

Wharf Repairs

Bay St. Lawrence, Victoria County, NS

Project No. R.117914.001

General Instructions

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| 1.1 <u>Scope</u> | .1 | The work covered under this contract consists of the furnishing of all plant, labour, equipment and material for wharf repairs at Bay St. Lawrence, Victoria County, Nova Scotia, in strict accordance with specifications and accompanying drawings and subject to all terms and conditions of contract. |
| 1.2 <u>Site Examination</u> | .1 | All parties tendering should visit the site of the work prior to submission of tenders and make themselves thoroughly acquainted with site conditions, conditions of existing objects to be removed, tides, degree of exposure and all information necessary for the proper carrying out of the work covered by the drawings and this Specification. Submission of Tender will be deemed that Contractor is conversant with site conditions. |
| | .2 | The <i>Departmental Representative</i> will give no consideration whatsoever to any claim by the Contractor resulting from failure to have made all the necessary investigations prior to tendering. |
| 1.31 <u>Documents Required</u> | .1 | Maintain at job site, one copy each of following: <ul style="list-style-type: none">.1 Contract drawings;.2 Specifications;.3 Addenda;.4 Reviewed shop drawings/submissions;.5 Change orders;.6 Other modifications to Contract;.7 Field test reports;.8 Copy of approved work schedule;.9 Health and Safety Plan.10 Manufacturer's installation and application instructions; and.11 All applicable permits |
| 1.4 <u>Work Schedule and Completion Dates</u> | .1 | All work must be completed by June 30 2022. |

- .2 Prepare and submit to the *Departmental Representative* within five (5) days of notification of Contract award, one copy of the construction schedule in the form of a bar chart showing the dates for commencement and completion of each major activity of the work, including the work of subcontractors; dates for submissions, review and return of shop drawings, etc.; the dates of Substantial and Final Completion. If the schedule as submitted is deemed unacceptable in any way, submit without delay a revised schedule satisfactory to the *Departmental Representative*.
- .3 The *Departmental Representative* is to notify the Contractor in writing of acceptance of the Construction Schedule. Comply with the Construction Schedule at all times. If, for any reason, the Construction Schedule is not followed, immediately notify the *Departmental Representative* of the change and submit a revised schedule for acceptance. Upon written acceptance by the *Departmental Representative*, this schedule will become the Construction Schedule.
- .4 Whenever required, give further written particulars concerning this schedule. The submission to and acceptance by the *Departmental Representative* of the Contractor's Construction Schedule or the furnishing of details and particulars thereto will not relieve the Contractor of any duties and responsibilities under the Contract.

1.5 Measurement
Responsibilities

- .1 Notify *Departmental Representative* sufficiently in advance of operations to permit required measurements for payment purposes.

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1.61 Contractor's Use
of Site

- .1 The Wharf will remain operational during construction. The site is managed and operated by the Harbour Authority of Bay St. Lawrence and all access and use of the wharf and adjacent property must receive prior approval of the Harbour Authority. Contractor to arrange and pay for these requirements. Contact information for Harbour Authority is Jeanie Boner, Harbour Authority of Bay St. Lawrence. (902)383-2212. Activity periods that will affect the use of the wharf are as follows:
 - .1 Lobster fishery, Area 27: May 16 - July 15.
 - .2 Crab fishery, Area 19: To be determined.
- .2 Co-operate with users of existing facilities. Should interferences occur, take directions from *Departmental Representative*.
- .3 Provide temporary barriers and warning signs in locations where work is adjacent to areas used by the general public and others.
- .4 Do not unreasonably encumber site with materials or equipment.
- .5 Move stored products or equipment which interfere with operations of *Departmental Representative* or other users.
- .6 Obtain and pay for use of additional storage or work areas needed for operations.
- .7 Comply with all regulations and authorities having jurisdiction over the work, whether on land or on water.
- .8 Ensure no damage occurs to existing structures as a result of operations. Any

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said damage will be repaired at Contractor's expense.

- 1.7 Codes and Standards
- .1 Perform work in accordance with National Building Code of Canada (NBC) and any other code of provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements will apply.
 - .2 Meet or exceed requirements of specified standards, codes and referenced documents. When a standard or code is outdated, the latest edition will supersede the referenced date.
 - .3 Observe and enforce construction safety measures by Canadian Construction Safety Code and Construction Safety Code of Nova Scotia. In the event of conflict between any provisions of above authorities the most stringent provision will apply.
- 1.8 Project Meetings
- .1 *Departmental Representative* will arrange project meetings and assume responsibility for setting times and recording and distributing minutes.
- 1.9 Setting Out of Work
- .1 Do all detail surveys necessary for the work, including locating and maintaining working points, and establishing lines and elevations. Perform all layout work, and carefully preserve benchmarks, reference points and stakes.
 - .2 Provide such masts, scaffolds, batter boards, lines, straight edges, templates and other devices as may be necessary to facilitate layout, construction and inspection of the work. Whenever necessary, suspend work for such reasonable time as may be necessary to permit the *Departmental Representative* to check or inspect any portion of the Work.

The Contractor will not be allowed any extra compensation or time for completion because of this suspension of work.

.3 Elevations for the various grades and features of the specified works to be referenced and properly related to a benchmark, which will be approved by the *Departmental Representative*.

.4 Verify all grades, lines, levels, and dimensions shown on the drawings and report any errors or inconsistencies to the *Departmental Representative* before commencing work. Provide and maintain well-built batterboards at all points to facilitate the progress of the work. Establish all other grades, lines, levels required to facilitate the work.

1.10 Existing Services

.1 Where work involves breaking into or connecting to existing services, carry out work at times directed by governing authorities, with minimum of disturbance to pedestrian and vehicular traffic.

.2 Before commencing work, establish location and extent of service lines in area of work and notify *Departmental Representative* of findings.

.3 Submit schedule to and obtain acceptance from *Departmental Representative* for any shut-down or closure of active service or facility. Adhere to approved schedule and provide notice to affected parties.

.4 Where unknown services are encountered, immediately advise *Departmental Representative* and confirm findings in writing.

1.11 Contract Documents

.1 Contract Drawings:

.1 The drawings for the Work consist of all drawings listed in these "Plans

And Specifications" and any additional drawings issued at a later date by the *Departmental Representative*.

- .2 *Departmental Representative* may furnish additional drawings to assist in proper execution of work. These drawings will be issued for clarification only. Such drawings will have same meaning and intent as if they were included with plans referred to in Contract Documents.
- .3 The drawings indicate the extent and general dimensions of the work. Make all necessary measurements to ensure that the result of the work is in accordance with the intent.
- .4 Verify all existing conditions in field prior to proceeding with work.

.2

.2 Contract Specifications:

- .1 The general requirements and technical specifications are written solely for the General Contractor. They are organized into the NMS format of separate divisions and sections.
- .2 Specification language is of the 'Short Form type' for example, where the word "provide" occurs, interpret it to mean "the Contractor shall furnish all labour, material and equipment necessary to complete the work".

.3

- .3 This Specification and accompanying drawings are intended to describe and provide for a finished project. They are intended to be complementary, and what is called for by either will be as binding as if called for by both. The Contractor shall understand that the work herein described will be complete in every detail, notwithstanding that every item necessarily involved is not particularly mentioned, and Contractor will be held to provide all labour,

materials and equipment necessary for the entire completion of the work and will not avail himself/herself of any errors or omissions.

1.12 Permits and Regulations

- .1 PSPC will obtain all federal and provincial permits required for the in-water and site works.
- .2 Comply with all by-laws, ordinances and regulations of all authorities having jurisdiction.
- .3 Apply, secure and pay for any other applicable permits (e.g. municipal, NSPI, etc.) required to complete the work according the Plans and these Specifications.

1.13 Record of Construction

- .1 As work progresses, maintain accurate records to show all deviations from the contract drawings, with particular reference to work which will be concealed. Prior to the inspection of the work for the issuance of the Final Certificate of Completion, provide the *Departmental Representative* with one set of white prints of the drawings with all deviations shown neatly thereon and an electronic version in format acceptable to the *Departmental Representative*.

1.14 Payment

- .1 Payment for all work under this contract to be according to the Contract.
- .2 No separate payment will be made for work specified under any sections of Specification under Division 01. The cost of this work is to be considered as overhead and to be included in the unit prices of the Contract.

.3

- .3 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.
- 1.15 Maintenance of Shipping .1 Liaise with the local Harbour Authority officials to coordinate activities such that any interference is minimized.
- 1.16 Cooperation and Assistance .1 Co-operate with *Departmental Representative* and other officials on inspection of work.
- .2 Provide assistance when requested.
- .3 Provide small motor boat with operator for *Departmental Representative's* use when requested.
- 1.17 Datum .1 The datum referred to in this Specification is Chart Datum. Chart Datum is, by International Agreement a plane below which the tide will seldom fall. The Canadian Hydrographic Service has adopted the plane of the lowest normal tide (L.N.T.) as Chart Datum. As the rise, fall, and range of tides varies daily, the Canadian Tide and Current Tables, as issued by the Canadian Hydrographic Service, should be consulted for tidal predictions and other tidal information relating to the work.
- 1.18 Contractor's Representative .1 Continuously maintain on the site an authorized representative to whom communication may be addressed and who will be competent to speak for the Contractor in discussing work methods.
- 1.19 Workers Compensation .1 Contractor and all sub-contractors must be registered under the Workers Compensation Act and provide evidence of good standing.
- .2 At completion of Contract and before final payment is made, the Contractor will present to the *Departmental Representative*

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- a Letter of Certification from the Workers Compensation Board, showing that all required assessments are paid in connection with all trades.
- 1.20 Laws, Standards Taxes and Fees .1 Comply with all laws and standards governing all or any part of the work, pay all applicable taxes and pay for all permits and certificates required in respect of the execution of the work. Where variances exist between the requirements of agencies governing all or any part of the work, the most restrictive will govern, but in no instance will the standards established by the drawings and this Specification, which exceed such requirements, be reduced.
- 1.21 Protection and Repair .1 Take appropriate measures to protect exiting infrastructure and services.
- .2 Do not operate steel-tracked equipment on concrete surfaces without suitable protection.
- .3 Repair any damage resulting from operations under this contract.
- 1.22 Location of Equipment and Fixtures .1 Location of equipment, fixtures or any appurtenances indicated are to be considered approximate.
- 1.23 Inspection and Testing .1 The *Departmental Representative* may employ an Inspector and/or Testing Company to ensure work conforms with contract.
- 1.24 Disposal of Debris .1 Debris, including construction materials not incorporated in the work, oil products and containers, and other materials of this nature shall not be stored on site and must be immediately disposed of in suitable locations off site. This includes costs of disposing of contaminated materials such as creosote treated timber. Disposal is the responsibility of the

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Contractor.

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

1.25 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 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.

1.26 Temporary
Navigational Buoys

- .1 The Contractor is to maintain temporary buoys as required to mark any obstructions as construction proceeds. All buoys are to meet the requirements of Canadian Coast Guard Standard TP968 and be equipped with radar reflectors.

<http://www.ccg-gcc.gc.ca/folios/00020/docs/CanadianAidsNavigationSystem2011-eng.pdf>

- .2 The Contractor shall coordinate the buoy installation with the local Harbour Authority.
- .3 The Contractor is responsible for all costs associated with the supply, installation and removal of all temporary navigational buoys.

-----END of SECTION-----

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Project Particulars and Measurement for Payment

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Part 1 - GENERAL

- 1.1 Description of Work
- .1 The work under this Contract involves repairs to the existing "T-shaped" Bay St. Lawrence Wharf structure in Bay St. Lawrence, Victoria County, NS.
 - .2 The Bay St. Lawrence Wharf facility shall remain operational to the public and harbour users for the duration of the Work with the exception of the specific Work Site(s) delineated by the contractor throughout the duration of the Work. The Contractor shall undertake demolition and reinstatement work in phases.
 - 1. For transverse wales and cross bracing, the contractor will be limited to the demolition of four (4) consecutive pile bents prior to reinstatement of new timber members.
 - 2. For longitudinal wales, sheathing, fenders, tires and ladders, the Contractor will be limited to the demolition of six(6) consecutive pile bents along one (1) wharf face prior to reinstatement of new timber members and existing tires.
 - .3 In general, the work under this contract includes but will not necessarily be limited to:
 - .1 Mobilization and demobilization.
 - .2 Select demolition and removal of members/materials of the existing wharf structure, disposal of existing members/materials and salvaging and reinstalling rubber tire fenders.
 - .3 Supply and installation of new timber wales, cross bracing, fenders, sheathing, ladders, and timber fender piles.
 - .4 All other ancillaries, incidentals and work necessary to complete the project as required, indicated and intended.

Part 2 - PROJECT 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 included in the pricing of each pay item as applicable.
- 2.2 Measurement for Payment .1 Mobilization and Demobilization: All work associated with the mobilization and demobilization to the site will not be measured but paid Lump Sum. Include in this item, the cost to deliver materials and equipment to the site and to carry out all components of the work as per the Plans and these Specifications.
- .2 Sitework, Demolition and Removals: Sitework, demolition and removals will not be measured but paid Lump Sum. Sitework, demolition and removals shall include but is not limited to:
- .1 Removal and disposal of existing timbers on the structure as noted on the Plans.
- .2 Disposal off-site of timber and materials (including timbers treated with creosote or other preservatives and all other debris) at a facility approved by the Nova Scotia Department of Environment and Climate Change.
- .3 Removal and re-installation of tire fenders complete with new chain and associated hardware. Include in this item the fabrication, supply and installation of bolts, shackles, bolt sleeves, nuts, washers, etc., that will not be measured but shall be considered incidental to this work.
- .4 All other incidentals and work necessary to complete the project as required, indicated and intended and not included as a unit price item or elsewhere.

.3 Supply and Installation of Dimension
Timber:

- .1 Treated dimension timber for wales, cross bracing, sheathing and fenders shall be measured for payment by the cubic metre (m³). Calculations shall be based on the nominal timber dimensions indicated on the drawings and incorporated into the new Work. Include in this item the fabrication, supply and installation of bolts, hardware, bolt sleeves, nuts, washers, etc., that will not be measured but shall be considered incidental to this work.

.4 Fabricate, Supply and Installation of
Treated Timber Ladders:

- .1 Fabrication, supply and installation of treated timber ladders, including steel rungs and vertical steel holdfasts shall be measured for payment per each unit incorporated into the new Work. Include in this item the fabrication, supply and installation of rungs, holdfasts, bolts, hardware, bolt sleeves, nuts, washers, etc., that will not be measured but shall be considered incidental to this work.

.5 Supply and Installation of Timber Fender
Piles:

- .1 Timber fender piles shall be measured for payment by each unit incorporated into the work. Include in this item the fabrication, supply, and installation of bolts, hardware, driving shoes, nuts, washers, etc., that will not be measured but shall be considered incidental to this work.

1.1 General

- .1 Submit to *Departmental Representative* for review submittals listed, including shop drawings, samples, certificates and other data, as specified in other sections of these Specifications.
- .2 Submit with promptness and in orderly sequence so as to allow for *Departmental Representative's* review and not cause delay in Work. Failure to submit in ample time will not be considered sufficient reason for an extension of Contract time and no claim for extension by reason of such default will be allowed.
- .3 Do not proceed with work until relevant submissions are reviewed by *Departmental Representative*.
- .4 Present shop drawings, product data, samples and mock-ups in SI Metric units. Where items or information is not produced in SI Metric units, provide converted values.
- .5 Review submittals prior to submission to *Departmental Representative*. Ensure during review that necessary requirements have been determined and verified, required field measurements or data have been taken, and that each submittal has been checked and coordinated with requirements of Work and Contract Documents.
 - .1 Submittals not stamped, signed, dated and identified as to specific project will be returned unexamined by *Departmental Representative* and considered rejected.
- .6 Notify *Departmental Representative*, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.

- .7 Verify field measurements and affected adjacent work and coordinate.
- .8 Contractor's responsibility for errors and omissions in submission is not relieved by *Departmental Representative's* review of submittals.
- .9 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by *Departmental Representative's* review.
- .10 Submittal format: paper originals, or alternatively clear and fully legible photocopies of originals. Facsimiles are not acceptable, except in special circumstances pre-approved by *Departmental Representative*. Poorly printed non-legible photocopies or facsimiles will not be accepted.
- .11 Make changes or revision to submissions which *Departmental Representative* may require, consistent with Contract Documents and resubmit as directed by *Departmental Representative*. When resubmitting, notify *Departmental Representative* in writing of any revisions other than those requested.
- .12 Keep one reviewed copy of each submittal document on site for duration of Work.

1.2 Shop Drawings

- .1 Drawings to be originals prepared by Contractor, Subcontractor, Supplier or Distributor, which illustrate appropriate portion of work; showing fabrication, layout, setting or erection details as specified in appropriate Sections.
- .2 Identify details by reference to sheet and detail numbers shown on Contract Drawings.
- .3 Maximum sheet size 860 X 1120 mm.

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| 1.3 <u>Product Data</u> | .1 Certain Specification Sections specify that manufacturer's standard schematic drawings, catalogue sheets, diagrams schedules, performance charts, illustrations and other standard descriptive data will be accepted in lieu of shop drawings. |
| 1.4 <u>Samples</u> | .1 Submit samples in sizes and quantities specified.

.2 Construct field samples and mock-ups at locations acceptable to <i>Departmental Representative</i> .

.3 Accepted samples will become standards of workmanship and material against which, installed work will be checked on project. |
| 1.5 <u>Miscellaneous Data</u> | .1 Provide certificates, methodologies, designs and test results as required. |
| 1.6 <u>Coordination of Submissions</u> | .1 Review shop drawings, product data, samples and miscellaneous data prior to submission.

.2 Verify:
.1 Field Measurements;
.2 Field Construction Criteria; and
.3 Catalogue numbers and similar data.

.3 Coordinate each submission with requirements of work and Contract documents. Individual submissions will not be reviewed until all related information is available.

.4 Contractor's responsibility for errors and omissions in submission is not relieved by <i>Departmental Representative's</i> review of submissions.

.5 Contractor's responsibility for deviations in submission from requirements in Contract documents is not relieved by |

Departmental Representative's review of submission, unless *Departmental Representative* gives written acceptance of specified deviations.

.6 Notify *Departmental Representative*, in writing at time of submission, of deviations from requirements of Contract documents stating reasons for deviations.

.7 After *Departmental Representative's* review, distribute copies.

1.7 Submission
Requirements

.1 Schedule submissions at least fourteen (14) days before dates reviewed submissions will be needed.

.2 Submit number of copies of shop drawings, product data which Contractor requires for distribution, plus 2 copies which will be retained by *Departmental Representative*.

.3 Accompany submissions with transmittal letter, in duplicate, containing:

.1 Date.

.2 Project title and number.

.3 Contractor's name and address.

.4 .4 Identification and quantity of each shop drawing, product data and sample submitted.

.5 Other pertinent data.

.4 Submissions shall include:

.1 Date and revision dates.

.2 Project title and number.

.3 Name and address of:

.1 Contractor

.2 Sub-Contractor

.3 Supplier

.4 Manufacturer

.5 Separate detailer when pertinent

4 .4 Identification of product or material.

.5 .5 Relation to adjacent structure or materials.

Submittal Procedures

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| .6 | .6 | Field dimensions, clearly identified as such. |
| .7 | .7 | Specification Section Number. |
| .8 | .8 | Applicable standards, such as CSA or CGSB numbers. |
| .9 | .9 | A Contractor's stamp, initialled or signed, certifying review of submission, verification of field measurements and compliance with Contract documents. |
| 1.8 | Shop Drawings
<u>Review</u> | .1 The review of shop drawings by PSPC or its authorized consultant is for the sole purpose of ascertaining conformance with the general concept. This review shall not mean that PSPC approves the detail design inherent in the shop drawings, responsibility for which shall remain with the Contractor submitting same, and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the construction and contract documents. Without restricting the generality of the foregoing, the Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for coordination of the work of all sub-trades. |
| 1.9 | <u>Other Reviews</u> | .1 As for shop drawings above, other reviews are for the sole purpose of ascertaining conformance with the general concept. |

-----END of SECTION-----

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Health and Safety Requirements

Page 1

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|-------------------------|--|
| 1.1 <u>Related Work</u> | .1 Section 01 36 20 - Special Procedures on Fire Safety Requirements |
| | .2 Section 01 36 40 - Special Procedures on Lockout Requirements |
| 1.2 <u>Definitions</u> | .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: <ul style="list-style-type: none">.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 <u>Submittals</u> | .1 Make submittals in accordance with Section 01 33 00. |
| | .2 Submit site-specific Health and Safety Plan prior to commencement of Work. <ul style="list-style-type: none">.1 Submit within five (5) work days of |

notification of Bid Acceptance. Provide 2 copies.

- .2 *Departmental Representative* will review Health and Safety Plan and provide comments.
 - .3 Revise the Plan as appropriate and resubmit within five (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.
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- .3 Submit name of designated Health and Safety Site Representative and support documentation specified in the Safety Plan.
 - .4 Submit 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.

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Health and Safety Requirements

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1.4 Compliance
Requirements

- .1 Comply with *Occupational Health and Safety Act* for Province of Nova Scotia, and Regulations made pursuant to the Act.
- .2 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.
 - .1 The Canada Labour Code can be viewed at: <http://laws-lois.justice.gc.ca/eng/>
 - .2 COSH can be viewed at: <http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/index.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)
- .3 Treasury Board of Canada Secretariat (TBS):
 - .1 Treasury Board, Fire Protection Standard April 1, 2010
www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=17316§ion=text
- .4 Canadian Standards Association (CSA):
 - .1 CSA S350-M1980 (R2003), Code of Practice for Safety in Demolition of Structures.
- .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 Contractor shall be responsible for health and safety of persons and safety of property on site and for protection of other employees and general public circulating adjacent to work operations 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 The facility shall remain operational to the public and harbour users for the duration of the Work with the exception of the specific Work Site(s) delineated by the contractor throughout the duration of the Work.
- .2 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.

- .3 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.
 - .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.
- .4 Provide safety orientation session to persons granted access to Work Site. Advise of hazards and safety rules to be observed while on site.
- .5 Ensure persons granted site access wear appropriate PPE. Supply PPE to inspection authorities who require access to conduct tests or perform inspections.
- .6 Secure Work Site against entry when inactive or unoccupied and to protect persons against harm.

1.7 Protection

- .1 Carry out work placing emphasis on health and safety of public, wharf users, site personnel and protection of the environment.
- .2 Give precedence to safety and health of persons and protection of environment over cost and schedule considerations for Work.

- .3 Provide temporary facilities for protection and safe passage of wharf users, public pedestrians and vehicular traffic around and adjacent to work site.
- .4 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.
- .2 Upon request, *Departmental Representative* will provide name and mailing address of provincial department to whom the Notice of Project must be sent.

1.9 Permits

- .1 Obtain applicable permits, licenses and compliance certificates at appropriate times and frequency as stipulated by Authorities having jurisdiction.
- .2 Post permits, licenses and compliance certificates at Work Site.
- .3 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 Carry out initial assessment prior to start of Work with further assessments as needed during progress of Work.

- .3 On-going hazard assessments performed during the progress of work identifying new or potential health risks and safety hazards not previously known. At a minimum, hazard assessments shall be carried out when:
 - .1 New sub-trade work, new subcontractor(s) or new workers arrive at the site to commence another portion of the work.
 - .2 The scope of work has been changed by Change Order.
 - .3 Potential hazard or weakness in current health and safety practices are identified by *Departmental Representative* or by an authorized safety representative.
- .4 Hazard assessments to be project and site specific and based on review of the Contract Documents, site conditions and weather conditions. Record results and address in Health and Safety Plan.
- .5 Each hazard assessment shall be made in writing. Keep documentation on site for entire duration of the Work.

1.11 Project/Site
Conditions

- .1 There are no known hazardous or controlled products stored on site.
- .2 The following are known or potential project-related safety hazards at site:
 - .1 Overhead and underground electrical lines;
 - .2 Working over water;
 - .3 Working under water;
 - .4 Vehicle traffic;
 - .5 Pedestrian traffic;
 - .6 Vessel traffic;
 - .5 Slip and fall hazards;
 - .6 Debris;
 - .7 Noise;
 - .8 Adverse weather;
 - .9 Heavy equipment operation and stability

.3 Include above items in the hazard assessment of the Work Site.

.4 Above items shall not be construed as being complete and inclusive of potential health and safety hazards encountered as a result of Contractor's operations during the course of work.

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 Provide site safety orientation session to all workers and other authorized persons prior to granting them access to work site. Brief persons on site conditions and on the minimum site safety rules in force at site.

.3 Conduct regularly scheduled tool box and safety meetings during the Work in conformance with Occupational Health and Safety regulations.

.4 Keep workers informed of anticipated hazards, on safety practices and procedures to be followed and of other pertinent safety information related to:

.1 Progress of Work.

.2 New sub-trades arriving on site.

.3 Changes in site and project conditions.

.5 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 **Part 1:** - List of individual health risks and safety hazards identified by hazard assessment(s).
 - .2 **Part 2:** - List of specific measures to control or mitigate each hazard and risk identified in Part 1 of Plan. Describe the engineering controls, safe job procedures, and safe work practices and personal protective equipment to be implemented and followed when performing work related to each identified hazard or risk.
 - .3 **Part 3:** - Emergency Measures and Communication Plan and Procedures as follows:

Emergency Measures:

- .1 On site operational procedures, evacuation measures and emergency response to be implemented in the event of an occurrence of an accident or incident.
- .2 Evacuation Plan: site plan layouts showing escape routes, marshalling areas and muster stations. Details on alarm notification methods, fire drills, location of fire-fighting equipment and other related data. Harmonize Plan with facility's Emergency Response and Evacuation Plan. *Departmental Representative* will provide pertinent data including facility management contacts.

Communication Plan and Procedures

- .1 Name, duties and responsibilities of persons designated as Emergency Warden(s) and deputies.
- .2 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.
- .3 Name of Contractor's designated Health & Safety Site Representative and information showing proof of his/her competence and reporting relationship in Contractor's company.
- .4 Names, competence and reporting relationship of other supervisory personnel used in the Work for occupational health and safety purposes.
- .5 Procedures for sharing of work-related safety information to workers and subcontractors, including emergency and evacuation measures.
- .6 List of critical construction activities to be communicated with the Facility Manager and designated Harbour Authority representative(s) which could affect facility and user operations, or pose a risk to the health and safety of their employees and to the general public.
- .3 Prepare Health and Safety Plan in a three column format, addressing the three parts specified above, as follows:

Column 1	Column 2	Column 3
Identified Hazard	Control Measures Implemented	Emergency Measures and Communication Procedures

- .4 Develop Health and Safety Plan in

collaboration with all Subcontractors. Address all work and activities of Subcontractors as they arrive on site. Immediately update Plan and submit to *Departmental Representative*.

- .5 Implement, maintain and enforce compliance with requirements of the Health and Safety Plan until final completion of work and demobilization from site.
- .6 As work progresses, review and update Plan addressing additional health risks and safety hazards identified by on-going hazard assessments.
- .7 Submit revised versions of Plan to *Departmental Representative*.
- .8 Post a typed written copy, including all updates, of the Health and Safety Plan in a common visible location at work site.
- .9 Submission of the Health and Safety Plan, and updates, to the *Departmental Representative* is for review and information purposes only. Its submission shall not be construed to imply approval by *Departmental Representative*, be interpreted as a warranty of being complete, accurate or legislative compliant and shall not relieve the Contractor of legal obligations for the provision of Health and Safety on the construction project..

1.14 Safety Supervision

- .1 Employ Health and Safety Site Representative responsible for daily supervision of health and safety of the Work.
- .2 Health and 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. 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 The following actions or conduct by Contractor, workers and Subcontractors shall be considered as non-conformance with the health and safety requirements of the contract for which a Non-Compliance Notification will be issued to the General Contractor by the *Departmental Representative*:
 - .1 Failure to follow the minimum site

safety rules specified above.

- .2 Negligence resulting in serious injury or major property damage.
- .3 Deliberate non-compliance with Federal and Provincial Acts and Regulations.
- .4 Falsification of information in Workers' Compensation Reports, safety reports or other health and safety related documents submitted to *Departmental Representative* or to Authority Having Jurisdiction.
- .5 Possession of firearms on site.
- .6 Possession of non-prescriptive illegal drugs or alcohol.
- .7 Action, or lack thereof, resulting in the issuance of warnings, fines or stop work orders from an Authority Having Jurisdiction.
- .8 Violation of other specified health and safety rules and requirements as determined by the *Departmental Representative*.

- .3 The final decision as to what constitutes a safety violation or non-compliance issue will be made by *Departmental Representative*.

- .4 Brief workers on site safety rules and on the disciplinary measures to be taken for violation or non-compliance of such rules. Post such information 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 \$5,000.00.
- .2 Submit report in writing.

1.19 Tools and
Equipment Safety

- .1 Implement and follow a scheduled tool and equipment inspection/maintenance program at the work site. Regularly check tools, equipment and machinery for safe operation and perform maintenance at pre-established time and frequency intervals as recommended by manufacturer. Include Subcontractor's equipment as part of the inspection process.
- .2 Do not modify tools or remove guards or safety devices.
- .3 Use appropriate PPE including safety glasses, safety goggles, gloves and hearing protection.
- .4 Use standardized checklists to ensure established safety checks are stringently followed.
- .5 Immediately tag and remove items found faulty or defective off site.

- .6 Maintain written documentation on each inspection. Make available to *Departmental Representative* upon request.
- 1.20 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*
- 1.21 Confined Spaces
 - .1 Abide by occupational health and safety regulations regarding work in confined spaces.
- 1.22 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.
- 1.23 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

-----END of SECTION-----

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1.1 References

- .1 Canada Shipping Act, 2001, amended 2013-12-01; Transport Canada
- .2 Canadian Coast Guard Regulations, Fisheries and Oceans Canada
- .3 Canadian Environmental Protection Act, 1999, amended 2014-03-28; Environment and Climate Change Canada
- .4 Canadian Navigable Waters Act, 2019-08-28; Transport Canada
- .5 Fisheries Act, 1985, amended 2019-06-21; Fisheries and Oceans Canada
- .6 Guidelines for the Use of Explosives in or Near Canadian Fisheries Waters, 1998; Fisheries and Oceans Canada
- .7 Impact Assessment Act, 2019-08-28; Environment and Climate Change Canada
- .8 Migratory Birds Convention Act, 1994, amended 2010-12-10; Environment and Climate Change Canada
- .9 Nova Scotia - Environment Act
- .10 Species at Risk Act, 2002, amended 2013-03-08; Environment and Climate Change Canada and Fisheries and Oceans Canada
- .11 The Federal Policy on Wetland Conservation, 1991; Environment and Climate Change Canada
- .12 Transportation of Dangerous Goods Act, 1992, amended 2009-06-16; Transport Canada
- .13 Workplace Hazardous Materials Information System; Health Canada.

1.2 Definitions

- .1 Archaeological resources: all tangible evidence of human activity that is of historical, cultural or scientific interest. Examples include features, structures, archaeological objects or remains at or from an archaeological site, or an object recorded as an isolated archaeological find.
- .2 Buffer zone: a vegetated land that protects watercourses from adjacent land uses. It refers to the land adjacent to watercourses, such as streams, rivers, lakes, ponds, oceans, and wetlands, including the floodplain and the transitional lands between the watercourse and the drier upland areas.
- .3 Deleterious substance: (a) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water so that it is rendered or is likely to be rendered deleterious to fish or fish habitat or to the use by man of fish that frequent that water, or (b) any water that contains a substance in such quantity or concentration, or that has been so treated, processed or changed, by heat or other means, from a natural state that it would, if added to any other water, degrade or alter or form part of a process of degradation or alteration of the quality of that water so that it is rendered or is likely to be rendered deleterious to fish or fish habitat or to the use by man of fish that frequent that water.
- .4 Fish habitat: spawning grounds and any other areas, including nursery, rearing, food supply and migration areas, on

which fish depend directly or indirectly in order to carry out their life processes.

- .5 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.
- .6 Invasive or alien species: refers to a species or subspecies introduced outside its normal distribution whose establishment and spread threaten ecosystems, habitats or species with economic or environmental harm.
- .7 Navigable water: a canal and any other body of water created or altered as a result of the construction of any work.
- .8 Surface watercourse: refers to the bed and shore of a river, stream, lake, creek, pond, marsh, estuary or salt-water body that contains water for at least part of each year.
- .9 Wetlands: land where the water table is at, near or above the surface or which is saturated for a long enough period to promote such features as wet-altered soils and water tolerant vegetation. Wetlands include organic wetlands or "peatlands," and mineral wetlands that are influenced by excess water but produce little or no peat.

1.3 Transportation

- .1 Transport hazardous materials and hazardous waste in compliance with the *Transportation of Dangerous Goods Act*.

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- .2 Prior to commencement of work, advise and seek approval from the *Departmental Representative* of the existing roads and temporary routes / roads proposed to be used to access work areas and to haul material to and from the site.
 - .3 Vessels are to be permitted safe access through the worksite at all times, and assisted as necessary.
 - .4 All materials and equipment used in construction must be marked in accordance with the Collision Regulations of the *Canada Shipping Act, 2001* when located on the waterway.
 - 1.4 Operation of Machinery
 - .1 Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks, invasive species and noxious weeds.
 - .2 Whenever possible, operate machinery on land above the high water mark in a manner that minimizes disturbance to the banks and bed of the water body.
 - .3 Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.
 - .4 Do not perform cleaning and wash down within a 30 metre buffer zone of a wetland, watercourse or other identified environmentally sensitive area.
 - 1.5 Containment and Spill Management
 - .1 Comply with Federal (*CEPA Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations*) and provincial regulations, codes, standards and guidelines for the storage of fuel and petroleum products on site.
 - .2 Do not dump petroleum products or any

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other deleterious substances on ground or in the water.

- .3 Be diligent and take all necessary precautions to avoid spills when handling petroleum products on site and during fueling and servicing of vehicles and equipment.
- .4 Maintain on site appropriate emergency spill response equipment consisting of at least one 250-litre (55 gallon) overpack spill kit for containment and cleanup of spills. Develop a response plan that is to be implemented immediately in the event of a release or spill of a deleterious substance.
- .5 Maintain vehicles and equipment in good working order to prevent leaks on site.
- .6 Materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, or other chemicals are not to enter the watercourse or soils.
- .7 All equipment to be used in or over the marine environment is to be free from leaks or coatings of hydrocarbon-based fluids and/or lubricants harmful to the environment. Hoses and tanks are to be inspected on a regular basis to prevent fractures and breaks.
- .8 In the event of a petroleum spill immediately notify the Canadian Coast Guard (CCG) at 1-800-565-1633 (24 hour reporting line and the *Departmental Representative*. Perform cleanup in accordance with all regulations and procedures stipulated by authorities having jurisdiction.

1.6 Hazardous Material
Handling

- .1 Store and handle hazardous materials in accordance with applicable federal and

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provincial regulations, codes, standards and guidelines. Store in location that will prevent spillage into the environment.

- .2 Label containers to WHMIS requirements and keep MSDS data sheets on site for all hazardous materials.
- .3 Maintain inventory of hazardous materials and hazardous waste stored on site. List items by product name, quantity and date when stored.
- .4 Store and handle flammable and combustible materials in accordance with National Fire Code.

1.7 Disposal of Wastes

- .1 Do not bury rubbish, construction and demolition debris (i.e., concrete, timbers, steel, impacted soil, etc.) and waste materials on site.
- .2 All work(s) and associated equipment shall be removed from the waterway at Contractor's expense in the event the operation of the work(s) is interrupted or terminated.
- .3 Dispose and recycle construction and demolition debris and waste materials in accordance with provincial waste management regulations.
- .4 Do not dispose of hazardous waste, volatile materials (such as mineral spirits, paints, thinners etc.) and petroleum products into waterways, storm sewers or in waste landfill sites.
- .5 Dispose of hazardous waste in accordance with applicable federal and provincial, regulations, codes, standards and guidelines.

- .6 Conduct daily clean-up of floating or sinking construction materials, litter, and other debris arising from the work site to ensure protection of the marine environment. Any construction debris/material that enters the marine environment must be removed immediately and be disposed of in a provincially approved manner.

1.8 Water Quality

- .1 Where work may affect water quality, schedule work in cooperation with the Harbour Authority as directed by *Departmental Representative* to minimize interference and impact on harbour users.
- .2 Conduct in-water operations in such a manner to limit turbidity and reduce sediment suspension in the water to an absolute minimum at all times.
- .3 Water contamination by preservative treated wood shall be handled as follows:
 - .1 Preservative treated lumber and timber, whether plant or site treated, shall be cured for a minimum of 30 days from date of the treatment application before installation in areas which will be in contact with the water.
 - .2 Do not cut treated wood over the surface of a watercourse or wetland.
 - .3 Do not use liquid-applied preservative products over the surface of a watercourse or wetland.
 - .4 Do not use timber or lumber treated with creosote, petroleum or pentachlorophenol for any part of the work.

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- 1.9 Socioeconomic
Restrictions
- .1 Abide by municipal and provincial regulations for any restrictions on work performed during the night time and with flood lighting of the site. Obtain applicable permits.
 - .2 Direct flood lights in opposite direction of adjacent residential and business areas.
 - .3 Equipment and machinery must be equipped with purposely designed mufflers to reduce noise to lowest possible level.
 - .4 The Contractor will coordinate with the local Harbour Authority prior to commencement of the project activities such that the schedule with the least possible conflicts will be implemented.
- 1.10 Fish Protection
- .1 Ensure that all in-water activities, or associated in-water structures, do not interfere with fish passage, constrict the channel width, or reduce flows.
 - .2 Contractor shall be aware of the risk for contamination of the fish habitat at the site as a result of alien species being introduced in the water.
 - .3 To minimize the possibility of fish habitat contamination and the spread of aquatic invasive/alien species, all construction equipment which will be immersed into the water of a watercourse, or has the possibility of coming into contact with such water during the course of the work, must be cleaned and washed to ensure that it is free of marine growth and invasive/alien species. Equipment shall include boats, barges, rafts, cranes, excavators, haul trucks, pumps, pipe lines and all other miscellaneous tools and equipment

previously used in a marine environment.

- .4 Cleaning and washing of equipment shall be performed immediately upon arrival at the site and before use in or over the body of water.
- .5 Conduct cleaning and washing operations as follows, at a minimum:
 - .1 Scrape and remove heavy accumulation of mud and dispose appropriately.
 - .2 Wash all surfaces of equipment by use of a pressurized fresh water supply.
 - .3 Immediately follow with application of a heavy sprayed coating of undiluted vinegar or other environmentally approved cleaning agent to thoroughly remove all plant matter, animals and sediments.
 - .4 Check and remove all plant, animal and sediment matter from all bilges and filters.
 - .5 Drain standing water from equipment and let fully dry before use.
 - .6 Upon removal from the water, drain standing water from equipment and let fully dry before removal off the site.

1.11 Bird and Bird
Habitat

- .1 Become knowledgeable with and abide by the *Migratory Birds Convention Act (MBCA)* in regards to the protection of migratory birds, their eggs, nests and their young encountered on site and in the vicinity.
- .2 Minimize disturbance to all birds on site and adjacent areas during the entire course of the Work.
- .3 Do not approach concentrations of seabirds, waterfowl and shorebirds when anchoring equipment, accessing wharves or ferrying supplies.

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- .4 During night time work, position flood lights in opposite direction of nearby bird nesting habitat.
- .5 Do not use beaches, dunes and other natural previously undisturbed areas of the site to conduct work unless specifically approved by the *Departmental Representative*.
- .6 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 neighbouring 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.
- .7 All machinery must be well muffled. If necessary, trucks may be required to avoid the use of "hammer" braking along specific sections of the route.

1.12 Species at Risk
and Marine Mammals

- .1 Maintain periodic visual surveys for leatherback sea turtles and marine mammals in and around the project area. In the event of a sighting within a 500 m radius of the project, work must be curtailed until the animal(s) has departed the area, at which time the work can resume.

1.13 Air Quality

- .1 Keep airborne dust and dirt resulting from the work on site to an absolute minimum.
- .2 Dust suppression by the application of

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water must be employed, when required. Apply dust control measures to roads, parking lots and work areas. The *Departmental Representative* shall determine locations where water is to be applied, the amount of water to be applied, and the times at which it shall be applied. Waste oil must not be used for dust control under any circumstances.

- .3 Spray surfaces with water or other environmentally approved product. Use purposely suited equipment or machinery and apply in sufficient quantity and frequency to provide effective result and continued dust control during the entire course of the work.

- .4 Do not use oil or any other petroleum products for dust control.

1.14 Fires

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

1.15 Archaeological

- .1 All construction personnel are responsible for reporting any unusual materials unearthed during construction to the construction supervisor. If the find is believed to be an archaeological resource, the Construction Supervisor will immediately stop work in the vicinity of the find and notify the *Departmental Representative*.

- .2 If an archaeological and / or historically significant item is discovered during the work activities, work in the area will be stopped immediately and the *Departmental Representative* will be contacted as well as the provincial Archaeological Services unit.

a) Nova Scotia - NS Department of Communities, Culture and Heritage, Special Places Program, telephone:

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(902) 424-6475.

- .3 Work can only resume in the vicinity of the find when authorized by the *Departmental Representative* and Construction Supervisor, after approval has been granted by the Nova Scotia Department of Communities, Culture and Heritage.
- .4 In the event of the discovery of human remains of evidence of burials, excavation work will immediately cease and nearest law enforcement agency will be contacted immediately by the *Departmental Representative* and/or the Construction Supervisor.

-----END of SECTION-----

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Special Procedures on Fire Safety Requirements

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|--|---|
| 1.1 <u>Related Work</u> | .1 Section 01 35 29 - Health and Safety Requirements |
| | .2 Section 01 36 40 - Special Procedures on Lockout Requirements |
| 1.2 <u>References</u> | .1 FCC No.301, Standard for Construction Operations |
| | .2 FCC No.302, Standard for Welding and Cutting |
| 1.3 <u>Definitions</u> | .1 Hot Work defined as:
.1 Welding work.
.2 Cutting of materials by use of torch or other open flame devices.
.3 Grinding with equipment which produces sparks. |
| 1.4 <u>Submittals</u> | .1 Submit copy of Hot Work Procedures, to <i>Departmental Representative</i> for review, within 14 calendar days after Contract award. |
| | .2 Include sample of Hot Work Permit. |
| | .3 Submit above documents in accordance with the Section 01 33 00 - Submittal Procedures |
| 1.5 <u>Fire Safety and Hot Work Requirements</u> | .1 Implement and follow fire safety measures during Work and comply with the following:
.1 National Fire Code
.2 Fire Protection Standards FCC No.301, Standard for Construction Operations and FCC No.302, Standard for Welding and Cutting as issued by the Fire Protection Services of Human Resources Development Canada.
.3 Federal and Provincial Occupational Health and Safety Acts and Regulations as specified |

in Section 01 35 29 - Health and Safety.

- .2 In the event of conflict between any provisions of above authorities the most stringent provision shall apply. Should a dispute arise in determining the most stringent requirement, the *Departmental Representative* will advise on the course of action to be followed.

1.6 Conformance

- .1 Ensure that Hot Work Procedures, as established for project and agreed upon with *Departmental Representative*, are stringently followed. Enforce use and compliance by all workers.
- .2 Brief all workers and Subcontractors on Hot Work Procedures and Permit system.
- .3 Failure to comply with the established hot work procedures may result in the issuance of a Non-Compliance Notification at *Departmental Representative's* discretion with possible disciplinary measures imposed as specified in Section 01 35 29 - Health and Safety

1.7 Hot Work Procedures

- .1 Develop Hot Work Procedures to be followed when Hot Work is required as part of the work.
- .2 Describe safe work practices and sequence of activities to be followed on site by Contractor and workers to minimize the potential occurrence of a fire resulting from hot work.
- .3 Hot Work Procedures shall include, at a minimum:
 - .1 Requirement to perform hazard assessment of the site or immediate work area, based on type and extent of Hot Work required, in accordance

- with Hazard Assessment and Safety Plan requirements of Section 01 35 29 - Health and Safety. Carry out a hazard assessment for each hot work event.
- .2 Use of a Hot Work Permit system, issued by an authorized person in Contractor's employ, for each event when hot work is required, granting permission to carry out hot work.
 - .3 Provision of a designated person(s) to carry out a Fire Safety Watch for a minimum of 30 minutes immediately upon completion of the hot work.
 - .4 Procedures shall comply with fire safety codes and standards specified herein and occupational health and safety regulations specified in Section 01 35 29 - Health and Safety.
 - .5 Generic procedures, if used, must be edited and supplemented with pertinent information and tailored to reflect specific project conditions. Clearly label as being the Hot Work Procedures applicable to this Contract.
 - .6 Include within procedures the step by step process on how to prepare and issue the Hot Work Permit.
 - .7 Hot Work Procedures to be in typewritten format, listing step by step procedures and worker instructions, clearly establishing and allocating responsibilities of the following:
 - .1 Worker(s);
 - .2 Designated person(s) authorized to issue the Hot Work Permit;
 - .3 Fire Safety Watcher(s);
 - .4 Subcontractors and Contractor.

-
- 1.8 Hot Work Permits
- .1 Develop "Hot Work Permit" form in typewritten format.
 - .2 Hot Work Permit form to include the following data, at a minimum:
 - .1 Project name and project number.
 - .2 Site name, address and specific area where hot work will be performed.
 - .3 Date when permit issued.
 - .4 Description of type of hot work to be carried out.
 - .5 Special precautions required, including type of fire extinguisher needed.
 - .6 Name and signature of authorized person, designated by Contractor, to issue the permit.
 - .7 Name of worker(s) (clearly printed) to which the permit is being issued
 - .8 Time duration of permit (not to exceed 8 hours) indicating "Start" time and date and "Completion" time and date when Hot Work permit shall be in effect.
 - .9 Worker signatures with date and time when hot work terminated.
 - .10 Specified period of time requiring Fire Safety Watch.
 - .11 Name and signature of person(s) designated as Fire Safety Watcher(s), complete with time & date when safety watch terminated, certifying that the surrounding area was under watchers continual watch and inspection for the minimum time period specified in Permit and commenced immediately upon the completion of Hot Work.
 - .3 Industry Standard forms shall only be used if all data specified above is included on form.
 - .4 Each Hot Work Permit shall be completed in full and signed as follows:

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Special Procedures on Fire Safety Requirements

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- .1 Authorized person issuing Permit before hot work commences.
- .2 Worker(s) upon completion of Hot Work.
- .3 Fire Safety Watcher upon termination of safety watch.
- .5 Return all signed Hot Work Permits to Contractor's Site Superintendent for safe keeping.

-----END of SECTION-----

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| 1.1 <u>Section Includes</u> | .1 Procedures to isolate and lockout electrical facility or other equipment from energy source(s). |
| 1.2 <u>Related Work</u> | .1 Section 01 35 29 - Health and Safety Requirements

.2 Section 01 36 20 - Special Procedures on Fire Safety Requirements |
| 1.3 <u>References</u> | .1 CSA C22.1, Canadian Electrical Code, Part 1, Safety Standard for Electrical Installations.

.2 CSA C22.3 No. 1, Overhead Systems.

.3 CSA C22.3 No. 7, Underground Systems.

.4 COSH, Canada Occupational Health and Safety Regulations made under Part II of the Canada Labour Code. |
| 1.4 <u>Definitions</u> | .1 Electrical Facility: Any system, equipment, device, apparatus, wiring, conductor, assembly or part thereof that is used for the generation, transformation, transmission, distribution, storage, control, measurement or utilization of electrical energy, and that has an amperage and voltage that is dangerous to persons.

.2 Guarantee of Isolation: A guarantee by a competent person in control or in charge that a particular facility or equipment is isolated.

.3 De-energize: In the electrical sense, a piece of equipment is isolated and grounded. E.g. if the equipment is not grounded, it cannot be considered de-energized (DEAD).

.4 Guarded: An equipment or facility is |

covered, shielded, fenced, enclosed, inaccessible by location or otherwise protected in a manner that, to the extent that is reasonably practicable, shall prevent or reduce danger to any person who might touch or go near such item.

- .5 Isolate: An electrical facility, mechanical equipment or machinery is separated or disconnected from every source of electrical, mechanical, hydraulic, pneumatic or other kind of energy that is capable of making it dangerous.
- .6 Live/alive: An electrical facility produces, contains, stores or is electrically connected to a source of alternating or direct current of an amperage and voltage that is dangerous or contains any hydraulic, pneumatic or other kind of energy that is capable of making the facility dangerous to persons.

1.5 Compliance
Requirements

- .1 Perform lockouts in compliance with:
 - .1 Canadian Electrical Code.
 - .2 Federal and Provincial Occupational Health and Safety Acts and Regulations as specified in Section 01 35 29 - Health and Safety Requirements.
 - .3 Regulations and code of practice as applicable to mechanical equipment or other machinery being de-energized.
 - .4 Procedures specified herein.
- .2 In event of conflict between any provisions of above authorities, the most stringent provision shall apply. Should a dispute arise in determining the most stringent requirement, *Departmental Representative* will advise on the course of action to be followed.

1.6 Submittals

- .1 Submit copy of proposed Lockout Procedures and sample form of lockout tags for review.
- .2 Submit documentation within 14 calendar days of Contract award. Do not proceed with work until submittal has been reviewed by *Departmental Representative*.
- .3 Submit above documents in accordance with the Section 01 33 00 - Submittal Procedures
- .4 Resubmit Lockout Procedures with noted revisions as may result from *Departmental Representative's* review.

1.7 Isolation of Existing Services

- .1 Obtain *Departmental Representative's* written authorization prior to conducting work on an existing active, energized service or facility required as part of the work and before proceeding with lockout of such services or facility.
- .2 To obtain authorization, submit to *Departmental Representative* the following documentation:
 - .1 Written Request for Isolation of the service or facility.
 - .2 Copy of Contractor's Lockout Procedures.
- .3 Make a Request for Isolation for each event, unless directed otherwise by *Departmental Representative*, and as follows:
 - .1 Fill-out standard forms in current use at the Facility when so directed by *Departmental Representative*.
 - .2 Where no form exists at Facility, make request in writing identifying:
 - .1 Identification of system or

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- equipment to be isolated, including its location.
 - .2 Time duration, indicating Start time & date and Completion time & date when isolation will be in effect.
 - .3 Voltage of service feed to system or equipment being isolated.
 - .4 Name of person making the request.
 - .3 Document to be in typewritten format.
 - .4 Do not proceed until receipt of written notification from *Departmental Representative* granting the Isolation Request and authorization to proceed with the isolation of designated equipment or facility. *Departmental Representative* may designate other individual at the Facility as the person authorized to grant the Isolation Request.
 - .5 Conduct safe, orderly shut-down of equipment or facilities, de-energize and isolate power and other sources of energy and lockout items in accordance with requirement of clause 8 below.
 - .6 Plan and schedule shut down of existing services in consultation with the *Departmental Representative* and the Facility Manager. Minimize impact and downtime of facility operations.
 - .7 Determine in advance, as much as possible, in cooperation with the *Departmental Representative*, the type and frequency of situations which will require a Request for Isolation. Follow the *Departmental Representative's* directives in this regard.

- .8 Conduct hazard assessment(s) as part of the planning process of isolating existing equipment and facilities. Hazard Assessments to conform to requirements of Section 01 35 29 - Health and Safety Requirements.

1.8 Lockouts

- .1 Isolate and lockout electrical facilities, mechanical equipment and machinery from all potential energy sources prior to starting work on such items.
- .2 Develop and implement lockout procedures to be followed on site as an integral part of the Work.
- .3 Use energy isolation lockout devices specifically designed and appropriate for type of facility or equipment being locked out.
- .4 Use industry standard lockout tags.
- .5 Provide appropriate safety grounding and guards, as required.
- .6 Prepare Lockout Procedures in writing. Describe safe work practices, work functions and sequence of activities to be followed on site to safely isolate all potential energy sources and lockout facilities and equipment.
- .7 Include within procedures a system of worker request and issuance of individual lockout permit by a person, employed by Contractor, designated to be "in-charge" and being responsible for, at a minimum:
 - .1 Controlling issuance of permits or tags to workers.
 - .2 Determining permit duration.
 - .3 Maintaining record of permits and tags issued.
 - .4 Submitting a Request for Isolation

- to *Departmental Representative* when required in accordance with Clause 7 above.
- .5 Designating a Safety Watcher, when one is required based on type of work.
- .6 Ensuring equipment or facility has been properly isolated, providing a Guarantee of Isolation to worker(s) prior to proceeding with work.
- .7 Collecting and safekeeping lockout tags, returned by workers, as a record of the event.
- .8 Clearly establish, describe and allocate, within procedures, the responsibilities of:
 - .1 Workers.
 - .2 Designated person controlling issuance of lockout tags/permits.
 - .3 Safety Watcher.
 - .4 Subcontractors and General Contractor.
- .9 Procedures shall meet the requirements of Codes and Regulations specified in clause 5 above.
- .10 Generic procedures, if used, must be edited and supplemented with pertinent information and tailored to reflect specific project conditions. Clearly label as being the procedures applicable to this Contract. Incorporate site specific rules and procedures established by Facility Manager and in force at site. Obtain such procedures through the *Departmental Representative*.
- .11 Procedures to be in typewritten format.
- .12 Submit copy of Lockout Procedures to *Departmental Representative*, in

accordance with submittal procedures of Clause 1.6 above, prior to commencement of work.

1.9 Conformance

- .1 Ensure that lockout procedures, as established for project on site, are stringently followed. Enforce use and compliance by all workers.
- .2 Brief all persons working on electrical facilities, mechanical and other equipment fed by an energy source on requirements of this section.
- .3 Failure to perform lockouts in accordance with regulatory requirements or follow procedures specified herein may result in the issuance of a Non-Compliance Notification at the *Departmental Representative's* discretion with possible disciplinary measures imposed as specified in Section 01 35 29 - Health and Safety Requirements.

1.10 Site Documents

- .1 Post Lockout Procedures on site in common location for viewing by workers.
- .2 Keep copies of Request for Isolation submitted to *Departmental Representative* and lockout permits or tags issued to workers during the course of work for full project duration.
- .3 Upon request, make such data available to *Departmental Representative* or to authorized safety representative for inspection.

-----END of SECTION-----

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Testing and Quality Control

Page 1

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- 1.1 Related Requirements .1 Particular requirements for inspection and testing to be carried out by a testing laboratory designated by *Departmental Representative* as specified under various Sections.
- 1.2. Appointment and Payment .1 *Departmental Representative* will appoint and pay for services of testing laboratory except for the following:
- .1 Inspection and testing required by laws, ordinances, rules, regulations or orders of public authorities.
 - .2 Inspection and testing performed exclusively for Contractor's convenience.
 - .3 Testing, adjustment and balancing of conveying systems, mechanical and electrical equipment and systems.
 - .4 Mill tests and certificates of compliance.
 - .5 Tests specified to be carried out by Contractor under the supervision of *Departmental Representative*.
 - .6 Re-inspection and retesting required as a result of failed materials.
- .2 Where tests or inspections by designated testing laboratory reveal work not in accordance with Contract requirements, Contractor shall pay costs for additional tests or inspections as *Departmental Representative* may require to verify acceptability of corrected work.
- 1.3 Contractor's Responsibilities .1 Furnish labour and facilities to:
- .1 Provide access to work to be inspected and tested.
 - .2 Facilitate inspections and tests.
 - .3 Make good work disturbed by inspection and tests.
 - .4 Provide storage on site for laboratory's exclusive use to store equipment and cure test samples.

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Testing and Quality Control

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- .2 Notify the *Departmental Representative* sufficiently in advance of operations to allow for assignment of laboratory personal and scheduling of tests.
 - .3 Pay costs for uncovering and making good work that is covered before required inspection or testing is completed and approved by the *Departmental Representative*.
- 1.4 Rejected Work
 - .1 Remove and replace defective Work, whether result of poor workmanship, use of defective or damaged products and whether incorporated in Work or not, which has been identified by *Departmental Representative* as failing to conform to Contract Documents.
 - .2 Make good damages to new and existing construction and finishes resulting from removal or replacement of defective work.

-----END of SECTION-----

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Bay St. Lawrence, Victoria County, NS

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Temporary Facilities

Page 1

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| 1.1 <u>Access</u> | .1 | Provide and maintain adequate access to project site. |
| | .2 | If authorized to use existing roads or structures for access to project site, maintain such roads for duration of Contract and make good damage resulting from Contractor's use of roads. |
| | .3 | The contractor is to maintain full access to the work site. Should a court injunction be required ordering a person or group to refrain from impeding access to the site, such as a demonstration, picketing or union action, then obtaining the injunction and any associated costs will be considered incidental to this contract. Any delays associated with such activity will be considered incidental to this contract. |
| 1.2 <u>Contractor's Site Office</u> | .1 | Not required. |
| | .2 | Keep on site a copy of contract documents, all letters, orders, notices and other communications as well as all other materials as specified under Section 01 10 10 |
| 1.3 <u>Storage Sheds</u> | .1 | Contractor to make his own arrangements for on-site storage areas. |
| | .2 | Provide adequate weather tight sheds with raised floors, for storage of materials, tools and equipment which are subject to damage by weather. |
| 1.4 <u>Sanitary Facilities</u> | .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. |
| 1.5 <u>Parking</u> | .1 | Contractor to make own arrangements to |

provide parking space for employees.

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| 1.6 <u>Power</u> | .1 | Arrange, pay for and maintain temporary electrical power supply in accordance with governing regulations and ordinances. |
| | .2 | Install temporary facilities for power such as poles, lines and cables to approval of local electric utility. |
| 1.7 <u>Water Supply</u> | .1 | Arrange, pay for and maintain temporary water supply in accordance with governing regulations and ordinances, as required. |
| 1.8 <u>Barricades</u> | .1 | Provide and maintain sufficient barricades, fencing, notices, warning signs, light signals, etc. for the protection of adjoining property and to warn others and workers engaged on the job of the dangers caused by the work. |
| | .2 | Types and location of barricades, etc. to be in accordance with local regulations and to the satisfaction of <i>Departmental Representative</i> . |
| | .3 | The presence of such barricades, lights, etc. shall not relieve the Contractor of the responsibility for any damages. |
| 1.9 <u>Security</u> | .1 | Contractor to make his own arrangements for security of his equipment, materials, damages resulting from fire and theft. |
| 1.10 <u>Site Signs and Notices</u> | .1 | Only Project Identification and Consultant/ Contractor signboards and notices for safety or instruction are permitted on site. |
| | .2 | Format, location and quantity of site signs and notices to be accepted by <i>Departmental Representative</i> . |
| | .3 | Signs and notices for safety or instruction to be in English and French |

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Temporary Facilities

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languages, or commonly understood graphic symbols.

1.11 Removal of
Temporary
Facilities

- .1 Remove temporary facilities from site when directed by *Departmental Representative*.
- .2 If project is closed down for a period of time, keep temporary facilities operational until no longer required by *Departmental Representative*.

-----END of SECTION-----

Wharf Repairs

Bay St. Lawrence, Victoria County, NS

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Material and Equipment

Page 1

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|--|---|
| 1.1 <u>General</u> | <ul style="list-style-type: none">.1 Use new material and equipment unless otherwise specified..2 Submit following information for any or all materials and products proposed for supply within seven (7) days of request by <i>Departmental Representative</i>:<ul style="list-style-type: none">.1 name and address of manufacturer.2 trade name, model and catalogue number.3 performance, descriptive and test data.4 manufacturer's installation or application instructions.5 evidence of arrangements to procure..3 Provide material and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available..4 Use products of one manufacturer for equipment or material of same type or classification unless otherwise specified. |
| 1.2 <u>Manufacturer's Instructions</u> | <ul style="list-style-type: none">.1 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods..2 Notify <i>Departmental Representative</i> in writing of any conflict between these specifications and manufacturer's instructions. <i>Departmental Representative</i> will designate which document is to be followed. |
| 1.3 <u>Delivery and Storage</u> | <ul style="list-style-type: none">.1 Deliver, store and maintain packaged material and equipment with manufacturer's seal and labels intact..2 Prevent damage, adulteration and soiling of material and equipment during delivery, handling and storage. Immediately remove rejected material and equipment from site..3 Store material and equipment in accordance with supplier's instructions. |

1.4.1 Conformance

- .1 When material or equipment is specified by standard or performance specifications, upon request of *Departmental Representative*, obtain from manufacturer an independent testing laboratory report, stating that material or equipment meets or exceeds specified requirements.

1.5 Substitution

- .1 Proposals for substitution may be submitted only after award of Contract. Such requests must include statements of respective costs of items originally specified and proposed substitutions.
- .2 Proposals will be considered by *Departmental Representative* if:
 - .1 Products selected by tenderer from those specified, are not available, or
 - .2 Delivery date of products from those specified would unduly delay completion of Contract, or
 - .3 Alternative products to those specified, which are brought to attention of, and considered by *Departmental Representative* as equivalent to those specified and will result in a credit to Contract amount.
- .3 Should proposed substitution be accepted either in part or in whole, assume full responsibility and costs when substitution affects other work on project. Pay for design or drawing changes required as result of substitution.
- .4 Amounts of all credits arising from approval of substitutions will be determined by *Departmental Representative* and Contract price will be reduced accordingly. No substitutions will be permitted without prior written approval of *Departmental Representative*.
- .5 *Departmental Representative* reserves the

-----END of SECTION-----

Cleaning

Page 1

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| 1.1 <u>General</u> | <ul style="list-style-type: none">.1 Conduct cleaning and disposal operations to comply with all applicable laws and ordinances..2 Store volatile waste in covered metal containers, and remove from premises at end of each working day..3 Prevent accumulation of waste which create hazardous conditions..4 Provide adequate ventilation during use of volatile or noxious substances. |
| 1.2 <u>Cleaning During Construction</u> | <ul style="list-style-type: none">.1 Maintain the work, at least on a daily basis free from accumulations of waste material and debris..2 Provide on-site containers for collection of waste materials and debris..3 Remove all waste and debris from site. |
| 1.3 <u>Final Cleaning</u> | <ul style="list-style-type: none">.1 In preparation for acceptance of the project on an interim or final certificate of completion perform final cleaning..2 Remove grease, dust, dirt, stains, and other foreign materials from finished surface..3 Remove all surplus materials, debris, tools and equipment. |

-----END of SECTION-----