

PART 1 - GENERAL

- 1.1 REFERENCES .1 National Building Code of Canada (NBC) (2015) including all amendments up to tender closing date.
- 1.2 WORK COVERED BY CONTRACT DOCUMENTS .1 Work of this contract covers various improvements to the Signal Hill Parking Area located at Signal Hill, St. John's, NL performed in strict accordance with the specifications, plans and subject to the terms and conditions of the contract.
- 1.3 SCHEDULE OF WORK .1 No work can commence on site until September 6th, 2016. The Contractor shall utilize time between contract award and on-site mobilization to have all submittals reviewed and returned and materials ordered and shipped to coincide with mobilization or as needed to respect the project schedule.
- 1.4 DESCRIPTION OF WORK .1 The work will consist of, but not necessarily be limited to:
- .1 Complete mobilization of all labour, equipment and materials to the site required to execute the work.
 - .2 Removal of:
 - .1 Existing storm sewer system including catch basins and manholes.
 - .2 Existing concrete curb and asphalt walkways.
 - .3 Existing asphalt to full depth or milling as indicated.
 - .3 Supply and installation of new storm sewer system including manholes and catch basins.
 - .4 Supply and installation of new concrete sidewalks, walkways and curbs.
 - .5 Supply and installation of new asphalt surfaces and base and subbase granulars as indicated.
 - .6 Guide rail section and post repairs.
 - .7 Line painting.
 - .8 Installation of site features, including bollards, benches, garbage cans and shrubs.
 - .9 Electrical works including conduit, wiring, light fixtures, and receptacles.
 - .10 Provision of a detailed traffic and pedestrian movement plan showing how the site will remain accessible at all times during construction.
 - .11 Delineation of the work site with a 2.44m high wire fence.

1.4 DESCRIPTION OF WORK	.1	(Cont'd)
(Cont'd)		
		.12 Install metal swing gate to prevent vehicular traffic from entering the work site for the duration of the contract.
		.13 Maintain access to all pedestrian walkways for the duration of the contract.
		.14 All work as indicated on the accompanying drawings and herein specified.
		.15 Complete demobilization of all equipment and materials from site, including final cleanup.
1.5 SITE OF WORK	.1	The work will be carried out at Signal Hill National Historic Site, St. John's, NL.
1.6 TERM ENGINEER	.1	Unless specifically stated otherwise, the term Engineer where used in the specifications and on the drawings shall mean the Departmental Representative as defined in the General Conditions of the Contract.
1.7 EXAMINATION OF SITE	.1	Prior to submitting a Bid for this work, it is recommended that Bidders visit the site of work and make their own assessment of the condition of the existing site conditions, the facilities available in the area, the severity, exposure and general uncertainty of weather conditions, actual site and soil conditions and any other contingencies which may attend the execution of this contract.
1.8 CODES, LEGISLATIVE REQUIREMENTS & GUIDELINES	.1	The following codes and legislative requirements shall be in effect for this project:
		.1 Environment Act of the Province of Newfoundland and Labrador.
		.2 Environmental Control (Water & Sewer) Regulations of the Province of Newfoundland and Labrador.
		.3 Waste Material Disposal Act of the Province of Newfoundland and Labrador.
		.4 Canadian Environmental Protection Act.
		.5 Transportation of Dangerous Goods Act/Regulations.
		.6 Canadian Fisheries Act.
		.7 Canada Labour Code Occupational Health and Safety Standards.
		.8 National Building Code of Canada, 2015.
		.9 National Fire Code of Canada, 2015.

1.8 CODES, LEGISLATIVE.
REQUIREMENTS &
GUIDELINES
(Cont'd)

(Cont'd)

.10 Newfoundland Occupational Health and Safety Act and Regulations. Occupational Health and Safety Act RSN 1990, Chapter 0-3.

.11 Canadian Electrical Code, Part I, CSA C22.1-2015.

.12 Public Works and Government Services Canada "Electrical Safety Requirements" document dated June 1995. (Includes Lockout Procedures).

.13 The Storage and Handling of Gasoline and Associated Products Regulations by the Province of Newfoundland and Labrador.

.14 Canadian Construction and Canada Labour Safety.

.15 Codes: Provincial Government, Workers' Compensation Board; and Municipal Statutes and Authorities.

.16 Provincial Construction and Labour Codes, Workers' Compensation Board, Municipal Statutes and Authorities.

.17 Any other Federal, Provincial, Municipal and Local Code, Standard, Regulation, Guideline, By-Law or Ordinance having jurisdiction.

.2 In any case of conflict or discrepancy, the more stringent requirements shall apply.

.3 Ensure the requirements of the contract documents and all specified codes, standards and referenced documents are met or exceeded.

.4 These standards shall be considered an integral part of the specifications and shall be read in conjunction with the drawings and specifications. The Bidder shall be fully familiar with their contents and requirements as related to the work and materials specified.

1.9 TAXES, PERMITS,
LICENSES AND
CERTIFICATES

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

.2 Obtain and pay for all permits, licenses, fees and certificates required for the work.

.3 All Contractors and their sub-contractors are required to obtain and maintain local municipal permits prior to commencement of any work on site.

.1 Proof of payment must be kept on the job site at all times.

.2 Furnish the permits, licenses and certificates to the Departmental Representative prior to start of work.

.3 Provide the authorities having jurisdiction with all information as requested.

- 1.10 ABBREVIATIONS .1 The following abbreviations of standard specifications and acronyms have been used in this specification and on the drawings:
- .1 NBC - National Building Code of Canada
 - .2 CGSB - Canadian Government Specifications Board
 - .3 CSA - Canadian Standards Association
 - .4 ASTM - American Society for Testing and Materials
 - .5 NFC - National Fire Code of Canada
 - .6 CCME - Canadian Council of Ministers of the Environment
- .2 Where these abbreviations and standards are used in this project, the latest edition in effect on the date Bid Acceptance will be considered as applicable.
- 1.11 WORK SCHEDULE .1 Within seven (7) days after Acceptance of Bid, the Contractor will submit a schedule of work to the Departmental Representative showing the anticipated progress stages, sequence of events and the final completion of work.
- .2 All entries will be entered in the schedule to show an intended start date and an intended completion date using a horizontal bargraph method.
 - .3 Interim reviews of work progress based on the work schedule will be conducted as decided by the Departmental Representative.
 - .4 Should the Contractor or the Departmental Representative determine that the original schedule cannot be maintained, a revised schedule will be immediately initiated and submitted within three (3) days by the Contractor, to the Departmental Representative, for review.
 - .5 All work on the project will be completed within the time indicated on the Bid and Acceptance Form.
- 1.12 WORK COMMENCEMENT .1 The Contractor is to make every effort to ensure that sufficient labour, material, plant and equipment are mobilized to site at the earliest possible date after Acceptance of Bid.

1.13 CONTRACTOR'S
USE OF SITE

- .1 Use of site by the Contractor is limited to the execution of this work.
- .2 The Contractor shall install a metal swing gate to block all vehicular traffic access to the parking lot during construction.
- .3 The Contractor will be solely responsible for arranging the storage of materials on or off the site, any materials stored at the site which interfere with any of the day to day activities at or near the site will be moved promptly at the Contractors's expense upon request by the Departmental Representative. All arrangements for space and access will be made by the Contractor.
- .4 Exercise care so as not to obstruct or damage public or private property in the area.
- .5 At completion of work, restore adjacent areas to the original condition. Damage to ground and property will be repaired by the Contractor. Remove all construction materials, residue, excess, etc., and leave site in a condition acceptable to the Departmental Representative.
- .6 The contractor shall direct all media inquires/questions to the Departmental Representative.
- .7 Existing pedestrian walkways must remain passable at all times. Any closures must be requested in writing five (5) days prior and approved by Departmental Representative.

1.14 SETTING OUT
OF WORK

- .1 Supply such devices as straight edges and templates required to facilitate the Departmental Representative inspection of work.
- .2 Provide equipment and devices needed to lay out and construct work.
- .3 Supply stakes and other survey markers required for laying out of work.

1.15 SITE SECURITY

- .1 Contractors must coordinate access to site with Departmental Representative. Any requirements and cost for site security to protect the Contractor's work and equipment are the responsibility of the Contractor.

1.16 EXISTING
SERVICES

- .1 Before commencing work establish location and extent of existing storm sewer and underground electrical lines in area of work and notify the Departmental Representative of findings in writing.
- .2 Where unknown services are encountered, immediately advise the Departmental Representative and confirm findings in writing.
- .3 Remove abandoned service lines and cap or otherwise seal lines at cut-off points as directed.
- .4 Record locations of maintained, re-routed and abandoned service lines.

1.17 PROJECT
MEETINGS

- .1 The Departmental Representative will arrange all Project Meetings.
- .2 All Project Meetings will take place on site of work unless otherwise directed by the Departmental Representative.
- .3 The Departmental Representative will notify the participants of meetings.
- .4 The Departmental Representative will assume responsibility for recording minutes of meetings.
- .5 The Contractor will have a responsible member of the firm present at all Project Meetings.

1.18 DOCUMENTS
REQUIRED

- .1 Maintain at job site, one copy each document as follows:
 - .1 Contract Drawings.
 - .2 Specifications.
 - .3 Addenda.
 - .4 Reviewed Shop Drawings.
 - .5 List of Outstanding Shop Drawings.
 - .6 Change Orders.
 - .7 Other Modifications to Contract.
 - .8 Field Test Reports.
 - .9 Copy of Approved Work Schedule.
 - .10 Written Health and Safety Program.
 - .11 Job Safety and Hazardous Assessment Analysis Forms.
 - .12 Material Safety Data Sheets (MSDS).
 - .13 Confined Space "Entry Permits".
 - .14 Permits, Licenses and Certificates from Regulatory Authorities.
 - .15 Copy of Provincial Occupational Health and Safety Act and Regulations.

1.18 DOCUMENTS
REQUIRED
(Cont'd)

- .1 (Cont'd)
- .16 Copy of Canada Labour Code Part II.

1.19 SMOKING
PRECAUTION

- .1 There is a "No Smoking" policy at the work site.
- .2 Observe smoking regulations and restrictions at all times.
- .3 The Contractor must adhere to the Federal Government "No Smoking" policy while in Federal facilities and buildings.

1.20 RELICS AND
ANTIQUITIES

- .1 Protect relics, antiquities, items of historical or scientific interest such as cornerstones and contents, commemorative plaques, inscribed tablets, and similar objects found during course of work.
- .2 Give immediate written notice to the Departmental Representative and await Departmental Representative written instructions before proceeding with work in the area.
- .3 Relics, antiquities and items of historical or scientific interest remain Canada's property.
- .4 During excavating, the Departmental Representative will provide and pay for an archaeologist to be on site to witness the work. The Contractor shall cooperate and offer assistance to the archaeologist as required.

1.21 SALVAGE VALUE

- .1 Canada assumes no responsibility for the quality or quantity of any material removed under this project.
 - .2 Any assumptions made regarding the salvage value of any and all materials under this contract are by the Contractor only. All estimates of quality and quantity of salvaged materials are to be made by the Contractor.
 - .3 No consideration for payment will be made by Departmental Representative to the Contractor as a result of the Contractor receiving less than assumed salvage value of any materials.
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- 1.22 SPECIAL CONSIDERATIONS .1 All information and data gathered as part of the Contractor's Bid submission and/or execution of this project shall be "strictly confidential". This information will be submitted in writing to the Departmental Representative if requested.
- 1.23 CONFLICT OF INTEREST .1 The Contractor, its employees, agents and subcontractors, as part of its consideration under this contract, declares that it is not in a conflict of interest with respect to any and all work performed under this contract. Furthermore, if during the period of this contract the Contractor becomes aware of the potential for any real or perceived conflict of interest with respect to its performance of work under the contract, the Contractor is to immediately advise the Departmental Representative. The Contractor will take immediate steps to rectify any conflict of interest situation to Canada.
- 1.24 CERTIFICATION OF GOOD STANDING .1 For the purposes of this clause, a Letter of Recognition is written confirmation from a Construction Safety Association or similar organization that the Bidder has successfully completed a Certificate of Recognition or equivalent Program offered by such organizations. The content of the Program referred to herein shall address construction safety specifically.
- .2 In the event that a Confirmation of Enrollment was submitted prior to contract award, the Contractor shall complete the Certificate of Recognition or equivalent Program and provide a copy of a valid Letter of Good Standing to the Contracting Authority.
- .1 within 45 days immediately following the Acceptance of BID, or
- .2 by the date of issuance of the Certificate of Substantial Completion, or
- .3 within 5 days immediately following the Bidder's successful completion of the Program, whichever occurs first.
- .3 Notwithstanding the provision described in the Terms of Payment, no payments will be made until the Contractor has delivered a copy of the Letter of Good Standing to the Contracting Authority. No interest payments will be made as a result of this action by Canada.
- .4 Remain in good standing in the Program referred to above at least until the date set for the end of the warranty period established in accordance with Clause
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- 1.24 CERTIFICATION .4 (Cont'd)
OF GOOD STANDING
(Cont'd) GC3.13, Execution and Control of the Work and provide
evidence, acceptable to the Contracting Authority, of
good standing when requested in writing to do so.
- .5 Ensure that a similar provision forms part of all
other contracts issued as a result of this contract.