
Part 1 GENERAL

1.1 Documents Required

- .1 Maintain at job site, one copy each of the following:
 - .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 Manufacturer's installation and application instructions
 - .10 Company safety plan.
 - .11 Daily tool box meetings
 - .12 Company telephone contacts

1.2 Site Conditions

- .1 Records of existing structures and geotechnical reports may be available for inspection at the offices of Fisheries and Oceans Canada, 2920 Hwy 104 Antigonish County NS. This material is not necessarily up-to-date and is for information purposes only. It should be complemented with site visits and consultation with appropriate expertise.

1.3 Work Schedule and Completion Dates

- .1 Prepare and submit to the *Departmental Representative* within five (5) days of notification of Contract award, one (1) 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 of submissions, review and return of all drawings, etc.; the dates of Substantial Completion; and intended man hours of labour and equipment for each major items of work. If the schedule as submitted is unacceptable in any way, submit without delay a revised schedule satisfactory to the *Departmental Representative*.
 - .2 The *Departmental Representative* is to notify the Contractor in writing of acceptance of the Construction Schedule. Comply with the Dates of the Construction Schedule at all times. If, for any reason the Construction Schedule is not followed, immediately notify the *Departmental Representative* of the changes and submit a revised schedule for acceptance. Upon written acceptance by the *Departmental Representative*, this schedule will become the Construction Schedule.
 - .3 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.
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1.4 Measurement Responsibilities

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

1.5 Contractor's Use of Site

- .1 Cooperate with Harbour Authority and users of existing facilities. All work taking place will be coordinated and agreed to so that there will be minimal impact to the daily ongoing activities of the harbour.
- .2 Should interferences occur, take directions from *Departmental Representative*.
- .3 Do not unreasonably encumber site with materials or equipment.
- .4 Move stored products or equipment which interfere with operations of *Departmental Representative* or other Contractors.
- .5 Obtain and pay for use of additional storage or work areas needed for operations.
- .6 Comply with all regulations and authorities having jurisdiction over the work, whether on land or on water.
- .7 Ensure no damage occurs to existing structures as a result of operations. Any said damage will be repaired at Contractor's expense.
- .8 Provide temporary barriers and warning signs in location where work is adjacent to areas used by public.

1.6 Codes and Standards

- .1 Perform work in accordance with National Building Code of Canada (NBC) 2020 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.

1.7 Project Meetings

- .1 *Departmental Representative* will arrange project meetings and assume responsibility for setting times and recording and distributing minutes.

1.8 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*.
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- .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 batter boards at all points to facilitate the progress of the work. Establish all other grades, lines, levels required to facilitate the work.

1.9 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, vehicular traffic, and services.
- .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.

1.10 Contract Documents

- .1 Contract Drawings:
 - .1 The drawings for the Work consist of all drawings listed in these "Plans and Specifications" marked "A" 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 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 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 of any errors or omissions.

1.11 Permits and Regulations

- .1 Apply for, obtain, and pay for all necessary permits, approvals and other authorizations required for the work.
- .2 Comply with all by-laws, ordinances and regulations of all authorities having jurisdiction.

- .3 Pay for any Municipal permits, per General Conditions as stated in the contract.

1.12 Cutting, Fitting and Patching

- .1 Execute cutting (including excavation), fitting and patching required to make work fit properly.
- .2 Make cuts with clean, true, smooth edges. Make patches inconspicuous in final assembly.
- .3 Where new work connects with existing and where existing work is altered, cut, patch and make good to match existing work.
- .4 Obtain *Departmental Representative's* approval before cutting, boring or sleeving, or excavating adjacent to load-bearing members.

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.
- .2 Provide "as built" cross sections of any excavation, dredging or fill work.

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 General Conditions, Supplementary Conditions or 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 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 Site Examination

- .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 *Departmental Representative* will give no consideration whatsoever to any claim by the Contractor resulting from failure to have made all the necessary investigations prior to tendering.

1.16 Cooperation & Assistance to *Departmental Representative*

- .1 Co-operate with *Departmental Representative* on inspection of work.
- .2 Provide assistance when requested.
- .3 Provide small motorboat with operator and for *Departmental Representative's* use when requested.

1.17 Datum

- .1 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* 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 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 will be disposed of in suitable locations off the site. This includes costs of disposing of contaminated materials such as creosote treated timber. Disposal is the responsibility of the Contractor.
- .2 Material from the work will not be permitted to go adrift or otherwise become a menace to navigation.

1.25 Existing Soils Conditions

- .1 Any information pertaining to soils and all boreholes' logs are furnished by the *Departmental Representative* as a matter of general information only and borehole descriptions or logs are not to be interpreted as descriptive of conditions at locations other than those described by the boreholes themselves.
- .2 The site is known to contain cobbles and boulders. Contractor shall be prepared to advance through cobbles and boulders as required.

1.26 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.

1.27 Temporary Navigational Buoys

- .1 The Contractor is to maintain temporary buoy's to mark the position of the outer end of the structure as construction proceeds. All buoys are to meet the requirements of Canadian Coast Guard Standard TP968 and be equipped with radar reflectors.
- .2 During Construction, the construction area shall be marked with yellow cautionary buoys, to be placed no more than 10 meters from the seaward end of the construction area in order to identify the location of the construction project.
- .3 The Contractor shall coordinate the buoys installation with the local harbour authority.
- .4 The Contractor is responsible for all costs associated with the supply, installation and removal of all temporary navigational buoys.

END OF SECTION