

PART 1 - GENERAL

1.1 REFERENCES

- .1 National Building Code of Canada (NBC 2015) including all amendments up to tender closing date addresses the construction of a new Marine Communications Traffic Centre, a new Conservation and Protection Building and addition and renovations to an existing building.

1.2 DESCRIPTION

- .1 The project site lies on Lot 16 on Grand Bay West Road in the Town of Channel-Port aux Basques, NL. The building site is approximately 0.5 hectares in size.
- .2 The work of this contract will generally consist of but is not limited to the following:
- .1 Construction of one building - the new MCTS Centre Building.
  - .2 Tying in to water main on Grand Bay West Road.
  - .3 Providing storm drainage system.
  - .4 Providing sanitary system with lift station, which ties into an existing sanitary manhole on Grand Bay West Road.
  - .5 Paved entry to site including parking area for 10 vehicles.
  - .6 Landscaping of site consisting of trees, shrubs, ground cover, and hydroseeding.
- .3 The new MCTS building shall attain LEED Silver certification, therefore the Contractor is required to engage the services of a LEED Accredited Professional with documented LEED project experience to ensure that all LEED documentation, for which the Contractor is responsible to provide, is submitted to the Departmental Representative, in a timely manner, when required.

1.3 WORK COVERED BY  
CONTRACT DOCUMENTS

.1 Work of this Contract is to be performed in strict accordance with the specifications, drawings and subject to the terms and conditions of the Contract.

1.4 TERM  
DEPARTMENTAL  
REPRESENTATIVE

- .1 Unless specifically stated otherwise, the term Departmental Representative where used in the specifications and on the drawings shall mean the Departmental Representative as defined in the General Conditions of the Contract.
- .2 Additionally any and all references to "Engineer" or "Consultant" are to read as Departmental Representative.

1.5 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 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 could affect the execution of this contract.

1.6 CODES,  
LEGISLATIVE  
REQUIREMENTS AND  
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.

1.6 CODES,  
LEGISLATIVE  
REQUIREMENTS AND  
GUIDELINES  
(Cont'd)

- .1 (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 C22.1-15.
  - .12 Public Works and Government Services Canada "Electrical Safety Requirements" documents dated June 2015 (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 All other Federal, Provincial, Municipal and Local Codes, Standards, Regulations, Guidelines, By-Laws, or Ordinances 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.

1.7 COST BREAKDOWN

- .1 Before submitting first progress claim, submit breakdown of Contract price in detail as directed by Departmental Representative and aggregating contract price.
- .2 Provide cost breakdown in same format as the numerical and subject title system used in

- 
- 1.7 COST BREAKDOWN (Cont'd) .2 (Cont'd)  
this specification and thereafter sub-divided  
into major work components as directed by  
Departmental Representative.
- .3 Upon approval by Departmental Representative,  
cost breakdown will be used as basis for  
progress payment.
- .4 All work items are to be included in the lump  
sum arrangement, as noted on the Bid and  
Acceptance Form.
- 1.8 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 of Bid Acceptance will be  
considered as applicable.
- 1.9 WORK  
COMMENCEMENT .1 The Contractor is to make every effort to  
ensure that sufficient labour, material, plant  
and equipment are mobilized on site at the  
earliest possible date after Acceptance of  
Bid.
- 1.10 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  
layout and construct work.
-

- 
- |   |    |   |
|---|----|---|
| 1.10 SETTING OUT<br>OF WORK<br>(Cont'd) | .3 | Supply stakes and other survey markers required for laying out of work. |
|---|----|---|
- 
- |                               |    |  |
|-------------------------------|----|--|
| 1.11 QUARRY AND<br>EXPLOSIVES | .1 | Contractor will make own arrangements with Provincial authorities and owner of private properties, for the quarrying and transportation of rock and all materials and machinery necessary for work over their property, roads or streets as case may be. |
|-------------------------------|----|--|
- 
- |                         |    |   |
|-------------------------|----|---|
| 1.12 SITE<br>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. All clearing and grubbing work, including tree preservation, to be in accordance with applicable specification sections. |
|                         | .2 | 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.   |
|                         | .3 | Contractor will take adequate precautions to protect existing concrete asphalt when operating tracked equipment.  |
|                         | .4 | Remove snow and ice as required to maintain safe access in a manner that does not damage existing structures or interfere with the operations of others.  |
-

1.13 EXISTING  
SERVICES

- .1 Before commencing work establish location and extent of existing buried services in area of work and notify the Departmental Representative of findings in writing.
- .2 Where unknown services are encountered, immediately advise the Departmental Representative of findings in writing.
- .3 Remove abandoned service lines and cap or otherwise seal lines at cut-off points as directed.
  - .1 It is suspected that existing buried services lines or part thereof, contain asbestos. Be responsible for the controlled removal of same in accordance with governing authorities.
- .4 Record locations of maintained, re-routed and abandoned service lines.

1.14 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 may 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.

1.15 TAXES, PERMITS,.1  
LICENSES AND  
CERTIFICATES

Pay all applicable Federal, Provincial and  
Municipal taxes.

- .2 Obtain and pay for all permits, licences,  
fees and certificates required for the work.
- .3 Contractor and their subcontractors 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 all permits, licenses and  
certificates to the Departmental  
Representative prior to start of work.
  - .3 Provide the authorities having  
jurisdiction with all information as required.
- .4 Obtain and pay for all permits, certificates  
and licenses as required by Municipal,  
Provincial, Federal and other authorities.
- .5 Provide appropriate notifications of project  
to Municipal and Provincial inspection  
authorities.
- .6 Obtain compliance certificates as prescribed  
by legislative and regulatory provisions of  
Municipal, Provincial and Federal authorities  
as applicable to the performance of work.
- .7 Submit to Departmental Representative, copy  
of application submissions and approval  
documents received for above referenced  
authorities.
- .8 Submit to Departmental Representative, copy  
of quarry permit, if applicable, prior to  
start of quarry operations.
- .9 Comply with all requirements, recommendations  
and advise by all regulatory authorities  
unless otherwise agreed in writing by  
Departmental Representative. Make requests for  
such deviations to these requirements  
sufficiently in advance of related work.

- 
- 1.16 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 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.
- 
- 1.17 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.
- 
- 1.18 WORK COMMENCEMENT .1 Mobilization to project site is to commence immediately after acceptance of bid and submission of Site Specific Safety Plan, unless otherwise directed by Departmental Representative.
- .2 Project work on site is to commence as soon as possible with a continuous reasonable workforce unless otherwise directed by Departmental Representative.
- .3 Weather conditions, winter construction, site restrictions, delivery challenges and the location of the work site may require the use of longer working days and additional workforce to complete the project within the specified completion time.
- .4 Make every effort to ensure that sufficient material and equipment is delivered to site at the earliest possible date after acceptance of bid and replenished as required.
-



1.19 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 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.

1.20 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 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

- 
- 1.20 CERTIFICATION OF GOOD STANDING (Cont'd)
- .4 (Cont'd)  
for the end of the warranty period established in accordance with Clause 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.
- 1.21 WORKS COORDINATION
- .1 Be responsible for coordinating the work of the various trades, where the work of such trades interfaces with each other.
- .2 Convene meetings between trades and 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 to the interfacing trade, as required, to assist them in planning and carrying out their respective work.
- .3 Canada will not be responsible for or be 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.
- 1.22 INTERPRETATION OF DOCUMENTS
- .1 Supplementary to the General Conditions, the Division 01 sections to the specifications take precedence over technical specification in other divisions of the specifications.
-

1.23 MEASUREMENT FOR PAYMENT .1 No separate measurement for payment shall be made for items under this section. Include costs for General Instructions in the Lump Sum portion of the work on the Bid and Acceptance Form.

1.24 CONSTRUCTION PHOTOGRAPHS .1 Provide full colour digital construction photographs to support progress claims.  
.2 Electronic photographs also required to support LEED documentation.  
.3 Submit in accordance with Section 01 33 00 - Submittal Procedures.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not used.