

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**PWGSC/TPSGC Acquisitions Bid**  
**Receiving/Réception des Soumissions**  
**126 Prince William Street/**  
**126, rue Prince William**  
**Suite 14B**  
**Saint John**  
**New Brunswick**  
**E2L 2B6**  
**Bid Fax: (506) 636-4376**

## Request For a Standing Offer Demande d'offre à commandes

### Regional Individual Standing Offer (RISO)

### Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Saint John, NB (STJ)  
126 Prince William Street/  
126, rue Prince William  
Suite 14B  
Saint John  
New Bruns  
E2L 2B6

<b>Title - Sujet</b> RISO General Maint. - PEI Armouries	
<b>Solicitation No. - N° de l'invitation</b> W6898-200457/A	<b>Date</b> 2019-12-27
<b>Client Reference No. - N° de référence du client</b> W6898-200457	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$STJ-004-4486
<b>File No. - N° de dossier</b> STJ-9-42040 (004)	<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 2020-01-22</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Johnston (STJ), Edward	<b>Buyer Id - Id de l'acheteur</b> stj004
<b>Telephone No. - N° de téléphone</b> (506)343-6382 ( )	<b>FAX No. - N° de FAX</b> (506)636-4376
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 5 CDSB GAGETOWN BLDG 18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b>	
<b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<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 (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 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, 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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 Basis of Payment, Certifications Precedent To Standing Offer Award, a Reminder to submit a Complete List of names of all individual who are currently directors of the Offeror, Electronic Payment Instruments and the Specification.

### **1.2 Summary**

The Department of National Defence (DND) has a requirement for the establishment of a Regional Individual Standing Offer (RISO). Work covered in this Standing Offer Agreement comprises the furnishing of all labour, material, tools and equipment required to complete all the maintenance tasks pertaining to the Civil, Structural, Mechanical and Electrical Technologies and Trades at the Queen Charlotte Armoury, Support Detachment, HMCS Queen Charlotte, Brighton Compound and at Summerside Armoury, Prince Edward Island. The work will be performed as and when requested, from April 01, 2020 to March 31, 2022. All work is to be completed in accordance with the Specification attached Annex "D" forming part of the bid document.

### 1.3 Debriefings

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

### 2.1 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 Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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](#) (2019/03/04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
M0019T	Firm Price and/or Rates	2007/05/25

### 2.2 Submission of Offers

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.

Offers by facsimile will be accepted. Facsimile number is (506) 636-4376

### 2.3. Former Public Servant

#### Former Public Servant - Competitive Requirements

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

## Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

## Work Force Adjustment Directive

Solicitation No. - N° de l'invitation  
W6898-200457/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
stj004

Client Ref. No. - N° de réf. du client  
W6898-200457

File No. - N° du dossier  
STJ-9-42040

CCC No./N° CCC - FMS No./N° VME

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Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### **2.4. 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 question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

#### **2.5. 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 **Prince Edward Island**.

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**

### **3.1. Offer Preparation Instructions**

Section I: Financial Offer

Offerors must submit their financial offer in accordance with the "Annex A" "Basis of Payment". The total amount of Applicable Taxes must be shown separately, if applicable.

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Financial Evaluation**

Offerors will be evaluated on the basis of the lowest overall Total Estimated Cost in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Estimated Cost will be calculated using the estimated usage figures on each of the Unit Price Tables (See Annex "A"). Offerors are not required to submit prices for all locations however are required to bid on all line items in the selected location or their offer may be considered non-responsive. Each location will be evaluated separately and separate Standing Offers will be awarded for each location.

#### **4.2 Basis of Selection**

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.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.



## 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](#), to be given further consideration in the procurement process.

### 5.1.2 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

## 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed in **Annex “B” Certifications Precedent to Standing Offer Award** should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

### 5.2.1 SACC Manual Clauses - Status and Availability of Resources

SACC Reference	Section	Date
M3020T	Status and Availability of Resources	2016-01-28

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified herein.

If the information is not provided in the offer, 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.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7A.1 Offer

**7A.1.1** The Offeror offers to fulfill the requirement in accordance with the Specification at Annex "D".

#### 7A.2 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### 7A.2.1 General Conditions

2005 (2017/06/21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 7A.3 Term of Standing Offer

##### 7A.3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from April 01, 2020 to March 31, 2022.

#### 7A.4. Authorities

##### 7A.4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Edward Johnston  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Real Property Contracting  
126 Prince William Street  
Saint John, New Brunswick  
E2L 2B6

Telephone: (506) 343-6382  
Facsimile: (506) 636-4376  
E-mail address: [edward.johnston@pwgsc-tpsgc.gc.ca](mailto:edward.johnston@pwgsc-tpsgc.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.

##### 7A.4.2 Project Authority

Solicitation No. - N° de l'invitation  
W6898-200457/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
stj004

Client Ref. No. - N° de réf. du client  
W6898-200457

File No. - N° du dossier  
STJ-9-42040

CCC No./N° CCC - FMS No./N° VME

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The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

#### **7A.4.3 Offeror's Representative** (Offeror please complete)

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

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

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

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

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

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

E-mail address: \_\_\_\_\_

#### **7A.5 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

#### **7A.6 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence.

#### **7A.7 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form CF942, *Call-up Against a Standing Offer*.

#### **7A.8 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included).

#### **7A.9 Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$1,000,000.00** (Applicable Taxes excluded) 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 4 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.

#### **7A.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 (2017/06/21), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 2010C (2018-06-21) General Conditions - Services (Medium Complexity)
- e) Annex D, Specification;
- f) Annex A, Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) the Offeror's offer dated \_\_\_\_\_

#### **7A.11 Certifications**

##### **7A.11.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional information, or if 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.

#### **7A.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 **Prince Edward Island**.

### **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.

#### **7B.1 Specification**

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

## **7B.2 Standard Clauses and Conditions**

### **7B.2.1 General Conditions**

2005 (2017/06/21), General Conditions - Standing Offers - Goods or Services

### **7B.2.2 Supplemental General Conditions**

2010C (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

## **7B.3 Term of Contract**

### **7B.3.1 Period of the Contract**

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

## **7B.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## **7B.5 Payment**

### **7B.5.1 Basis of Payment**

Refer to "Annex "A" – Basis of Payment.

### **7B.5.2 Limitation of Price**

*SACC Manual* clause C6000C (2011/05/16) Limitation of Price

### **7B.5.3 Method of Payment**

*SACC Manual* clause H1001C (2008/05/12) Multiple Payments

## **7B.6 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.

## **7B.7 Insurance Requirements**

## **Insurance - Specific Requirements**

The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.

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stj004

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- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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## ANNEX "A"

### BASIS OF PAYMENT PRICE SCHEDULE

April 01, 2020 until March 31, 2022

Item	Description, Class of Labour, Material or Plant	Unit of Measure	Estimated Hrs / Qty	Unit Price \$    ¢	Total Price \$            ¢
1	Carpenter	Hour	2,500		
2	Plumber	Hour	2,500		
3	Electrician	Hour	2,500		
4	Labourer (will be priced at 50% of the Carpenter rate above).	Hour	4,000		
5	Additional trades – Sub-Contractor Allowance (see 1.19.3 under Section 00 21 13)	Allowance	1	\$300,000.00	\$300,000.00
6	All product and materials will be invoiced at the Contractor's wholesale cost plus a percentage for mark-up, estimated at \$200,000.00. The Contractor is to submit a percent of mark-up for tendering purposes: _____ % Allowance + Mark-up = TOTAL	Allowance	\$200,000	Mark-up in \$ _____	Allowance + Mark-up = \$ _____
<b><u>Total Estimated Amount used for Evaluation</u></b>		\$ _____			

Note: The estimated quantity entered in column four for each item is an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.



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## **ANNEX “B”**

### **CERTIFICATIONS PRECEDENT TO STANDING OFFER AWARD**

1. Within seven (7) days and prior to issuance of Standing Offer, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
2. Within seven (7) days and prior to issuance of Standing Offer, the Bidder shall be required to provide proof of Liability Insurance in the amount of \$2,000,000.00.
3. Within seven (7) days and prior to issuance of Standing Offer, the Bidder must provide proof that he is an established general contracting company with a minimum of three (3) years' experience in new construction and building renovations.
4. All work requested under this Standing offer is to be performed by qualified tradespersons, licensed by the Prince Edward Island Department of Post-Secondary Education, Training and Labour. Proof of such license must be provided within seven (7) days and prior to issuance of Standing Offer and will be required for each individual who will perform work under this agreement.

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## **ANNEX “D”**

### **Specification**



**DEPARTMENT OF NATIONAL DEFENCE  
REAL PROPERTY OPERATIONS  
DETACHMENT (GAGETOWN)  
5 CDSB GAGETOWN**

**SPECIFICATION**

STANDING OFFER AGREEMENT  
GENERAL MAINTENANCE  
QUEEN CHARLOTTE ARMOURY, CHARLOTTETOWN, PE  
SUPPORT DETACHMENT, CHARLOTTETOWN, PE  
HMCS QUEEN CHARLOTTE, CHARLOTTETOWN, PE  
BRIGHTON COMPOUND, CHARLOTTETOWN, PE  
SUMMERSIDE ARMOURY, SUMMERSIDE, PE  
01 APRIL 2020 TO 31 MARCH 2022

  
Designed by

  
Fire Inspector

  
Project O

  
Engineering O

PF No:

Job No: L-C135-9900/48

Date: 2019-05-27

<b>NATIONAL DEFENCE</b>	<b>INDEX</b>	<b>SECTION 00 01 11</b>
<b>JOB NO.L-C135-9900/48</b>		<b>PAGE 1</b>
<b>5 CDSB GAGETOWN, N.B.</b>		<b>2019-05-27</b>

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
00 21 13	Instructions to Bidders	6
<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety	2
01 35 35	DND Fire Safety Requirements	3
01 35 43	Environmental Protection	1

**END OF SECTION**

## 1 GENERAL

### 1.01 DESCRIPTION OF WORK

- .1 The work under this Standing Offer Agreement comprises the furnishing of all labour, material, tools, and equipment required to complete all the maintenance tasks pertaining to the Civil, Structural, Mechanical and Electrical Technologies and Trades at the Queen Charlotte Armoury, Support Detachment, HMCS Queen Charlotte, Brighton Compound and at Summerside Armoury as requested on Form CF 942, Requisition Against A Standing Offer, as directed by the Engineer and specified herein.
- .2 Queen Charlotte Armoury is located at 3 Haviland Street, Charlottetown, PE.
- .3 HMCS Queen Charlotte is located at 210 Water Street Parkway, Charlottetown, PE.
- .4 Support Detachment is located at 88 Watts Avenue, West Royalty Industrial Park, Charlottetown, PE.
- .5 Brighton Compound is located at 129 Brighton Rd, Charlottetown, PE.
- .6 Summerside Armoury is located at Bldg 64, 10 Parkway Dr, Slemon Park, Summerside, PE.

### 1.02 DURATION OF CONTRACT

- .1 The period of this Standing Offer Agreement is from the 01 April 2020 to 31 March 2022.

### 1.03 QUALIFICATIONS

- .1 The Contractor will be an established general contracting company with a minimum (3) three years experience in new construction and building renovations.
- .2 All work requested under this Contract is to be performed by qualified tradespersons licensed by the Prince Edward Island Department of Post-Secondary Education, Training and Labour. Proof of such license must be provided prior to award of this Standing Offer Agreement, for each individual who will perform work under this agreement.

### 1.04 ENGINEER

- .1 The Engineer, as defined and stated in this specification will be the Officer Commanding Real Property Operations Detachment (Gagetown) or a designated representative.  
The address of the Engineer is:  
Contracts Officer  
Real Property Operations  
Detachment (Gagetown)  
Building B18  
238 Champlain Avenue

PO Box 17000 Station Forces  
Oromocto, NB E2V 4J5  
Tel (506) 422-2677  
Fax (506) 422-1248

#### **1.05 DOCUMENTS REQUIRED**

- .1 Maintain at job site, one copy each of following:
  - .1 Specifications;
  - .2 Addenda;

#### **1.06 CONTRACTOR'S USE OF SITE**

- .1 Work site access will be as directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
- .3 Do not unreasonably encumber the site with materials or equipment.

#### **1.07 POWER AND WATER**

- .1 DND can provide, free of charge, temporary electric power and water for the purposes of this agreement.
- .2 Engineer will determine delivery points and quantitative limits. Engineer's written permission is required before any connection is made. Connect to existing power supply in accordance with Canadian Electrical Code.
- .3 Contractor to provide, at no cost to DND, all equipment and temporary lines to bring these services to work site.
- .4 Supply of temporary services by DND is subject to DND requirements and may be discontinued by Engineer at any time without notice or acceptance of any liability for damage or delay caused by such withdrawal of temporary services.

#### **1.08 ACCEPTABILITY OF MATERIAL**

- .1 Material and parts used will be those specified by the manufacturer of the equipment and any other material will require the approval of the Engineer.
- .2 Provide material and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.
- .3 The Contractor will not make any change in the design and installation of equipment and materials without prior written approval of the Engineer.
- .4 If, in an emergency, the Contractor installs parts other than those specified, they will be replaced with specified parts before claiming payment, but no claim for other than specified parts will be made.
- .5 All replaced parts and materials not under warranty, whether serviceable or unserviceable will be left on site for inspection on completion of the work.
- .6 All manufactured articles, materials, and equipment will be applied,

installed, connected and used as specified by the manufacturer.

- .7 Requests for acceptance of material other than those specified will be submitted in writing to the Engineer. The request must be supported with sufficient product information to enable the Engineer to make an assessment.

#### **1.09 GUARANTEE**

- .1 The Contractor will guarantee all materials and workmanship for a period of one year or the manufacturer's guarantee, whichever is longer, after acceptance by the Engineer. Any defects which may develop during this period will be rectified and made good to the satisfaction of the Engineer, by the Contractor at their own expense.

#### **1.10 CODES AND STANDARDS**

- .1 Perform work in accordance with the National Building Code of Canada (NBC) and any other code of provincial or local application. Latest Edition unless otherwise specified.
- .2 Contractor must be registered with the Workers Compensation Board of Prince Edward Island.
- .3 When necessary, the Contractor must provide their own Confined Space Entry Procedure with a Site Safety Plan. The Contractor will provide a copy of their Confined Space Certification to the Engineer, upon request.
- .4 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.
- .5 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.

#### **1.11 OVERLOADING**

- .1 Ensure no part of work is subject to a load which will endanger its safety or will cause permanent deformation.

#### **1.12 TEMPORARY STRUCTURES**

- .1 The Contractor will furnish and maintain all equipment such as temporary ramps, ladders, scaffolds, hoists, chutes, etc, as may be required for the proper execution of the work.
- .2 Temporary structures erected by the Contractor will remain their property and will be removed by them from the site on completion of the work.

#### **1.13 TOOLS AND EQUIPMENT**

- .1 The Contractor is required to supply all basic personal tools and construction equipment.



- .2 Authorization will be obtained from the Engineer prior to renting any tools or equipment.

#### 1.14 CUTTING, FITTING AND PATCHING

- .1 Execute cutting, fitting and patching required to make work fit properly.
- .2 Where new work connects with existing and where existing work is altered, cut, patch and make good to match existing work.

#### 1.15 WORKMANSHIP

- .1 Workmanship will be of a uniformly high standard and in accordance with generally accepted trade practice.

#### 1.16 COORDINATION OF WORK

- .1 Work will be coordinated in such a manner as to disrupt the building occupants as little as possible.

#### 1.17 CLEAN UP

- .1 On completion of all work, the Contractor will remove all surplus material, tools, equipment and debris. The building and site must be left in a clean and tidy condition which meets the satisfaction of the Engineer. The Contractor will not remove any salvageable material or equipment from the job site without permission from the Engineer.

#### 1.18 WORK REQUISITION

- .1 All work is to be done only when directed by the Engineer on form CF942, Call-Up Against a Standing Offer and as follows;
  - .1 The Contractor will provide service during normal working hours on an eight (8) hour per day, five (5) days per week basis between the hours of 0730 hours to 1600 hours Monday to Friday inclusive and emergency service after normal working hours.
  - .2 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.
  - .3 The Contractor, upon receipt of the Standing Offer Agreement, will be advised by the Engineer in writing of the names of persons authorized to request service. Work undertaken at the request of others, such as building occupants, will be entirely at the Contractor's risk with regard to payment.
  - .4 The Contractor will not refuse any call for service by the Engineer and will initiate the work within 24 hours on normal service calls and within 4 hours on emergency service calls.
  - .5 When service is required, the Engineer will notify the Contractor. When requested by the Engineer, a written estimate will be provided indicating labour, and material costs in accordance with this Standing Offer Agreement. Service will be requested on form CF942, Call-Up Against a Standing Offer. This form will detail the work to be done and will be signed by the Engineer or his Representative. One copy of this form will be given to the Contractor.
  - .6 The Contractor will report to the Building Custodian prior to starting

- work and upon completion of work on a daily basis to sign in and out.
- .7 After reporting, the Contractor will proceed to the job and carry out the work. The contractor will provide daily work reports to the Engineer detailing work performed, contractor's employees assigned to work, location or building number of work site, hours worked for each employee, trade of each employee and materials used in the completion of the work and any recommendations for additional work that may be required. This work report must indicate the work order number and the requisition number by which the work was requested from the Engineer.
- .8 The Contractor is to have the Building Custodian sign the work report either at the end of the work day or at the beginning of the next work day while signing in. The Standard Operating Procedure for work reports will be provided to the successful bidder after award of Contract.
- .9 The Contractor is to return one copy of the signed form CF942 that requested the work with their invoice, as well as copies of all daily work reports and copies of all contractor's wholesale invoices for material used in the completion of the work. Invoices must detail the location and description of work performed for each CF942. The Contractor's invoice shall reference the contract, work order and requisition numbers issued on the CF942.
- .10 The Contractor will submit their invoice for payment to the Engineer within 15 working days of completion of each CF942, Call-Up Against a Standing Offer.

#### 1.19 QUANTITIES AND BASIS OF PAYMENT

- .1 The work performed under this Standing Offer Agreement shall be paid on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by them in respect of the work.
- .2 The Contractor will submit an hourly rate and material mark up for the following in accordance with the specifications. Such prices will include supervision, expenses, tools, equipment, transportation (travel time to and from the contractors base of operation will be included in the rates provided) and profit. Please provide rate per hour for the trades listed below,
- .3 When there is a requirement for a Trade not listed in the "Estimated Quantities by Trade" the Engineer will review the work with the Contractor and authorize a mutually acceptable Sub-Contractor. For invoicing purposes, the Contractor will include with their invoice to the Engineer a copy of the Sub-Contractors invoice for time and materials, plus a 10% mark-up on the cost before taxes.
- .4 All materials will be invoiced at the Contractor's wholesale cost, plus a percentage of mark-up. Contractor shall submit all invoices for materials as supporting documentation when submitting invoices for work completed. For tendering purposes, the Contractor will submit their percent of mark-up on material.
- .5 Time charged and contract price of materials, if any used, may be verified by Government Audit before or after payment is made under the terms of this Standing Offer Agreement.

- .6 The above mentioned quantities may increase or decrease and are used only as a guide for tendering. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.

#### 1.20 SECURITY CLEARANCE

- .1 The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, tradespersons, drivers and labourers. This roster must be made available to the Engineer upon request.
- .2 Security procedures require, that when requested by the Engineer, the Contractor will provide to the Engineer at no cost to DND, a copy of a Canadian Police Certificate for Employment for each employee who will work on this Standing Offer Agreement.

END OF SECTION

## 1 GENERAL

### 1.01 REFERENCES

- .1 Canada Labour Code, Part II, Canada Occupational Safety and Health Regulations.
- .2 Province of Prince Edward Island Occupational Health and Safety Act, R.S.P.E.I 1988.
- .3 National Building Code of Canada (Latest Edition).

### 1.02 REGULATORY REQUIREMENTS

- .1 Do work in accordance with the safety measures of the National Building Code of Canada, the Canada Labour Code Part II, the Prince Edward Island Occupational Health and Safety Act and Workers Compensation Board of Prince Edward Island provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

### 1.03 RESPONSIBILITY

- .1 Contractor is responsible for the health and safety of all persons on site. Contractor 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 Contractor and all contractor'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 Contractor's site-specific Health and Safety Plan.
- .3 As outlined in the Canada Labour Code Part II, the Contractor is responsible to provide a site-specific Health and Safety Plan that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 Real Property Operations Detachment (Gagetown) employs a Lock Out/Tag Out program to prevent work related injuries due to electrical or mechanical systems being energized while personnel are working in or around these systems. The Contractor must respect these locks and tags when encountered. Do not forcibly remove these locks and/or tags at any time. If the Contractor requires that these be removed to perform work, a request is to be made to the Engineer for such removal.
- .5 As per the Canada Labour Code Part II, it is the Contractor'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.
- .6 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work.

#### 1.04 UNFORESEEN HAZARDS

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of Prince Edward Island. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right.

#### 1.05 CORRECTION OF NON-COMPLIANCE

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

#### 1.06 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.

END OF SECTION

## **1 GENERAL**

### **1.01 REPORTING FIRES**

- .1 Know location of nearest fire alarm box and telephone, including emergency phone number.
- .2 Report immediately all fire incidents to Fire Department as follows:
  - .1 telephone 911.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

### **1.02 INTERIOR AND EXTERIOR FIRE PROTECTION AND ALARM SYSTEMS**

- .1 Fire protection and alarm system will not be:
  - .1 obstructed;
  - .2 shut-off; and
  - .3 left inactive at end of working day or shift without authorization from Fire Chief.
- .2 Fire hydrants, standpipes and hose systems will not be used for other than fire-fighting purposes unless authorized by Fire Chief.

### **1.03 FIRE EXTINGUISHERS**

- .1 Supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.

### **1.04 BLOCKAGE OF ROADWAYS**

- .1 Advise Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by Fire Chief, erecting of barricades and digging of trenches.

### **1.05 SMOKING PRECAUTIONS**

- .1 Observe smoking regulations at all times.

### **1.06 RUBBISH AND WASTE MATERIALS**

- .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Burning of rubbish is prohibited.
- .3 Removal:
  - .1 Remove all rubbish from work site at end of work day or shift or as directed.
- .4 Storage:
  - .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
  - .2 Deposit greasy or oily rags and materials subject to spontaneous

combustion in approved receptacles and remove.

#### 1.07 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 Fire Chief.
- .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.
- .6 Flammable and combustible waste liquids, for disposal, will be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and Fire Department is to be notified when disposal is required.

#### 1.08 HAZARDOUS SUBSTANCES

- .1 Work entailing use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, will be in accordance with National Fire Code of Canada.
- .2 Obtain from Fire Chief a "Hot Work" permit for work involving welding, burning or use of blow torches and salamanders, in buildings or facilities.
- .3 When Work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for Fire Watch is at discretion of the Fire Chief. Contractors are responsible for providing fire watch service for work on a scale established and in conjunction with Fire Chief at pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation will be assured and all sources of ignition are to be eliminated. Fire Chief is to be informed prior to and at cessation of such work.

#### 1.09 QUESTIONS AND/OR CLARIFICATION

- .1 Direct any questions or clarification on Fire Safety in addition to above requirements to Fire Chief through the Engineer.

#### 1.10 FIRE INSPECTION

- .1 Site inspections by Fire Chief will be coordinated through Engineer.

- .2 Allow Fire Chief unrestricted access to work site.
- .3 Co-operate with Fire Chief during routine fire safety inspection of work site.
- .4 Immediately remedy all unsafe fire situations

**END OF SECTION**



## **1 GENERAL**

### **1.01 GENERAL**

- .1 Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.

### **1.02 FIRES**

- .1 Fires and burning of rubbish on site not permitted.

### **1.03 DISPOSAL OF WASTES**

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

### **1.04 SPILL PROTECTION**

- .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. Foams, fuels, oils, lubricants, etc).

**END OF SECTION**