labour, materials, and equipment necessary to carry out lawn mowing operations.

3. Examination of Premises

- .1 All parties tendering should examine the site of the proposed work prior to submitting their tenders, become thoroughly acquainted with same and obtain any and all information that may be necessary to properly execute contract.
- .2 Make arrangements with the Departmental Representative, prior to site visit.

4. Contractor's Use of Site

- .1 Do not unreasonably encumber site with materials or equipment.
- .2 Move stored products or equipment which interfere with operations of other Contractors.
- .3 No petroleum products will be stored or left on site.
- .4 Public Works & Government Services will not provide storage on site for tools or equipment.

5. Emergency and Service Calls

- .1 The Contractor shall maintain and provide PWGSC with current phone, fax and pager numbers to be able to provide response to requests for service from the local Departmental Representative and/or the National Service Call Centre (NSCC) 1-800-463-1850 on a twenty-four (24) hour, seven (7) day per week basis. If the request for service is from the NSCC, the Contractor shall, immediately upon completion of the service, report back to the NSCC describing the action taken to correct the problem.

6. Site Visits

- .1 The Departmental Representative may, without prior notification, visit the site.

7. Safety

- .1 The Contractor shall provide a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the most stringent of the Federal and Provincial Occupational Health and Safety Acts.
- .2 The Contractor shall perform site hazard assessments to establish site specific safe work practice procedures for the safety and well being of his / her employees. Copies shall be made available to Public Works and Government Services Canada 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 person not complying with these shall not be permitted on the site.
- .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 contract.

8. Log Books

- .1 Contractor shall sign in upon arrival and out when leaving the site. Log book is located at the Security desk. Payment will not be made if logs are incomplete.

1. Codes and Legislated Requirements

- .1 The following codes and standards in effect at the time of award are subject to change/revision. The latest editions of each shall be enforced during the term of the contract.
- .1 National Building Code of Canada.
 - .2 Part II of the Canada Labour Code.
 - .3 Canada Occupational Safety and Health Section Of Part II of the Canada Labour Code.
 - .4 Canadian Environmental Protection Act.
 - .5 Fire Commission of Canada #301 Standard for Building Construction Operations.
 - .6 Canadian Construction and Canada Labour Safety Codes; Provincial Government, Workers' Compensation Board; and Municipal Statutes and Authorities.
 - .7 Canadian Electrical Code, Part I, CSA C22.1.
 - .8 Nova Scotia Environmental Act Section 84.
 - .9 Public Works and Government Services Canada "Electrical Safety Requirements". (Includes Lockout Procedures). *

* Please Note: The Electrical Safety Requirements (the Procedures) are only a tool which the Contractor may use to assist him or her in interpreting the Codes and Standards set out in the Maintenance Services Standing Offer-Electrical, General Requirements, Codes and Legislative Requirements, Public Works and Government Services Canada does not warrant the adequacy of these Procedures and advise that the Procedures do not replace the cited Codes and Standards.

The Contractor is responsible to be familiar with the cited Code and Standards and to ensure that all work undertaken on behalf of Public Works and Government Services Canada is completed in a safe manner and, at a minimum, in compliance with the cited Codes and Standards. In the event there is a conflict between these Procedures and the cited Codes and Standards, the cited Codes and Standards are to prevail.

- .10 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.
- .11 The Contractor can obtain addresses for codes and standards from Departmental Representative upon request.
- .12 In the event of a conflict between any of the above codes or standards the most stringent shall apply.

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.13 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.Bidders/Tenderers Qualifications

.1 Before Work Begins The successful Bidder/Tenderer is to provide documentation:

.1 A copy of the company's site-safety plan.

.2 Certification of training for safety for all personnel that will be involved with the Standing Offer Agreement. Updated list complete with licenses shall be kept on site including personnel changes.

.3 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.

.2 All sub-contractors shall adhere to the above qualifications.

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5. Disciplinary Procedures for

- .1 Disciplinary Procedures for Safety Violations are as follows :
- .1 **First Violation** : Verbal warning issued to the Contractor for the first violation of a safety regulation. Violation shall be documented on the Contract file, copy to Contractor and a copy sent to PWGSC.
- .2 **Second Violation** : Written warning to Contractor for the second infraction of a safety regulation. Violation will be documented on the Contract file, copy to Contractor and a copy sent to PWGSC.
- .3 **Third Violation** : May result in the termination of the SOA with a recommendation that the Contractor be denied being able to tender on future PWGSC-produced tenders. Violation shall be documented on the Contract file, a copy to the Contract and copy to PWGSC.
- .4 **Immediate Loss of Contract** : a serious violation of safety regulation as deemed by a Regulator, Project Manager or Safety Officer. Violation shall be documented on the Contract file, a copy to the Contractor and copy to PWGSC.
- .5 **Denied Opportunity to Tender** : Infractions of safety regulations that result in charges being laid by the Regulator, and the Contractor being found guilty by the Courts may result in the Contractor being denied consideration to tender on future PWGSC projects.

6. General Workmanship

- .1 Do each operation continuously and complete within reasonable time period.
- .2 No equipment or materials are to be stored on-site unless approved by the Departmental Representative.
- .3 Collect and dispose of debris or excess material.

7. Work Done by Other Means

- .1 This contract does not create an exclusion right of the Contractor to perform all work which might be required. The Department reserves the right to have any work done by other means.

8. Product Approvals

- .1 The Contractor shall ensure that all controlled products used in the performance of the work are classified and labelled according to the Workplace Hazardous Materials Information System (WHMIS).

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- .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.

9. Security Clearance

- .1 The security clearance level for this Contract is not applicable.
- .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 clearance level if required.
- .4 Only those employees who receive the required clearance level ,if applicable, will be allowed on-site.

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10. Mowing of Lawn Areas - General

- .1 Commence lawn mowing within two (2) days upon request of Departmental Representative. Operation must be continuous and completed within reasonable period.
- .2 Lawn cutting operations include picking up and disposing of paper and refuse accumulated on landscape areas.
- .3 Lawn cutting operations will be carried out between the hours of 8 am and 8 pm.
- .4 Parking lot islands to be cut and trimmed after regular hours.

**11. Mowing of Lawn Areas
- Workmanship**

- .1 Cut grass at height of 40 mm. Use equipment in good working order and with sharp cutting blades. Remove grass clippings from lawn. Hand trim or use edger for grass adjacent to buildings, pavement, sidewalks, trees, fences, mowing strips, etc. Trim grass edges around planting beds neatly in lines as in original layout.

12. Equipment

- .1 All cutting and trimming equipment used on site will be rated **commercial**.

13. Confined Spaces

- .1 All work in confined spaces will be carried out in compliance with the Canada Occupational, Safety and Health Regulations, Part 13XI.
- .2 The Contractor to provide and maintain all equipment as required by any person to enter and/or perform work in a safe manner, in compliance with the Canada Occupational, Safety and Health Regulations, Part XI.
- .3 The Contractor to provide and maintain training, as required by the Canada Occupational, Safety and Health Regulations, Part XI.
The Contractor and/or his employees shall provide proof of training and qualifications when requested by the Departmental Representative.
- .4 The Contractor to provide the Departmental Representative with a copy of an "Entry Permit" for each and every entry into the confined space to ensure compliance with the Canada Occupational, Safety and Health Regulations, Part XI.
- .5 The Contractor to have a hazard assessment of the confined space performed.
- .6 Contractor to provide the Departmental Representative with a copy of the hazard assessment.

14. Fall Arrest

- .1 All work carried out above the mandatory height restrictions, as stated in Canada Labour Code, Part II, Section 12.10(1), from an unsafe/unguarded structure and/or scaffolding, will be done in compliance with the Canadian Occupational Safety and Health Regulations, Part XII, Section 12.10.
- .2 The components of a fall protection system shall meet the standards as outlined in the Canadian Occupational Safety and Health Regulations, Part XII, Section 12.10 (2).
- .3 The Contractor is to ensure fall protection equipment is maintained, inspected and tested by a qualified technician as required by the Canadian Occupational Safety and Health Regulations, Part XII, Section 12.3.

15. Meetings

- .1 Attend meetings on site when notified by the Departmental Representative.
- .2 Within fourteen (14) days of contract award, a pre-job meeting shall be scheduled.

16. Personal Protective Equipment

- .1 PPE shall be worn at all times while operating equipment.

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1. Payment

- .1 Invoices to be submitted monthly to the Property Manager for the services completed, countersigned by the Department's representative.
- .2 Invoices shall show the following:
 - .1 Contract number and location of work
 - .2 Date work carried out
 - .3 Type of work performed
 - .4 Number of cuts x the unit cost per cut.
- .3 All prices shown on invoice shall equal those shown on price schedule which forms part of this Contract.
- .4 No payment (including operator's time) shall be allowed for any equipment that has broken down during mowing operations.
- .5 All invoices shall be forwarded to the Public Works and Government Services Canada representative.
- .6 All invoices for the fiscal year must be submitted for payment before 31 March of each year.

JOB SLIP

Company Name: _____ **Date:** _____

Tradesperson's Name:

(1) _____ License # _____

(2) _____ License # _____

(3) _____ License # _____

Call-up Number: _____ **Total Cost:** _____

Description of Work: * _____

Start Time: _____ **Completion Time:** _____ **Total Hours:** _____

Materials and Supplies	Cost
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

GST/HST _____

PST _____

TOTAL _____

Contractor's Signature

Departmental Representative's Signature

* Include nature of problem, cause of problem and corrective action taken.