

ANNEX "A"
STATEMENT OF WORK

Title

Snow Hauling and Heavy Equipment at Dorchester Penitentiary

Objective

The supplier must provide snow hauling and clearance services on an as and when required basis at Dorchester Penitentiary Complex located in the town of Dorchester, New Brunswick at 4902 Main Street. The objective will be primarily but not limited to hauling of snow to designated snow dumps located on the institutional reserve, pushing of snow banks and snow dumps to allow storage space for future storms and exposing underground services for emergency and/or maintenance repairs to infrastructure as well as other miscellaneous work.

1.1 Description

.1 The work covered under this Standing Offer Agreement comprises the supply of various heavy equipment with operators on an as and when required at the Dorchester Penitentiary as specified herein.

1.2 References

- .1 Canada Labour Code Part II.
- .2 The New Brunswick Occupational Health and Safety Act, 1991.

1.3 Workmanship

- .1 Workmanship will be of a uniformly high standard and in accordance with generally accepted trade practice.
- .2 Operators must be qualified to perform all required tasks, as directed by Chief, Facilities Management or his/her delegate.
- .3 Work to be carried out without impeding roads, roadways and access ways.

1.4 Equipment

- .1 Supplier shall provide to CSC a list of equipment to include year, make and model, as specified in Section 3.2.2
- .2 Equipment shall be inspected and accepted by Chief, Facilities Management or his/her delegate prior to commencement of work.
- .3 Equipment is subject to inspection and acceptance by the Chief, Facilities Management or his/her delegate at all times. Equipment found to be unacceptable must be repaired or replaced within 4 working hours by the supplier at their expense.
- .4 The supplier shall ensure that rubber tires only shall be used on equipment for snow clearing operations on paved surfaces unless otherwise approved by the Chief, Facilities Management or his/her delegate.

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1.5 Setting out of Work

- .1 Chief, Facilities Management or his/her delegate will set stakes to define location, alignment and elevations of work.
- .2 Chief, Facilities Management or his/her delegate to provide supplier with locations of underground services prior to any excavation.
- .3 Supplier to receive confirmation from Chief, Facilities Management or his/her delegate that Enbridge has verified that area of work is free of natural gas lines prior to carrying out any excavation.

1.6 Delivery Points

- .1 Mobilization of equipment to and from the Penitentiary in Dorchester will be at the supplier's expense.
- .2 The Chief, Facilities Management or his/her delegate will advise the supplier as to the exact location for delivery within the area of work.

1.7 Supplier`s Use of the Site on a Per Call Up Basis

- .1 Work site access will be as directed by the Chief, Facilities Management or his/her delegate.
- .2 Movement around the site is subject to restrictions laid down by the Chief, Facilities Management or his/her delegate.
- .3 Do not unreasonably encumber the site with materials or equipment.
- .4 All equipment operators must have a valid criminal record check thru Canadian Police Information Centre (CPIC) prior to accessing the Institutional grounds.

1.8 Guarantee

- .1 The supplier will guarantee all workmanship for a period of one year after acceptance by the Chief, Facilities Management or his/her delegate. Any defects which may develop during this period will be rectified and made good to the satisfaction of the Chief, Facilities Management or his/her delegate, by the supplier at their own expense.

1.9 Codes and Standards

- .1 Perform work to and enforce safety measures standards in accordance with the Canadian Labour Code Part II and the New Brunswick Occupational Health and Safety Act.
- .2 Supplier must be registered with WorkSafeNB and provide proof of such to CSC prior to award of contract.
- .3 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and health Canada.

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.4 Work to meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.

1.10 Overloading

.1 Suppliers is responsible to ensure that no part of the work performed subjects adjacent structures to unsafe loads or permanent deformation

1.11 Clean up

.1 On completion of all work, the supplier will remove all surplus material, tools, equipment and debris. The site must be left in a clean and tidy condition which meets the satisfaction of the Chief, Facilities Management or his/her delegate. The supplier will not remove any salvageable material or equipment from the job site without permission from the Chief, Facilities Management or his/her delegate.

1.12 Work Requisition

.1 All work is to be done only when directed by the Chief, Facilities Management or his/her delegate.

.2 The supplier will provide service on an as required basis, when requested by the Chief, Facilities Management or his/her delegate;

.3 The supplier shall advise the Chief, Facilities Management or his/her delegate of the telephone number at which they or their representatives may be contacted at any time;

.4 The supplier, on receipt of an authorized standing offer, will be advised by the Chief, Facilities Management or his/her delegate, in writing, the names of persons authorized to request service. Work undertaken at the request of others will be entirely at the supplier's risk with regard to payment;

.5 The supplier will not refuse any calls for service and will respond within 24 hours to service calls and 4 hours on emergency calls related to repairs to underground infrastructure.

.6 When service is required, the Chief, Facilities Management or his/her delegate shall notify the supplier via call-up and detail the requirement.

1.13 Quantities and Basis of Payment

.1 The work performed under this Standing Offer Agreement shall be paid for on a unit price basis as per Annex B-Basis of Payment. The supplier will accept the payment as full consideration for everything furnished and done by him/her with respect to the work

.2 The supplier will submit rates in accordance with the specification. Such prices will include supervision, expenses, tools, equipment, and transportation (travel time to and from the suppliers base of operation will be included in the rates provided).

.3 Use of equipment with operators will be measured in hourly rates for time on site and working

.4 If Equipment is no longer required due to weather conditions or other circumstances there will be no minimum daily hours.

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.5 The supplier is required to submit invoices monthly outlining the dates of services rendered, equipment used and hours worked.

.6 Time charged and contract price may be verified by Chief, Facilities Management or his/her delegate before or after payment is made under the terms of this Standing Offer.

Health, Safety and Environmental Requirements;

2.1 References

- .1 Canada Labour Code, Part II, Canada Occupational Safety and Health Regulations.
- .2 National Building Code of Canada, 2010.

2.2 Regulatory Requirements

.1 Do work in accordance with the safety requirements measures of the National Building Code of Canada 2010, the Canada Labour Code Part II, the New Brunswick Occupational Health and Safety Act and WorkSafeNB provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

2.3 Responsibility

.1 Supplier is responsible for the health and safety of all persons on site. Supplier is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.

.2 Supplier and all supplier's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with supplier's site-specific Health and Safety Plan.

.3 As outlined in the Canada Labour Code Part II, the supplier is responsible to provide a site-specific Health and Safety Plan. Prior to award the companies Health and Safety Plan is to be submitted and approved by the Chief, Facilities Management or his/her delegate.

.4 As per the Canada Labour Code Part II, it is the supplier's responsibility to employ their own Lock Out/Tag Out program to ensure that equipment is not energized by other personnel while they are working in or around equipment.

.5 It is the supplier's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work ,including but not limited hard hats, safety glasses, footwear and safety vests are to be worn at all times.

2.4 Unforeseen Hazards

.1 Should any unforeseen or peculiar hazards safety-related factor, hazard, or condition become evident during performance of work, the supplier must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of New Brunswick. The supplier is to advise the Chief, Facilities Management or his/her delegate verbally and in writing of any employee who exercises this right.

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2.5 Correction of Non-Compliance

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Chief, Facilities Management or his/her delegate.
- .2 Provide Chief, Facilities Management or his/her delegate with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Chief, Facilities Management or his/her delegate may stop work if non-compliance of health and safety regulations is not corrected.

2.6 Work Stoppage

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work.

2.7 Rubbish and Waste Materials

- .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Burning of rubbish is prohibited.
- .3 Remove all rubbish from work site at end of work day or shift or as directed.

2.8 Disposal of Wastes

- .1 Do not bury rubbish and waste materials on site unless approved by Chief, Facilities Management or his/her delegate.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

2.9 Spill Protection

- .1 The supplier must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. Foams, fuels, oils, lubricants, etc). Spill kits are required on all work sites and are to be supplied by supplier. Fuel or hydraulic leaks, equipment is to be shut down and not moved from site until cleared by Chief, Facilities Management or his/her delegate

3.0 Flammable and Combustible Liquids

- .1 Handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada
- .2 Flammable and combustible liquids such as gasoline, kerosene and naphtha will be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 45 litres for work purposes requires permission of Chief, Facilities Management or his/her delegate

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- .3 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .4 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38° C such as naphtha or gasoline will not be used as solvents or cleaning agents.

Equipment

This section specifies requirements for the supply, maintenance and operators for heavy equipment.

3.1 Equipment Supply & Conditions

- .1 Equipment provided for the purpose of this agreement are accepted at the risk of the supplier for the duration of the contract.

3.2 Equipment

- .1 No claim, demand or legal proceeding is to be brought against the Crown in respect to damage of equipment caused by negligence of the operator.
- .2 The following equipment or equivalent equipment is required for this Standing Offer Agreement:
 - .1 Excavator with bucket capacity range (heaped) from 0.4 to 0.8 cubic meters, with ditching bucket or hydraulic thumb if required and operating weight approximately 15,000 kilograms, estimated quantity 1 (one);
 - .2 Excavator with bucket capacity range (heaped) from 0.4 to 1.5 cubic meters, with ditching bucket operating weight approximately 21,000 kilograms, estimated quantity 1 (one);
 - .3 100hp -150hp bulldozer or grater with flywheel power equal to 80 horsepower equipped with power angle and 6 way tilt blades. Quantity 1 (one)
 - .4 Loader with a flywheel power with a capacity of 160 - 230 horsepower. Quantity 1 (one)
 - .5 Backhoe Loader with a flywheel power equal to 75 horsepower or greater. Quantity 1 (one)
 - .6 Grader with a 12 foot mould board and flywheel power equal to 179 – 200 horsepower.
 - .7 Tandem dump trucks with 15 Cu Yd Box box. Quantity 3 (three)
 - .8 Loader equipped 205hp snow blower or more with truck loading ability.
 - .9 Equipment used for this standing offer agreement are to be a model year 2005 or newer. Equipment older than 2005 will have to have a full inspection completed by a Provincial Motor Vehicle Inspector before it is allowed on institutional property.
- .3 License and inspected in accordance with provincial regulations.
- .4 To be equipped with standard night working lights.
- .5 Equipped with back-up beeper and horn.
- .6 Repair any damage to equipment expeditiously.

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.7 Maintain equipment in good running order for duration of the contract.

.8 Lubrication and fluid level checks will be carried out by the supplier. All minor on site repairs and maintenance will be carried out by the supplier at their expense. The supplier shall be responsible for supplying proper fluids, lubricants, filters and tools for carrying out all onsite maintenance. The supplier shall also be responsible, at their expense, for the proper disposal of waste oils, filters and containers.

.9 Supplier's equipment operators will be fully licensed in accordance with provincial requirements and workmanship to be performed to an industry standard.

3.3 Constraints

.1 The supplier`s operators are required, upon arrival to the site to log into the institutional Visitor`s Register maintained at the Dorchester Penitentiary`s respective sector`s Principal Entrance, registering their names, times of arrival and departures in accordance with security requirements

.2 Suppliers may be required to provide a minimum of three trucks on site if required for snow hauling operation.