

### **1.1 SCOPE**

- .1 The work covered under this project consists of the furnishing of all plant, labour, equipment and material for Re-dredging at Saint Martin's Wharf Harbour, Saint John County, New Brunswick, in strict accordance with specifications and accompanying drawings and subject to all terms and condition of contract.
- .2 Only items in the Unit Price Table will be measured for payment. All other work necessary to complete the Contract will be considered incidental to the project and will not be measured separately for payment.

### **1.2 DESCRIPTION OF WORK**

- .1 The work will consist of but will not necessarily be limited to the following:
  - .1 Mobilization and Demobilization
  - .2 Class "B" Dredging to the depths and locations shown on the drawings.
  - .3 Transportation and disposal of dredge at Pit 1157, Vaughan Creek Road, located approximately 2 Km from St Martin's Wharf.

### **1.3 SITE OF WORK**

- .1 Work will be carried out at Saint Martin's Harbour, Saint John County, New Brunswick in the location as shown on the accompanying drawings.

### **1.4 DATUM**

- .1 Datum used for this project is Lowest Normal Tides (LNT) and is assumed to be 10.57 meters below BM PT Deck 2016.
- .2 Bidders are advised to consult the Tide Tables issued by Fisheries and Oceans in order to make sure of the tidal conditions affecting work.

### **1.5 FAMILIARIZATION WITH SITE**

- .1 All bidders, before submitting their bid, are required to inspect and examine the site and its surroundings and satisfy themselves as to the form and nature of the work and materials necessary for the completion of the works, the means of access to the site, severity, exposure and uncertainty of weather, soil conditions, any accommodations they may require, and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. No allowance shall be made subsequently in this connection on account of error or negligence to properly observe and determine the conditions that will apply.

- .2 Contractors, bidders or those they invite to site are to review specification Section 01 35 29 - Health and Safety Requirements before visiting site. Take all appropriate safety measures for any visit to site, either before or after acceptance of bid.

## 1.6 CODES AND STANDARDS

- .1 Perform work in accordance with the latest edition of the National Building Code of Canada, FCC Standard 373 - Standard for Piers and Wharves (<http://www.hrsdc.gc.ca/en/lp/lo/fp/standards/373.shtml>), and any other code of provincial or local application including all amendments up to project bid closing date provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.
- .2 Materials and workmanship must meet or exceed requirements of specified standards, codes and referenced documents.

## 1.7 LAYOUT OF WORK

- .1 Set grades and layout work in detail from control points and grades established by Departmental Representative.
- .2 Assume full responsibility for and execute complete layout of work to locations, lines and elevations indicated or as directed by Departmental Representative.
- .3 Provide devices needed to layout and construct work.
- .4 Supply such devices as straight edges and templates required to facilitate Departmental Representative's inspection of work.
- .5 Supply stakes and other survey markers required for laying out work.

## 1.8 WORK SCHEDULE

- .1 Submit within 7 work days of notification of acceptance of bid, a construction schedule showing commencement and completion of all work within the time stated on the Bid and Acceptance Form and the date stated in the bid acceptance letter.
- .2 Provide sufficient details in schedule to clearly illustrate entire implementation plan, depicting efficient coordination of tasks and resources, to achieve completion of work on time and permit effective monitoring of work progress in relation to established milestones.
- .3 As a minimum, work schedule to be prepared and submitted in the form of Bar (GANTT) Charts, indicating work activities, tasks and other project elements, their anticipated durations and planned dates for achieving key activities and major project milestones provided in sufficient details and supported by narratives to demonstrate a reasonable plan for completion of project within designated time. Generally Bar Charts derived from commercially available computerized project management system are preferred but not mandatory.

### **1.9 ABBREVIATIONS**

- .1 Following abbreviations of standard specifications have been used in this specification and on the drawings:
- CGSB - Canadian Government Specifications Board
  - CSA - Canadian Standards Association
  - NLGA - National Lumber Grades Authority
  - ASTM - American Society for Testing and Materials
- .2 Where these abbreviations and standards are used in this project, latest edition in effect on date of bid call will be considered applicable.

### **1.10 SITE OPERATIONS**

- .1 Arrange for sufficient space adjacent to project site for conduct of operations, storage of materials and so on. Exercise care so as not to obstruct or damage public or private property in area. Do not interfere with normal day-to-day operations in progress at site. All arrangements for space and access will be made by Contractor.

### **1.11 PROTECTION**

- .1 Store all materials and equipment to be incorporated into work to prevent damage by any means.

### **1.12 PAYMENT**

- .1 Payment for all work under this contract to be according to the "Articles of Agreement".
- .2 Dimensional changes as directed by the Departmental Representative to suit existing conditions, but not resulting in additional work or materials, will not be considered as extra to the Contract.

### **1.13 INSPECTION AND TESTING**

- .1 The Departmental Representative may employ an Inspector and/or Testing Company to ensure work conforms to contracts.

### **1.14 DISPOSAL AND DEBRIS**

- .1 Debris, including construction materials not incorporated in the work, oil products and containers, and other materials of this nature will be disposed of in suitable

locations off the site. Disposal is the responsibility of the Contractor.

- .2 Material from the work will not be permitted to go adrift to otherwise become a menace to navigation.

### **1.15 RELICS AND ANTIQUES**

- .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 notice to Departmental Representative and await written instructions before proceeding with work in this area.
- .3 Relics, antiquities and items of historical or scientific interest remain Her Majesty's property.

### **1.16 PROJECT MEETINGS**

- .1 Contractor will arrange project meetings and assume responsibility for setting times and recording minutes.
- .2 Project meetings will take place on site of work unless so directed by the Departmental Representative.
- .3 Contractor will assume responsibility for recording minutes of meetings and forwarding copies to all parties present at the meetings.
- .4 Have a responsible member of firm present at all project meetings.

### **1.17 ACCEPTANCE**

- .1 Prior to the issuance of the Certificate of Substantial Performance, in Company with Departmental Representative, make a check of all work. Correct all discrepancies before final inspection and acceptance.

### **1.18 WORKS COORDINATION**

- .1 Responsible for coordinating the work of the various trades, where the work of such trades interfaces with each other.
- .2 Convene meetings between trades whose work interfaces and ensure that they are fully aware of the areas and the extent of where interfacing is required. Provide each trade with the plans and specifications of the interfacing trade, as required, to assist them in planning and carrying out their respective work.

- .3 Canada will not be responsible for or held accountable for any extra costs incurred as a result of the failure to carry out coordination work. Disputes between the various trades as a result of their not being informed of the areas and extent of interface work shall be the sole responsibility of the General Contractor and shall be resolved at no extra cost to Canada.

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

- .1 Construction operations, including storage of materials for this contract, not to interfere with the fishing activity and/or operations at this harbour facility.
- .2 Contractor is responsible for arranging the storage of materials on or off site, and 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 Contractor's expense, upon request by Departmental Representative.
- .3 Exercise care so as not to obstruct or damage public or private property in the area.
- .4 At completion of work, restore area to its original condition. Damage to ground and property will be repaired by Contractor. Remove all construction materials, residue, excess, etc., and leave site in a condition acceptable to Departmental Representative.

### **1.20 FACILITY SMOKING ENVIRONMENT**

- .1 Comply with smoking restrictions.

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**PART 1 - GENERAL****1.1 GENERAL**

- .1 The bid item prices are full compensation for the work necessary to complete each item in the Contract in the Form of Tender. The prices bid are complete and separate from other or related bid items.
- .2 In the case of conflict between the instructions for measurement and payment contained in Section 01 22 00 and another Section of the Specifications, the requirements of Section 01 22 00 shall govern.
- .3 No separate payment will be made for:
  - .1 Unauthorized work beyond the limits shown.
  - .2 Field engineering survey and layout of work.
  - .3 Erosion and Sediment Control.
  - .4 Water Management.
  - .5 Dust Control.
  - .6 Temporary Facilities
  - .7 Temporary Barriers and Enclosures
  - .8 Calibrated Weight Scales

**1.2 DESCRIPTION OF WORK**

- .1 The tendered price for work includes all items listed within the specification. Price includes all labour, materials, and equipment for complete supply and installation of the work.
- .2 Mobilization/Demobilization including all equipment, temporary facilities, security, maintenance, snow clearing, and cleaning of site and public access roads (as required), securing all necessary regulatory permits, insurance and bonding, establishing health and safety protocol, and the construction, maintenance and decommissioning of all necessary temporary access roads.
- .3 All demolition, material disposal (hazardous and non-hazardous), service disconnection/ reconnection, site excavation, construction, repairs and improvements and site restoration and landscaping, as contained in the specifications.

**PART 2 - PRODUCT****MEASUREMENT****2.1 GENERAL**

- .1 This section details the measurement method to be used for payment purposes. Incidental items covered in the various sections of the specification are to be allowed for in the pricing of each pay item.

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## 2.2 MEASUREMENT FOR PAYMENT

.1 Measurement for payment will be as specified in the following sections:  
Included:

### Section 02 41 16

.1 All items specified under section will be paid in a lump sum payment. Included are the following items:

- .1 Mobilization and Demobilization of all equipment.

### Section 35 20 23

#### 1.15 MEASUREMENT FOR PAYMENT

- .1 Only material excavated above grade plane and within side slopes indicated or specified will be measured.
- .2 Dredging: will be measured in cubic meters, in-place measurement CMPM, determined from existing seabed elevation established from the current sounding survey down to grade depth elevation. Quantities will be determined by a sounding survey performed by the PWGSC Survey Crew after dredging survey is completed by using electronic sounding and DPGS positioning equipment. The Departmental Representative will verify that the Contractor has performed dredging to the specified grade depth. No payment will be made for over-dredging. PWGSC will conduct an interim and final survey. The Contractor will formally request at least seven (7) days in advance that the final after-dredging survey be performed upon completion of dredging. The survey will be dependent on the weather. If the survey and inspection shows that all material has not been removed, the Contractor is to re-dredge to obtain grade depth. The Contractor will perform a sounding survey, using a method approved by the Departmental Representative to verify that the specified dredge depth has been obtained. The Departmental Representative will then perform a third survey for final verification of dredge depth. This third sounding survey and any subsequent surveys will be at the cost of the Contractor.
- .3 Obstructions.
  - .1 Removal of obstructions, authorized by Departmental Representative will not be measured separately for payment and will be included in the unit price of dredging.
- .3 All operations in connection with field positioning of dredging equipment will not be measured separately for payment.
- .4 No separate payment will be made for Contractor's survey vessel, equipment and crew or diving services.
- .5 Payment will include disposal of dredge material to Pit Number 1157 located approximately 2± Km from Saint Martin's Wharf, on Vaughan Creek Road. Method of transportation must be submitted to the Departmental Representative prior to work commencing.
- .6 There will be no additional payment for delays and/or downtime during periods when no dredging is permitted. Contractor should contact the Harbour Authority to determine schedules of operations.

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- .7 There will be no additional payment for downtime and for delays caused by vessel traffic.
  
- .8 Removal of infilling material will not be measured for payment.
  
- .9 Payment for mobilization and demobilization of dredging equipment will be paid under section 02 41 16.

## **1.1 RELATED WORK**

Not Used.

## **1.2 DEFINITIONS**

- .1 COSH: Canada Occupational Health and Safety Regulations made under Part II of the Canada Labour Code.
- .2 Competent Person: means a person who is:
  - .1 Qualified by virtue of personal knowledge, training and experience to perform assigned work in a manner that will ensure the health and safety of persons in the workplace, and;
  - .2 Knowledgeable about the provisions of occupational health and safety statutes and regulations that apply to the Work and;
  - .3 Knowledgeable about potential or actual danger to health or safety associated with the Work.
- .3 Medical Aid Injury: any minor injury for which medical treatment was provided and the cost of which is covered by Workers' Compensation Board of the province in which the injury was incurred.
- .4 PPE: personal protective equipment
- .5 Work Site: where used in this section shall mean areas, located at the premises where Work is undertaken, used by Contractor to perform all of the activities associated with the performance of the Work.

## **1.3 SUBMITTALS**

- .1 Make submittals in accordance with Section 01 33 00.
- .2 Submit site-specific Health and Safety Plan prior to commencement of Work.
  - .1 Submit within 10 work days of notification of Bid Acceptance. Provide 3 copies.
  - .2 Departmental Representative will review Health and Safety Plan and provide comments.
  - .3 Revise the Plan as appropriate and resubmit within 5 work days after receipt of comments.
  - .4 Departmental Representative's review and comments made of the Plan shall not be construed as an endorsement, approval or implied warranty of any kind by Canada and does not reduce Contractor's overall responsibility for Occupational Health and Safety of the Work.
  - .5 Submit revisions and updates made to the Plan during the course of Work.
- .3 Submit name of designated Health & Safety Site Representative and support documentation specified in the Safety Plan.
- .4 Submit building permit, compliance certificates and other permits obtained.
- .5 Submit copy of Letter in Good Standing from Provincial Workers Compensation or

other department of labour organization.

.1 Submit update of Letter of Good Standing whenever expiration date occurs during the period of Work.

.6 Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.

.7 Submit copies of incident reports.

.8 Submit WHMIS MSDS - Material Safety Data Sheets.

#### **1.4 COMPLIANCE REQUIREMENTS**

.1 Comply with Occupational Health and Safety Act for Province of New Brunswick, and Regulations made pursuant to the Act.

.2 Comply with Occupational Health and Safety Act for Province of New Brunswick, and General Regulations made pursuant to the Act.

.3 Comply with Occupational Health and Safety Act for Province of Prince Edward Island, and Occupational Health and Safety Regulations made pursuant to the Act.

.4 Comply with Canada Labour Code - Part II (entitled Occupational Health and Safety) and the Canada Occupational Health and Safety Regulations (COSH) as well as any other regulations made pursuant to the Act.

.1 The Canada Labour Code can be viewed at:

[www.http://laws.justice.gc.ca/en/L-2/](http://laws.justice.gc.ca/en/L-2/)

.2 COSH can be viewed at: [www.http://laws.justice.gc.ca/eng/SOR-86-304/n\\_e.html](http://laws.justice.gc.ca/eng/SOR-86-304/n_e.html)

.3 A copy may be obtained at: Canadian Government Publishing Public Works & Government Services Canada Ottawa, Ontario, K1A 0S9 Tel: (819) 956-4800 (1-800-635-7943) Publication No. L31-85/2000 E or F)

.5 Observe construction safety measures of:

.1 Part 8 of National Building Code

.2 Municipal by-laws and ordinances.

.6 In case of conflict or discrepancy between above specified requirements, the more stringent shall apply.

.7 Maintain Workers Compensation Coverage in good standing for duration of Contract. Provide proof of clearance through submission of Letter in Good Standing.

.8 Medical Surveillance: Where prescribed by legislation or regulation, obtain and maintain worker medical surveillance documentation.

#### **1.5 RESPONSIBILITY**

.1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons and environment adjacent to the site to extent that they may be affected by conduct of Work.

- .2 Comply with and enforce compliance by all workers, sub-contractors and other persons granted access to Work Site with safety requirements of Contract Documents, applicable federal, provincial, and local by-laws, regulations, and ordinances, and with site-specific Health and Safety Plan.

## **1.6 SITE CONTROL AND ACCESS**

- .1 Control the Work and entry points to Work Site. Approve and grant access only to workers and authorized persons. Immediately stop and remove non-authorized persons.
  - .1 Departmental Representative will provide names of those persons authorized by Departmental Representative to enter onto Work Site and will ensure that such authorized persons have the required knowledge and training on Health and Safety pertinent to their reason for being at the site, however, Contractor remains responsible for the health and safety of authorized persons while at the Work Site.
- .2 Isolate Work Site from other areas of the premises by use of appropriate means.
  - .1 Erect fences, hoarding, barricades and temporary lighting as required to effectively delineate the Work Site, stop non-authorized entry, and to protect pedestrians and vehicular traffic around and adjacent to the Work and create a safe environment. See Section 01 50 00 for minimum acceptable requirements.
  - .2 Post signage at entry points and other strategic locations indicating restricted access and conditions for access.
  - .3 Use professionally made signs with bilingual message in the 2 official languages or international known graphic symbols.
- .3 Provide safety orientation session to persons granted access to Work Site. Advise of hazards and safety rules to be observed while on site.
- .4 Ensure persons granted site access wear appropriate PPE. Supply PPE to inspection authorities who require access to conduct tests or perform inspections.
- .5 Secure Work Site against entry when inactive or unoccupied and to protect persons against harm. Provide security guard where adequate protection cannot be achieved by other means.

## **1.7 PROTECTION**

- .1 Give precedence to safety and health of persons and protection of environment over cost and schedule considerations for Work.
- .2 Should unforeseen or peculiar safety related hazard or condition become evident during performance of Work, immediately take measures to rectify situation and prevent damage or harm. Advise Departmental Representative verbally and in writing.

## **1.8 FILING OF NOTICE**

- .1 File Notice of Project with pertinent provincial health and safety authorities prior to beginning of Work.
  - .1 Departmental Representative will assist in locating address if needed.

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**1.9 PERMITS**

- .1 Post permits, licenses and compliance certificates, specified in section 01 10 10, at Work Site.
- .2 Where a particular permit or compliance certificate cannot be obtained, notify Departmental Representative in writing and obtain approval to proceed before carrying out applicable portion of work.

**1.10 HAZARD ASSESSMENTS**

- .1 Perform site specific health and safety hazard assessment of the Work and its site.
- .2 Carryout initial assessment prior to commencement of Work with further assessments as needed during progress of work, including when new trades and subcontractors arrive on site.
- .3 Record results and address in Health and Safety Plan.
- .4 Keep documentation on site for entire duration of the Work.

**1.11 PROJECT/SITE CONDITIONS**

- .1 Following are potential health, environmental and safety hazards at the site for which Work may involve contact with:
  - .1 Known latent site and environmental conditions:
    - .1 Working near watercourse.
    - .2 Working with tides.
    - .3 Limited space to maneuver.
    - .4 Uneven work surfaces.
    - .5 Adverse weather conditions.
  - .2 Facility on-going operations:
    - .1 The Contractor will co-operate with users of existing facilities. Maintain access to the existing wharf structures during fishing season and consult with the Departmental Representative for site access limitations.
    - .2 Should interference occur, take directions from Departmental Representative.
    - .3 Do not unreasonably encumber site with materials.
    - .4 Move stored products or equipment which interfere with operations.
    - .5 Comply with all regulations and authorities having jurisdiction over the work, whether on land or on water.
    - .6 Contractor will note that fishing activity in the harbour includes fishing boats, moorings, etc.
- .2 Above items shall not be construed as being complete and inclusive of potential health and safety hazards encountered during Work.
- .3 Include above items in the hazard assessment of the Work.
- .4 MSDS Data sheets of pertinent hazardous and controlled products stored on site can be obtained from Departmental Representative.

### 1.12 MEETINGS

- .1 Attend pre-construction health and safety meeting, convened and chaired by Departmental Representative, prior to commencement of Work, at time, date and location determined by Departmental Representative. Ensure attendance of:
  - .1 Superintendent of Work
  - .2 Designated Health & Safety Site Representative
  - .3 Subcontractors
- .2 Conduct regularly scheduled tool box and safety meetings during the Work in conformance with Occupational Health and Safety regulations.
- .3 Keep documents on site.

### 1.13 HEALTH AND SAFETY PLAN

- .1 Prior to commencement of Work, develop written Health and Safety Plan specific to the Work. Implement, maintain, and enforce Plan for entire duration of Work and until final demobilization from site.
- .2 Health and Safety Plan shall include the following components:
  - .1 List of health risks and safety hazards identified by hazard assessment.
  - .2 Control measures used to mitigate risks and hazards identified.
  - .3 On-site Contingency and Emergency Response Plan as specified below.
  - .4 On-site Communication Plan as specified below.
  - .5 Name of Contractor's designated Health & Safety Site Representative and information showing proof of his/her competence and reporting relationship in Contractor's company.
  - .6 Names, competence and reporting relationship of other supervisory personnel used in the Work for occupational health and safety purposes.
- .3 On-site Contingency and Emergency Response Plan shall include:
  - .1 Operational procedures, evacuation measures and communication process to be implemented in the event of an emergency.
  - .2 Evacuation Plan: site and floor plan layouts showing escape routes, marshalling areas. Details on alarm notification methods, fire drills, location of firefighting equipment and other related data.
  - .3 Name, duties and responsibilities of persons designated as Emergency Warden(s) and deputies.
  - .4 Emergency Contacts: name and telephone number of officials from:
    - .1 General Contractor and subcontractors.
    - .2 Pertinent Federal and Provincial Departments and Authorities having jurisdiction.
    - .3 Local emergency resource organizations.
  - .5 Harmonize Plan with Facility's Emergency Response and Evacuation Plan. Departmental Representative will provide pertinent data including name of PWGSC and Facility Management contacts.
- .4 On-site Communication Plan:
  - .1 Procedures for sharing of work related safety information to workers and subcontractors, including emergency and evacuation measures.
  - .2 List of critical work activities to be communicated with Facility Manager

which have a risk of endangering health and safety of Facility users.

- .5 Address all activities of the Work including those of subcontractors.
- .6 Review Health and Safety Plan regularly during the Work. Update as conditions warrant to address emerging risks and hazards, such as whenever new trade or subcontractor arrive at Work Site.
- .7 Departmental Representative will respond in writing, where deficiencies or concerns are noted and may request re-submission of the Plan with correction of deficiencies or concerns.
- .8 Post copy of the Plan, and updates, prominently on Work Site.

#### **1.14 SAFETY SUPERVISION**

- .1 Employ Health & Safety Site Representative responsible for daily supervision of health and safety of the Work.
- .2 Health & Safety Site Representative may be the Superintendent of the Work or other person designated by Contractor and shall be assigned the responsibility and authority to:
  - .1 Implement, monitor and enforce daily compliance with health and safety requirements of the Work
  - .2 Monitor and enforce Contractor's site-specific Health and Safety Plan.
  - .3 Conduct site safety orientation session to persons granted access to Work Site.
  - .4 Ensure that persons allowed site access are knowledgeable and trained in health and safety pertinent to their activities at the site or are escorted by a competent person while on the Work Site.
  - .5 Stop the Work as deemed necessary for reasons of health and safety.
- .3 Health & Safety Site Representative must:
  - .1 Be qualified and competent person in occupational health and safety.
  - .2 Have site-related working experience specific to activities of the Work.
  - .3 Be on Work Site at all times during execution of the Work.
- .4 All supervisory personnel assigned to the Work shall also be competent persons.
- .5 Inspections:
  - .1 Conduct regularly scheduled safety inspections of the Work on a minimum bi-weekly basis. Record deficiencies and remedial action taken.
  - .2 Conduct Formal Inspections on a minimum monthly basis. Use standardized safety inspection forms. Distribute to subcontractors.
  - .3 Follow-up and ensure corrective measures are taken.
- .6 Cooperate with Facility's Occupational Health and Safety representative should one be designated by Departmental Representative.
- .7 Keep inspection reports and supervision related documentation on site.

### 1.15 TRAINING

- .1 Use only skilled workers on Work Site who are effectively trained in occupational health and safety procedures and practices pertinent to their assigned task.
- .2 Maintain employee records and evidence of training received. Make data available to Departmental Representative upon request.
- .3 When unforeseen or peculiar safety-related hazard, or condition occur during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction and advise Departmental Representative verbally and in writing.

### 1.16 MINIMUM SITE SAFETY RULES

- .1 Notwithstanding requirement to abide by federal and provincial health and safety regulations; ensure the following minimum safety rules are obeyed by persons granted access to Work Site:
  - .1 Wear appropriate PPE pertinent to the Work or assigned task; minimum being hard hat, safety footwear, safety glasses and hearing protection.
  - .2 Immediately report unsafe condition at site, near-miss accident, injury and damage.
  - .3 Maintain site and storage areas in a tidy condition free of hazards causing injury.
  - .4 Obey warning signs and safety tags.
- .2 Brief persons of disciplinary protocols to be taken for non compliance. Post rules on site.

### 1.17 CORRECTION OF NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Departmental Representative.
- .2 Provide Departmental Representative with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Departmental Representative will stop Work if non-compliance of health and safety regulations is not corrected in a timely manner.

### 1.18 INCIDENT REPORTING

- .1 Investigate and report the following incidents to Departmental Representative:
  - .1 Incidents requiring notification to Provincial Department of Occupational Safety and Health, Workers Compensation Board or to other regulatory Agency.
  - .2 Medical aid injuries.

- .3 Property damage in excess of \$10,000.00,
  - .4 Interruptions to Facility operations resulting in an operational lost to a Federal department in excess of \$5000.00.
- .2 Submit report in writing.

### 1.19 HAZARDOUS PRODUCTS

- .1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS).
- .2 Keep MSDS data sheets for all products delivered to site.
  - .1 Post on site.
  - .2 Submit copy to Departmental Representative.
  - .3 For interior work in an occupied Facility, post additional copy in one or more publicly accessible locations.

### 1.20 BLASTING

- .1 Blasting or other use of explosives is not permitted on site without prior receipt of written permission and instructions from Departmental Representative.
- .2 Do blasting operations in accordance with section.

### 1.21 POWDER ACTUATED DEVICES

- .1 Use powder actuated fastening devices only after receipt of written permission from Departmental Representative.

### 1.22 CONFINED SPACES

- .1 Abide by occupational health and safety regulations regarding work in confined spaces.
- .2 Obtain an Entry Permit in accordance with Part XI of the Canada Occupational Health and Safety Regulations for entry into an existing identified confined space located at the Facility or premises of Work.
  - .1 Obtain permit from Facility Manager
  - .2 Keep copy of permit issued.
- .3 Safety for Inspectors:
  - .1 Provide PPE and training to Departmental Representative and other persons who require entry into confined space to perform inspections.
  - .2 Be responsible for efficacy of equipment and safety of persons during their entry and occupancy in the confined space.

### **1.23 SITE RECORDS**

- .1 Maintain on Work Site copy of safety related documentation and reports stipulated to be produced in compliance with Acts and Regulations of authorities having jurisdiction and of those documents specified herein.
- .2 Upon request, make available to Departmental Representative or authorized Safety Officer for inspection.

### **1.24 POSTING OF DOCUMENTS**

- .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on Work Site in accordance with Acts and Regulations of Province having jurisdiction.
- .2 Post other documents as specified herein, including:
  - .1 Site specific Health and Safety Plan
  - .2 WHMIS data sheets
  - .3 Fire and Safety Requirements
  - .4 Special Procedures on Lockout Requirements

## 1.1 DEFINITIONS

- .1 Hazardous Material: Product, substance, or organism that is used for its original purpose; and that is either dangerous goods or a material that may cause adverse impact to the environment or adversely affect health of persons, animals, or plant life when released into the environment.

## 1.2 FIRES

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

## 1.3 DISPOSAL OF WASTES AND HAZARDOUS MATERIALS

- .1 Do not bury rubbish and waste materials on site. Dispose at approved landfill sites as specified in Section 01 74 19.
- .2 Do not dispose of hazardous waste or volatile materials, such as mineral spirits, paints, thinners, oil or fuel into waterways, storm or sanitary sewers or waste landfill sites.
- .3 Store, handle and dispose of hazardous materials and hazardous waste in accordance with applicable federal and provincial laws, regulations, codes and guidelines.
- .4 Dispose of construction waste materials and demolition debris, resulting from work, at approved landfill sites only. Carry out such disposal in strict accordance with provincial and municipal rules and regulations. Separate out and prevent improper disposal of items banned from landfills.
- .5 Establish methods and undertake construction practices which will minimize waste and optimize use of construction materials. Separate at source all construction waste materials, demolition debris and product packaging and delivery containers into various waste categories in order to maximize recycling abilities of various materials and avoid disposal of debris at landfill site(s) in a "mixed state". Where recycling firms, specializing in recycling of specific materials exist, transport such materials to the recycling facility and avoid disposal at landfill sites.
- .6 Communicate with landfill operator prior to commencement of work, to determine what specific construction, demolition and renovation waste materials have been banned from disposal at the landfill and at transfer stations.

## 1.4 DRAINAGE

- .1 Provide temporary drainage and pumping as necessary to keep excavations and site free from water.
- .2 Do not pump water containing suspended materials into waterways, sewer or drainage systems.

- .3 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with governing regulations and requirements.
- .4 Pumped water must meet applicable federal, provincial, and municipal standards before it can be discharged to a surface water body. If regulatory guidelines exceedences are noted, the Departmental Representative has the right to issue stop pumping instructions to the Contractor. Contractor will not be compensated for any delays associated with retrofitting equipment to meet guidelines.
- .5 Provide control devices such as filter fabrics, sediment traps and settling ponds to control drainage and prevent erosion of adjacent lands. Maintain in good order for duration of work.

### 1.5 PERMITS

- .1 All guidelines and instructions stated on permits must be strictly adhered to.

### 1.6 WORK ADJACENT TO WATERWAYS

- .1 Do not operate construction equipment in waterways.
- .2 Do not use waterway beds for borrow material.
- .3 Do not dump excavated fill, waste material or debris in waterways.
- .4 At borrow sites, design and construct temporary crossings to minimize erosion to waterways in strict conformance with provincial and federal environmental regulations.
- .5 Do not skid logs or construction materials across waterways.
- .6 Avoid indicated spawning beds when constructing temporary crossings of waterways.
- .7 Do not blast under water or within 100 m of spawning beds.
- .8 Do not refuel any type of equipment within 100 m of a water body. Maintain equipment in good working condition with no fluid leaks, loose hoses or fittings.

### 1.7 POLLUTION CONTROL

- .1 Maintain temporary erosion and pollution control features installed under this contract.
- .2 Control emissions from equipment and plant to local authorities' emission requirements.
- .3 Prevent sandblasting and other extraneous materials from contaminating air beyond application area, by providing temporary enclosures.

- .4 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads and around entire construction site.
- .5 Maintain inventory of hazardous materials and hazardous waste stored on site. List items by product name, quantity and date when storage began.
- .6 Have emergency spill response equipment and rapid clean-up kit, appropriate to work, at site. Locate adjacent to work and where hazardous materials are stored. Provide personal protective equipment as required for clean-up.
- .7 Report, to Federal and Provincial Department of the Environment, spills of petroleum and other hazardous materials as well as accidents having potential of polluting the environment. Also notify Departmental Representative and submit a written spill report to Departmental Representative within 24 hours of occurrence.
- .8 Provide a floating debris containment boom whenever any of the Contractors methods of work allow for the potential of floating debris.

#### **1.8 WILDLIFE PROTECTION**

- .1 Should nests of migratory birds in wetlands be encountered during work, immediately notify Departmental Representative for directives to be followed.
  - .1 Do not disturb nest site and neighboring vegetation until nesting is completed.
  - .2 Minimize work immediately adjacent to such areas until nesting is completed.
  - .3 Protect these areas by following recommendations of Canadian Wildlife Service.

### **1.1 ACCESS**

- .1 Provide and maintain adequate access to project site.
- .2 Maintain access roads for duration of contract and make good damage resulting from Contractors' use of roads.

### **1.2 CONTRACTOR'S SITE OFFICE**

- .1 Be responsible for and provide own site office, if required, including electricity, heat, lights and telephone. Locate site office as directed by Departmental Representative.

### **1.3 SANITARY FACILITIES**

- .1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.
- .2 Post notices and take such precautions as required by local health authorities. Keep area and premises in sanitary condition.

### **1.4 POWER**

- .1 Arrange, pay for and maintain temporary electrical power supply in accordance with governing regulations and ordinances.
- .2 Supply and install all temporary facilities for power such as pole lines and underground cables to approval of local power supply authority.

### **1.5 WATER SUPPLY**

- .1 Arrange, pay for and maintain temporary water supply in accordance with governing regulations and ordinances.

### **1.6 CONSTRUCTION SIGN AND NOTICES**

- .1 Contractor or subcontractor advertisement signboards are not permitted on site.
- .2 Only notices of safety or instructions are permitted on site.
- .3 Safety and Instruction Signs and Notices:
  - .1 Signs and notices for safety and instruction shall be in both official languages. Graphic symbols shall conform to CAN/CSA-Z321-96 (R2006).
- .4 Maintenance and Disposal of Site Signs:
  - .1 Maintain approved signs and notices in good condition for duration of project and dispose of offsite on completion of project or earlier if directed by Departmental Representative.

### 1.7 REMOVAL OF TEMPORARY FACILITIES

- .1 Remove temporary facilities from site when directed by Departmental Representative.

### 1.8 MEASUREMENT FOR PAYMENT

- .1 No measurement for payment will be made under this section, it will be considered incidental to this contract.

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**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- .1 Barriers.
- .2 Traffic Controls.

**1.2 INSTALLATION AND REMOVAL**

- .1 Provide temporary controls in order to execute work expeditiously.
- .2 Remove from site all such work after use.

**1.3 GUARD RAILS AND BARRICADES**

- .1 Provide secure, rigid guard rails and barricades around open excavations.

**1.4 ACCESS TO SITE**

- .1 Provide and maintain access to adjacent harbour facilities.

**1.5 PUBLIC TRAFFIC FLOW**

- .1 Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform work and protect the public.

**1.6 FIRE ROUTES**

- .1 Maintain access to property including overhead clearances for use by emergency response vehicles.

**1.7 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY**

- .1 Protect surrounding private and public property from damage during performance of work.
- .2 Be responsible for damage incurred.

## **PART 1 - GENERAL**

### **1.1 GENERAL**

- .1 Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
- .2 Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- .3 Prevent accumulation of wastes which create hazardous conditions.
- .4 Provide adequate ventilation during use of volatile or noxious substances.

### **1.2 MATERIALS**

- .1 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.

### **1.3 CLEANING DURING CONSTRUCTION**

- .1 Maintain project grounds and public properties in a tidy condition, free from accumulations of waste material and debris. Clean areas on a daily basis.
- .2 Provide on-site garbage containers for collection of waste materials and debris.
- .3 Remove waste materials, and debris from site on a daily basis.

### **1.4 FINAL CLEANING**

- .1 In preparation for acceptance of the Work perform final cleaning.
- .2 Inspect finishes, fitments and equipment. Ensure specified workmanship and operation.
- .3 Broom clean exterior paved and concrete surfaces; rake clean other surfaces of grounds.

## **PART 1 - GENERAL**

### **1.1 RELATED SECTIONS**

- .1 Section 02 41 16 - Sitework Demolition and Removal.
- .2 Section 35 20 23 - Dredging

### **1.2 DISPOSAL OF WASTE**

- .1 Separate and recycle waste materials designated for disposal.
- .2 Collect and separate for disposal paper, plastic, polystyrene, corrugated cardboard, and packaging material in appropriate on-site bins for recycling.
- .3 Place materials defined as hazardous or toxic in designated containers.
- .4 Divert unused metal materials from landfill to metal recycling facility as approved by Departmental Representative.
- .5 Fold up metal banding, flatten and place in designated area for recycling.
- .6 Unused paint or coating material must be disposed of at an official hazardous material collections site as approved by Departmental Representative.
- .7 Do not dispose of unused paint material into sewer system, streams, lakes, onto ground, or in any other location where it will pose a health or environmental hazard.
- .8 Disposal of waste volatile materials, mineral spirits, oil, and paint thinner into waterways, storm, or sanitary sewers is strictly prohibited.
- .9 Do not dispose of preservative treated wood through incineration.
- .10 Do not dispose of preservative treated wood with other materials destined for recycling or reuse.
- .11 Dispose of treated wood, end pieces, wood scraps and sawdust at a sanitary landfill.
- .12 Dispose of unused preservative material at an official hazardous material collections site. Do not dispose of unused preservative material into the sewer system, streams, lakes, on ground or in any other location where they will pose a health or environmental hazard.
- .13 Burying of rubbish and waste materials is prohibited.
- .14 All waste material not designated for recycle to be disposed of at an approved waste disposal site in accordance with appropriate environmental guidelines.

### 1.3 STORAGE AND HANDLING OF WASTE

- .1 Store materials to be reused, recycled and salvaged in locations as directed by Departmental Representative.
- .2 Unless specified otherwise, materials for removal become property of Contractor.
- .3 Protect, stockpile, store and catalogue salvaged items.
- .4 Separate non-salvageable materials from salvaged items. Transport and deliver non-salvageable items to licensed disposal facility.

## PART 2 - PRODUCTS

### 2.1 NOT USED

- .1 Not Used.

## PART 3 - EXECUTION

### 3.1 APPLICATION

- .1 Handle waste materials not reused, salvaged, or recycled in accordance with appropriate regulations and codes.

### 3.2 CLEANING

- .1 Remove tools and waste materials on completion of work and leave work area in clean and orderly condition.
- .2 Clean-up work area as work progresses.
- .3 Source separate materials to be reused or recycled into specified sort areas.

### 3.3 DIVERSION OF MATERIALS

- .1 Separate materials from general waste and stockpile in separate piles or containers, to approval of Departmental Representative, and consistent with applicable fire regulations. Mark containers or stockpile areas. Provide instruction on disposal practices.
- .2 On-site sale of salvaged, recovered, reusable, or recyclable materials is not permitted.

## **PART 1 - GENERAL**

### **1.1 SECTION INCLUDES**

- .1 Administrative procedures preceding inspection and acceptance of Work by Departmental Representative.

### **1.2 PROJECT RECORD DOCUMENTS**

- .1 Contractor's Inspection: Coordinate and perform, in concert with subcontractors, an inspection and check of all Work. Identify and correct deficiencies, defects, repairs and perform outstanding items as required to complete the Work in conformance with Contract Drawings Documents.
  - .1 Notify Departmental Representative in writing when deficiencies from Contractor's inspection have been rectified and that Work is deemed to be completed and ready for Departmental Representative's inspection of the completed work.
    - .1 Submit color photographs of Work; field drawings that supplies sufficient tie points to locate footprint of backfilled notification to the Departmental Representative.
- .2 Departmental Representative's Inspection: Substantial and final inspections of the Work. Accompany Departmental Representative during all.
  - .1 Address defects, faults and outstanding items of work identified by such Inspections.
  - .2 Advise Departmental Representative when all Deficiencies identified have Submit color photographs of rectified work along with this written notification.
- .3 Note that Departmental Representative will no issue a Certificate of Substantial Performance of the Work until such time that the Contractor performs following work and turns over the specified documents:
  - .1 Project record as-built field sketches;
  - .2 Final Operations and Maintenance manuals;
  - .3 Maintenance materials, parts and tools;
  - .4 Compliance certificates from applicable authorities;
  - .5 Reports resulting from designated tests;
  - .6 Demonstration and training complete with user manuals;
  - .7 Manufacturer's Guarantee Certificates;
  - .8 Testing, adjusting and balancing of equipment and systems complete with submission of tests reports;
  - .9 Commissioning of equipment and systems specified;
  - .10 Color photographs depicting all aspects of work completed;
  - .11 Material Removal log, and Waste Manifests.
- .4 Correct all discrepancies before Departmental Representative will issue the Certificate of Completion.

## PART 1 - GENERAL

### 1.1 SECTION INCLUDES

- .1 Project Record Documents as follows:
- .1 As-built drawings;
- .2 As-built specifications;
- .3 Reviewed shop drawings.

### 1.2 PROJECT RECORD DOCUMENTS

- .1 Departmental Representative will provide two white print sets of contract drawings and two copies of Specifications Manual specifically for "as-built" purposes.
- .2 Maintain at site one set of the contract drawings and specifications to record actual as-built site conditions.
- .3 Maintain up-to-date, real time as-built drawings and specifications in good condition and make available for inspection by the Departmental Representative at any time during construction.
- .4 As-Built Drawings:
  - .1 Record changes in red ink on the prints. Mark only on one set of prints and at completion of project and prior to final inspection, neatly transfer notations to second set (also by use of red ink). Submit both sets to Departmental Representative. All drawings of both sets shall be stamped "As-Built Drawings" and be signed and dated by Contractor.
  - .2 Show all modifications, substitutions and deviations from what is shown on the contract drawings or in specifications.
  - .3 Record following information:
    - .1 Horizontal and vertical location of various elements in relation to Geodetic Datum.
    - .2 Field changes of dimension and detail.
    - .3 All design elevations, sections, and details dimensioned and marked-up to consistently report finished installation conditions.
    - .4 Any details produced in the course of the contract by the Departmental Representative to supplement or to change existing design drawings must also be marked-up and dimensioned to reflect final as-built conditions and appended to the as-built drawing document.
    - .5 All change orders issued over the course of the contract must be documented on the finished as-built documents, accurately and consistently depicting the changed condition as it applies to all affected drawing details.
- .5 As-built Specifications: legibly mark in red each item to record actual construction, including:
  - .1 Manufacturer, trade name, and catalogue number of each product actually installed, particularly items substituted from that specified.
  - .2 Changes made by Addenda and Change Orders.
  - .3 Mark up both copies of specifications; stamp "as-built", sign and date similarly to drawings as per above clause.

- .6 Maintain As-built documents current as the contract progresses. Departmental Representative will conduct reviews and inspections of the documents on a regular basis. Frequency of reviews will be subject to Departmental Representative's discretion. Failure to maintain as-builts current and complete to satisfaction of the Departmental Representative shall be subject to financial penalties in the form of progress payment reductions and holdback assessments.

### 1.3 REVIEWED SHOP DRAWINGS

- .1 Compile 2 full sets of all reviewed shop drawings.