



Fisheries and Oceans  
Canada

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Canada

# **Small Craft Harbours Pacific Region**

## **SPECIFICATIONS**

### **TURNING DOLPHIN REMOVAL**

#### **BELLA COOLA SMALL CRAFT HARBOUR**

##### **BELLA COOLA, BC**

**MAY 2022**

**SPECIFICATIONS**

<b>SECTION</b>	<b>TITLE</b>
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**LIST OF DRAWINGS**

<b>NUMBER</b>	<b>TITLE</b>
BC-DR-001	Site Plan
BC-DR-002	Turning Dolphin Plan
BC-DR-003	Elevations

**APPENDICES**

APPENDIX A – Construction Environmental Management Plan (CEMP)

APPENDIX B – Reference Documents

## 1 COMMENCEMENT AND COMPLETION

- .1 The contractor shall mobilize the site no later than **September 20<sup>th</sup>, 2022**.
- .2 All work, including cleanup and demobilization, shall be completed by **October 23<sup>rd</sup>, 2022**.

## 2 INSPECTION OF SITE

- .1 It is the responsibility of each bidder to obtain all necessary information pertaining to local site conditions and existing works, beyond the information provided in this Specification and accompanying drawing(s).

## 3 PERMITS, CERTIFICATES, LAWS AND ORDINANCES

- .1 The Contractor must, at his own expense, procure all permits, certificates and licenses required of him by law for the execution of his work under this contract. He shall comply with all Federal, Provincial or Municipal laws, ordinances or rules and regulations relating to the performance of his work and in force during the duration of this contract.
- .2 The Contractor is required to give all required notices, comply with all local, municipal, provincial, and federal laws, ordinances, codes, by-laws, rules and regulations relating to the work.
- .3 All work to be done in accordance with Work Safe BC regulations.
- .4 The Contractor shall comply with Federal and Provincial laws, orders and regulations concerning the control and abatement of water and air pollution.
- .5 The Contractor shall comply with the requirements of any local or other Noise By-Laws.

## 4 MINIMUM STANDARDS

- .1 In the absence of other standards specified in the contract documents, all work is to conform to, or exceed, the minimum standards of the Canadian Government Specifications Boards, the Canadian Standards Association, the American Society for Testing of Materials, or the National Building Code of Canada, whichever is applicable.
- .2 All work to be done in accordance with Work Safe BC regulations.

## 5 INTERFERENCE WITH OPERATION

- .1 The Contractor shall obey all navigation regulations and conduct operations so as to interfere as little as possible with the use of berthing spaces, fairways and passages. Install and maintain any and all protection to navigation as may be required by any properly constituted authority or by the Owner. During the course of construction and clean-up, do not dispose of surplus, waste or demolished materials in navigable waters.
- .2 The Contractor shall upon instruction of the Owner or Engineer, promptly remove any of the Contractor's equipment located outside the specified work area and obstructing any harbour operation.

**6 COMPLIANCE WITH STANDARD SPECIFICATIONS CODES AND REGULATIONS**

- .1 Unless expressly stated to the contrary, all materials, equipment and articles furnished by the Contractor shall comply with the applicable provisions of the standards of the Canadian Standards Association (CSA) or the Canadian Government Specification Board (CGSB) with the applicable provisions of the American Society for Testing Materials (ASTM), National Dredging Association (NFPA), American Concrete Institute (ACI) and the American Water Works Association (AWWA).
- .2 The Contractor shall follow all regulations in accordance with the Fisheries Act. Care shall be taken not to release any deleterious materials to fish habitat, into the water.
- .3 All work to be done in accordance with Work Safe BC regulations.

**7 CONTRACTOR'S PERSONNEL**

- .1 The Contractor's representative on site shall be completely familiar with the method of work to be employed. Such personnel shall remain on site for the duration of the work.

**8 RESPONSIBILITY TO PERSONNEL**

- .1 The Contractor shall have full responsibility for the board, lodging and transportation of his personnel and subcontractors. The cost for this shall be incorporated into his unit prices. He shall comply with all labor requirements, and Worker's Compensation regulations.

**9 BARRIERS, LIGHTS AND WATCHING**

- .1 The Contractor shall provide all requisite barriers, fences, warning signs, lights and watching for the protection of persons and property on or adjacent to the site.

**10 SITE ACCESS**

- .1 The Contractor shall provide access to the work for the Owner's inspectors and surveyors as required.
- .2 General site access shall be coordinated with the Owner.
- .3 The Contractor shall maintain routes of travel, with the Owner being the sole judge as to what may be deemed reasonable.
- .4 The Contractor shall erect and maintain barriers, fences, lights, warning devices, and other protective devices as may be required for prevention of theft or damage of goods and protection of the public and workmen, or if so ordered by the Owner.

**11 CONSTRUCTION AREA**

- .1 The Contractor shall regulate construction traffic on public areas and comply with all local ordinances in connection therewith, including load limitation and removal of debris.
- .2 The Contractor shall confine his operations on the site to those areas actually required for the work including routes and regulations approved by the Owner for haulage of materials.

**12 NIGHT WORK**

- .1 The Contractor shall keep proper lights each night between the hours of sunset and sunrise upon all floating plants, false-work and other obstructions where necessary, and upon all buoys of such size and in such locations as required by a governing authority. When work is done at night, maintain from sunset to sunrise such lights on or about the work and plant as necessary for the proper observation of the work and the efficient prosecution thereof.

**13 CLEAN-UP**

- .1 At all times the Contractor shall keep the site free from accumulation of waste material and debris and leave the site clean and tidy on completion.

**14 TEMPORARY SERVICES**

- .1 On site the Contractor shall make his own arrangements for supply of water and electricity.
- .2 The Contractor shall supply for his own use; sanitary, first aid, and all other temporary services and facilities required for the work.

**15 PROGRESS REPORT**

- .1 The Contractor shall keep a daily record of progress of the work available for inspection by the Engineer.
- .2 The daily record shall include particulars of weather conditions, number of men working, plant and equipment working and work performed.

**16 ENGINEER'S ACCESS**

- .1 The Contractor shall provide access to the work for the Engineer's inspectors and surveyors as required.

**17 PERMITS AND ROYALTIES**

- .1 Permits and licenses required for the Contractors work are the responsibility of the Contractor and shall be for the Contractor's account. The Contractor shall have the appropriate business license.

**18 PROTECTION OF EXISTING STRUCTURES**

- .1 Existing structures, adjacent marine facilities, roads, services, piping or equipment within the work area which are not to be replaced shall be properly protected from any injury or damage, direct or indirect. Any damage that is caused as a result of the operations of the Contractor shall be repaired and made good at the Contractor's expense to the satisfaction of the Engineer.

**19 WEATHER**

- .1 Time lost by the Contractor due to stoppage on account of adverse weather conditions may be allowed, at the discretion of the Engineer, as an extension of time for the completion of the work over and above the date of completion specified in the contract agreement.

**20 SOIL DATA AND EXISTING TOPOGRAPHY**

- .1 The Contractor shall notify the Engineer of any subsurface conditions at the place of the work that may differ materially from those indicated in the contract documents.

**21 UTILITIES AND SERVICES**

- .1 The Contractor shall be responsible for any damage to overhead, underwater and/or underground utilities and/or services caused by the Contractor's operations and shall repair and make good the repairs at the Contractor's own expense.
- .2 The Contractor shall be responsible, unless otherwise agreed to by the Engineer, for all temporary or construction services and utilities, and first aid facilities.

**22 CARE OF FINISHED WORK**

- .1 The Contractor shall protect all finished work from injury, defacement, unauthorized entry, or trespass until such time as the work described in the contract documents is substantially complete.

**23 DISPOSAL**

- .1 All material designated to be replaced or removed will become the property of the Contractor and will be disposed of in an environmentally acceptable manner so that they neither become a menace to marine navigation nor a nuisance to the public on adjacent or any other property.
- .2 All replaced items, cut-offs and waste material shall be disposed by the Contractor in strict accordance with provincial, local, and municipal regulations and Part 8 of the National Building Code and with the Canadian Construction Safety Code.
- .3 Conduct clean-up and disposal operations to comply with local ordinances and antipollution laws.

**24 MATERIAL HANDLING AND STORAGE**

- .1 Any materials damaged by the Contractor during handling, transportation and storage shall be replaced at the Contractor's expense.
- .2 While the Contractor is mobilized on site, the Contractor is responsible for protecting all materials (including Owner supplied materials) from damage and theft. As a minimum, the Contractor shall provide fencing around any stored materials that are accessible to the general public.

## **25 CONSTRUCTION WORK SCHEDULE**

- .1 The Contractor shall work whatever shifts required in order to ensure the work meets regulatory windows and is completed by the completion date of the contract.
- .2 The Contractor shall normally perform all work within daylight hours, except in instances where the Contractor has requested and received approval for shift changes from the Owner.
- .3 The Contractor must notify the Owner immediately whenever a variation from the construction schedule is expected to occur or when the submission of the submittals will be delayed.

## **26 SETTING OUT OF WORK**

- .1 The Contractor is expected to familiarize themselves with the site, facilities and amenities within.
- .2 The Contractor shall not enter on nor occupy with men, tools, equipment or material, any ground outside the property of the Harbour Authority without the written consent of the party owning such ground. Other Contractors or employees or representatives of the Department may, for all necessary purposes, enter upon the work and premises used by the Contractor, and the Contractor shall conduct his work so as not to impede unnecessarily any work being done by others nor adjacent to the site.

## **27 AS-BUILT DRAWINGS**

- .1 The Contractor shall mark up one set of plans with any changes or amendments implemented during the Contract. These plans shall be submitted to the engineer before the Final Certificate of completion is issued.

## **28 SITE SECURITY**

- .1 The Contractor is responsible for all materials and equipment either supplied by the Contractor, the Client Department, or the Owner. The Contractor is responsible for the repair and replacement of stolen or damaged items.

## **29 SITEWORK**

- .1 All heavy construction equipment shall be free of leaks and cleaned prior to construction.
- .2 The Contractor shall have absorbent pads on site in case of any oil leaks or contaminants entering the water.
- .3 The Contractor shall develop a construction plan that minimizes disruption to harbour operations.

.4 The site shall be left in a safe condition at the completion of each work day.

### **30 CO-OPERATION WITH HARBOUR AUTHORITY**

.1 Refer to Invitation to Tender (ITT).

### **31 CONDITION OF STRUCTURE**

.1 Existing structures, adjacent marine facilities, roads, and all other structures, services, piping or equipment within the work area shall be properly protected from any injury or damage, direct or indirect. Any damage that is caused as a result of the operations of the Contractor shall be repaired and made good at the Contractors expense to the satisfaction of the Owner.

### **32 INSPECTION OF STRUCTURE**

.1 The Owner or inspector, shall inspect the completed works. The Contractor shall be responsible for the costs of any re-inspections that may be required due to errors or omissions of the Contractor.

**END OF SECTION**



**1 GENERAL**

- .1 Demolition and disposal shall be carried out in strict accordance with provincial, local, and municipal regulations and Part 8 of the National Building Code and with the Canadian Construction Safety Code.

**2 EQUIPMENT**

- .1 The Contractor shall furnish all labour, materials, tools, plant and services required incidental to the completion to the full extent of the drawings and specifications for execution of all demolition and protection work specified herein.

**3 REMOVAL OF DEMOLISHED MATERIAL**

- .1 All materials to be demolished shall become the Contractor's property and the Contractor must remove it from the work site.

**4 PROTECTION OF STRUCTURES TO REMAIN**

- .1 Protect remaining structural elements, services and equipment against damage from demolition works.
- .2 Contractor is liable for any damage caused to structures not specified for removal as a result of completing work.

**5 CLEANING**

- .1 Keep site clean and organized throughout demolition procedure in accordance to environmental requirements.

**END OF SECTION**

## **1 General**

Refer to Construction Environmental Management Plan (CEMP) in Appendix A

**END OF SECTION**

## 1 GENERAL

This section provides Health and Safety Requirements, required as part of this Contract.

## 2 REFERENCES

Unless specified otherwise, Health and Safety Requirements shall conform to the current edition of the following standards:

- .1 Government of Canada  
Canada Labour Code, Part II  
Canada Occupational Health and Safety Regulations.
- .2 National Building Code of Canada (NBC):  
Part 8, Safety Measures at Construction and Demolition Sites.
- .3 Canadian Standards Association (CSA):  
CSA S269, Falsework for Construction Purposes.  
CSA S269.2, Access Scaffolding for Construction Purposes.  
CSA-S350, Code of Practice for Safety in Demolition of Structures.
- .4 Fire Protection Engineering Services, HRSDC:  
FCC No. 301, Standard for Construction Operations.  
FCC No. 302, Standard for Welding and Cutting.  
HRSDC website:  
[http://www.hrsdc.gc.ca/eng/labour/fire\\_protection/policies\\_standards/commissioner/index.shtml](http://www.hrsdc.gc.ca/eng/labour/fire_protection/policies_standards/commissioner/index.shtml)
- .5 American National Standards Institute (ANSI):  
ANSI A10.3, Operations – Safety Requirements for Powder-Actuated Fastening Systems.
- .6 Province of British Columbia:  
Workers Compensation Act. Part 3 Occupational Health and Safety.  
Occupational Health and Safety Regulation
- .7 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
  - .1 Material Safety Data Sheets (MSDS).

## 3 GENERAL CONDITIONS

- .1 Provide safety barricades around work site as required to provide a safe working environment for workers and protection for pedestrian traffic.
- .2 Ensure that non-authorized persons are not allowed to circulate in designated construction areas of the work site.
- .3 Provide appropriate means by use of barricades, fences, and warning signs as required.
- .4 Secure site at night time as deemed necessary to protect site against entry.
- .5 Mark floating equipment with lights in accordance with International Rules of Road and maintain radio watch on board.
- .6 Place and maintain buoys, markers and lights required to define work and disposal areas.

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#### **4 RESPONSIBILITY**

- .1 Assume responsibility as the Prime Contractor under this Contract.
- .2 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .3 Comply with and enforce compliance by employees with safety requirements of contract documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.

#### **5 GENERAL REQUIREMENTS**

- .1 Comply with specified codes, acts, bylaws, standards and regulations to ensure safe operations at site.
- .2 In event of conflict between any provision of the above authorities, the most stringent provision will apply. Should a dispute arise in determining the most stringent requirement, the Departmental Representative will advise on the course of action to be followed.
- .3 Mark floating equipment with lights in accordance with requirements and directives of Queen's Harbour Master.
- .4 Develop written site-specific Health and Safety Plan based on hazard assessment prior to beginning site Work and continue to implement, maintain, and enforce plan until final demobilization from site. Health and Safety Plan must address project specifications.
- .5 Departmental Representative may respond in writing, where deficiencies or concerns are noted and may request re-submission with correction of deficiencies or concerns

#### **6 COMPLIANCE REQUIREMENTS**

- .1 Comply with Workers Compensation Act, B.C.
- .2 Comply with Occupational Health and Safety Regulations.
- .3 Comply with Canada Labour Code, Canada Occupational Safety and Health Regulations.
- .4 Small Craft Harbours may terminate the Contract without liability to Small Craft Harbours where the Contractor, in the opinion of Small Craft Harbours, refuses to comply with a requirement of the Workers' Compensation Act or the Occupational Health and Safety Regulations.
- .5 It is the Contractor's responsibility to ensure that all workers are qualified, competent and certified to perform the work as required by the Workers' Compensation Act or the Occupational Health and Safety Regulations.

#### **7 WORKER'S COMPENSATION BOARD COVERAGE**

- .1 Comply fully with the Workers' Compensation Act, regulations and orders made pursuant thereto, and any amendments up to the completion of the work.
- .2 Maintain Workers' Compensation Board coverage during the term of the Contract, until and including the date that the Certificate of Final Completion is issued.

## **8 SUBMITTALS**

- .1 Submit site-specific Health and Safety Plan: Within 7 days after date of Notice to Proceed and prior to commencement of Work. Health and Safety Plan must include:
  - .1 Results of site specific safety hazard assessment.
  - .2 Results of safety and health risk or hazard analysis for site tasks and operation found in work plan.
  - .3 Risk Management and Safety Procedure for possible events including but not limited to storm, fire, and fall.
- .2 Submit one copy of Contractor's authorized representative's work site health and safety inspection reports to Departmental Representative weekly.
- .3 Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- .4 Submit copies of incident and accident reports.
- .5 Submit WHMIS MSDS - Material Safety Data Sheets if requested.
- .6 Departmental Representative may review Contractor's site-specific Health and Safety Plan and provide comments to Contractor within 5 days after receipt of plan. Revise plan as appropriate and resubmit plan to Departmental Representative within 5 days after receipt of comments from Departmental Representative.
- .7 Departmental Representative review of Contractor's final Health and Safety plan should not be construed as approval and does not reduce the Contractor's overall responsibility for construction Health and Safety.
- .8 Medical Surveillance: where prescribed by legislation, regulation or safety program, submit certification of medical surveillance for site personnel prior to commencement of Work, and submit additional certifications for any new site personnel to Departmental Representative.
- .9 On-site Contingency and Emergency Response Plan: address standard operating procedures to be implemented during emergency situations.

## **9 FILING OF NOTICE**

- .1 File Notice of Project with Provincial authorities prior to beginning of Work.

## **10 SAFETY ASSESSMENT**

- .1 Perform site specific safety hazard assessment related to project.

## **11 MEETINGS**

- .1 Schedule and administer Health and Safety meeting prior to commencement of Work.

**12 PROJECT/SITE CONDITIONS**

- .1 Work at site will involve contact with:
- .2 Harbour Manager.
- .3 Departmental Representative.

**13 UNFORSEEN HAZARDS**

- .1 When unforeseen or peculiar safety-related factor, 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.

**14 HEALTH AND SAFETY CO-ORDINATOR**

- .1 Employ and assign to Work, competent and authorized representative as Health and Safety Co-ordinator. Health and Safety Co-ordinator must:
  - .1 Have site-related working experience specific to activities associated with the repairs.
  - .2 Have working knowledge of occupational safety and health regulations.
  - .3 Be responsible for completing Contractor's Health and Safety Training Sessions and ensuring that personnel not successfully completing required training are not permitted to enter site to perform Work.
  - .4 Be responsible for implementing, enforcing daily and monitoring site-specific Contractor's Health and Safety Plan.
  - .5 Be on site during execution of Work.

**15 POSTING OF DOCUMENTS**

- .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of Province having jurisdiction, and in consultation with Departmental Representative.

**16 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 may stop Work if non-compliance of health and safety regulations is not corrected.

**17 WORK STOPPAGE**

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.

**END OF SECTION**