



**SPECIFICATION FOR  
LABRADOR SOUTH HEALTH CENTRE  
PARKING LOT IMPROVEMENTS  
FORTEAU, NL**

**TENDER NO. LGH-18-015**

**PREPARED FOR:**

Labrador Grenfell Health  
227 Hamilton River Road  
Happy Valley-Goose Bay, NL A0P 1C0

**PREPARED BY:**

Stantec Consulting Limited  
141 Kelsey Drive  
St. John's, NL A1B 0L2

**SCL REF. NO:** 140132463



REVISION RECORD				
REV.	DESCRIPTION	PREPARED BY	CHECKED BY	APPROVED BY
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THESE PROJECT DOCUMENTS HAVE BEEN PREPARED FOR USE WITH AND REQUIRE BEING READ IN CONJUNCTION WITH THE NEWFOUNDLAND AND LABRADOR DEPARTMENT OF TRANSPORTATION AND WORKS SPECIFICATIONS BOOK. LATEST REVISION, AS PUBLISHED BY THE PROVINCE OF NEWFOUNDLAND AND LABRADOR. THIS PUBLICATION IS AVAILABLE ON THE DEPARTMENT'S WEBSITE UNDER PUBLICATIONS AT THE FOLLOWING LINK:

<https://www.tw.gov.nl.ca/publications/specbook2011.pdf>



**UNIT PRICE CONTRACT  
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## INSTRUCTION TO BIDDERS

### 1. TENDERS

- (a) Envelopes containing the Tender are to be clearly marked:

Tender for  
**Labrador South Health Centre  
Parking Lot Improvements  
Tender No. LGH-18-015**

Addressed to:  
**Regional Director of Materials Management  
Labrador Grenfell Health  
227 Hamilton River Road  
Happy Valley-Goose Bay, NL A0P 1C0  
Fax: (709) 896-6766**

Tender Closing:  
**September 20, 2019 at 14:00 hrs Labrador Time**

The name and address of the Bidder and the closing time must be shown on the envelope.

- (b) Tenders must be received at the above address on or before the exact closing time and date indicated in the advertisement. **TENDERS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.**
- (c) The Form of Agreement is included in the Contract Documents at the time of tendering for the purpose of information to Bidders and shall not be completed at the Time of Tendering.
- (d) Before submitting a Tender, tenderers shall carefully examine the Contract Documents and the site of the proposed work and fully inform themselves of the existing conditions and limitations. No subsequent allowance under the Contract Documents will be considered for any Bidder who had failed to become familiar with all aspects of the work.
- (e) The Owner will not defray any expenses incurred by the tenderers in the preparation and submission of their tenders.

### 2. TENDER DOCUMENTS

- (a) The Tender Documents consist of the Instructions to Bidders, Tender Form, Agreement, Drawings, Specifications, and any Amendments to the Contract Documents issued during the tender period.
- (b) Every interpretation of or addition to the Contract Documents to be considered a valid part of the Contract Documents will be issued in the form of a written addendum.

- (c) No addendums will be issued less than seven (7) days prior to the closing date of the Tender.

### 3. TENDER SURETY AND BONDING

- (a) Bidding Security

Every tenderer shall submit with his Tender a bid bond issued by an approved Surety Company licensed to do business in the Province of Newfoundland and made out in favour of the Labrador Grenfell Health.

The bid bond shall be at least ten percent (10%) of the tendered amount. No bidding security will be required for a tendered amount of less than \$25,000 unless specifically called for elsewhere in the tender document. An approved certified cheque may be substituted in lieu of the bid bond. The bidding security will be returned upon receipt of the Performance and Labour and Materials Bonds.

The terms of the bid security will be invoked and the amount retained by the Owner if the Bidder fails to enter into an agreement when notified of the award of the work within the tender validity period; or fails to provide the Performance and Labour and Materials Bonds in the amount and within the period specified.

- (b) Performance Bond

A Performance Bond will be required in the amount of fifty percent (50%) of the contract price. The Performance Security is to be received not later than two (2) weeks after the award of the contract by the letter of intent and prior to the formal execution of the agreement. No work is to be undertaken until the Performance Security has been received. Performance Security will not be required for a contract value of less than \$25,000.

In lieu of the Performance Bond, the Owner may accept at his sole discretion an approved certified cheque for ten percent (10%) of the tendered amount. The cheque will be retained until satisfactory completion of the work including the guarantee period, after which this amount will be returned to the Contractor together with the accrued interest thereon at the current bank rate.

(c) Labour and Materials Payment Bond

A Labour and Materials Payment Bond will be required in the amount of fifty percent (50%) of the contract price. The Labour and Materials Payment Bond is to be received not later than two (2) weeks after the award of the contract by the letter of intent and prior to the execution of the formal agreement. No work is to be undertaken until the Labour and Materials security has been received. Labour and Materials security will not be required for a contract valued at less than \$25,000.

In lieu of the Labour and Materials Bond, the Owner may accept at his sole discretion an approved certified cheque of ten percent (10%) of the tendered amount. The cheque will be retained until substantial completion of the work as defined by the Mechanics Lien Act and upon receipt of a completed and approved Statutory Declaration Form. This security, if in the form of a cheque, will be returned to the Contractor together with the accrued interest thereon at the current bank rate.

4. COMPLETION OF TENDER FORM

- (a) The Tender Form is to be completed in its entirety and submitted in the envelopes provided and the name of the Tenderer entered in the "Name of Bidder" space on the tender envelope. The Tenderer should retain a copy of the tender for his records.
- (b) Type or legibly print the information required on the Tender Form.
- (c) Type or legibly print the Tenderer's full business name and address in the spaces provided on the Tender Form.
- (d) Sign the Tender Form in the space provided as indicated:

In the case of a Sole Proprietorship, signature of Sole Proprietor will sign where indicated in the presence of a witness who will sign where indicated. Insert the words "Sole Proprietor" next to the signature.

In the case of a Partnership, signature of all partners will sign where indicated in the presence of a witness who will sign where indicated. Insert the word "Partner" next to signatures.

In the case of a Limited Company, signatures of authorized signing officers in the presence of a witness who will sign where indicated, and the corporate seal will be affixed. Indicate next to signature the corporate title of each signer.

- (e) The attention of the bidder is drawn to the necessity of legibly pricing each and every item in any schedule of quantities and of calculating the units and totals exactly correct to agree with the tender amounts. Failure to do so will be sufficient grounds for rejection
- (f) Spaces or Appendices will be provided with the Tender Form if required for a list of sub- contractors, use of bid depository, contractor's experience, list of equipment. All such spaces and appendices must be completed in their entirety legibly by typewriter or by printing in ink.
- (g) If it becomes necessary to correct an error made on the Tender Form, such correction must be initialed and dated by the person or persons signing the Tender Form.

#### 5. UNACCEPTABLE TENDERS

- (a) Tenders not submitted on the Tender Form provided will not be considered.
- (b) Fax or email of tenders will not be accepted.
- (c) Tenders received after the Tender Closing time will not be considered.
- (d) Incomplete Tenders will be rejected.
- (e) Tenders not accompanied by an approved security in the correct amount will be rejected.
- (f) Tenders containing qualification or additional clauses to the Tender Form will be rejected.
- (g) Incorrectly prepared tenders may be rejected.

#### 6. AMENDMENTS TO TENDER

Properly documented amendments to the Tender will be permitted up to the Tender closing time. Amendments documented by fax will be acceptable.

#### 7. WITHDRAWAL OF TENDERS

Bids may be withdrawn without penalty in written request if received prior to the time fixed for the opening.

## 8. SUBSTITUTION OF MATERIALS

- (a) Tenders shall be based upon using the materials or products as specified without substitution. Where two or more brand names are specified the choice shall be left to the contractor. Where only one brand name is stated there shall be no substitution.
- (b) Where the Specifications include the "or approved equal" clause, substitutions may be proposed provided that:
  - 1. the request for a substitution is made in writing at least fourteen (14) days prior to the bid date;
  - 2. the request shall clearly define and describe the product for which the substitution is requested;
  - 3. the substituted article is equivalent to the specified article with regards to design, function, appearance, durability, operation and quality.

Approval of the substitution by the Engineer/Architect shall be in the form of an addendum to the Specifications issued at least seven (7) days prior to the Tender closing date to all of those contractors listed as having received a copy of the Contract Documents.

## 9. USE OF BID DEPOSITORY

The attention of the Bidder is drawn to the fact that the Bid Depository of the Newfoundland and Labrador Construction Association will be used for the Trade as listed in Appendix \_\_\_\_\_

## 10. ACCEPTANCE OF TENDER

- (a) The Owner will not necessarily accept the lowest or any tender.
- (b) Upon written acceptance of the tender within the tender validity period, the Tender Form becomes part of the Contract Documents and the successful tenderer becomes the Contractor. The Contractor will be required to execute a formal agreement with the Owner within thirty (30) days of the date of the letter of intent.
- (c) The Contractor shall, within 14 days of receipt of the letter of intent, submit to the Owner a breakdown of the bid to the satisfaction of the Owner.



11. PROVINCIAL PREFERENCE POLICY

- (a) Tender evaluation and award of contract for this project will be done in accordance with the procedures outlined in the latest Guidelines and Instructions for the Implementation of the Provincial Preference Policy and in accordance with the Public Tender Act, 1984, the Provincial Preference Act, and associated Regulations.
- (b) Firms which do not have Provincial Overhead Allowance (POA) percentages assigned are urged to contact the Government Purchasing Agency, Tendering & Contracts, Tel. 729-2017, for application information. In order to obtain the POA benefit contractors or sub-contractors must have POA percentages assigned not later than five clear days after tender closing date. Those who do not have POA percentages assigned in the prescribed time will receive no Provincial Overhead Allowance benefit in the tender evaluation.
- (c) The Provincial Materials and Equipment List contained in the tender documents identifies (not necessarily all inclusively) items in the tender call which are Provincially manufactured, fabricated, processed or supplied.

**APPENDIX "C"**  
**TENDER PRICE TABLE**

Schedule of Quantities and Prices

No.	Tender Item Description	Unit	Quantity	Unit Price	Amount
206	Grading of Cuts	m <sup>3</sup>	2,000		
208	Excavation of Ditches/Reshaping	m <sup>3</sup>	250		
315	Selected Granular Base Course				
	Class "A"	Tonnes	1,200		
	Class "B"	Tonnes	2,000		
	Class "C"	Tonnes	800		
	Supply and Place of Blasted Rock for Rock Swale	Tonnes	200		
330	Hot Mix Asphaltic Concrete	Tonnes	500		
580	Sign and Signpost installations	Each	4		
Drawing	Line Painting	Lump Sum	1		
<b>SUB TOTAL TENDER AMOUNT</b>					
<b>HARMONIZED SALES TAX (HST)</b>					
<b>TOTAL TENDER AMOUNT</b> (Transfer Total Tender Amount to Section 1 on page 1 of the Tender Form)					

Notes:

1. For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
2. Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer/Architect during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate.

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**PROCUREMENT AND CONTRACTING REQUIREMENTS**

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List of Drawings

**STANDARD FRONT END DOCUMENTS – UNIT PRICE**

Instruction to Bidders

Supplementary Instruction to Bidders

Tender Form

Agreement Between Owner and Contractor

General Conditions

Supplementary General Conditions

Certificate of Insurance

**DIVISION 1 - GENERAL REQUIREMENTS**

Section #01 10 00 - Summary for Small Projects

Section #01 35 29 - Health and Safety Requirements

**TECHNICAL REQUIREMENTS**

The Department of Transportation and Works Specifications Book (Latest Edition).

<http://www.tw.gov.nl.ca/publications/specbook2011.pdf>

**END OF SECTION**

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**Labrador South Health Centre  
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List of Drawings**

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**CIVIL**

C101 Proposed Civil Site Plan  
C501 Civil Details

**PART 1    GENERAL**

**1.1      RELATED DOCUMENTS**

- .1 Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2      WORK COVERED BY CONTRACT DOCUMENTS**

- .1 Project Identification: Labrador South Health Centre, Parking Lot Improvements
  - .1 Project Location: Forteau, NL
- .2 Owner: Labrador Grenfell Health
  - .1 Owner's Representative: Stantec Consulting Ltd.
- .3 The Work consists of the following:
  - .1 The Work includes Parking Lot Improvements to the existing parking lot. Including but not limited to:
    - .1 Placement of asphalt and associated granulars.
    - .2 Widening of driveway shoulder in location indicated.
    - .3 Cleaning of existing ditches as well as construction of new rock swales.
    - .4 Installation of barrier free parking signs.
    - .5 Associated parking lot line painting.

**1.3      TYPE OF CONTRACT**

- .1 Project will be constructed under a single prime contract.

**1.4      USE OF PREMISES**

- .1 General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- .2 Use of Site: Limit use of premises to areas under construction. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - .1 Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
  - .2 Driveways and Entrances: Keep driveways parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - .1 Schedule deliveries to minimize use of driveways and entrances.
    - .2 Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- .3 Repair damage caused by construction operations. Protect existing conditions to remain during construction period.

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**1.5 OWNER'S OCCUPANCY REQUIREMENTS**

- .1 Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
  - .1 Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  - .2 Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- .2 Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy completed areas of the work, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such partial occupancy shall not constitute acceptance of the total Work.

**1.6 WORK RESTRICTIONS**

- .1 On-Site Work Hours: Work shall be generally performed outside the existing building during normal business working hours, Monday through Friday, any deviations from this will require approval from the Engineer and Owner to proceed, except otherwise indicated.
- .2 Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - .1 Notify Owner's Representative not less than two days in advance of proposed utility interruptions.
  - .2 Do not proceed with utility interruptions without Owner's Representative's written permission.
- .3 Non-smoking Building: Smoking is not permitted within the building or within 8 m of entrances, operable windows, or outdoor air intakes.

**1.7 INTERPRETATION OF DOCUMENTS**

- .1 In the event of discrepancies or conflicts in interpreting the Plans (drawings) and Specifications,
  - .1 Supplementary General Conditions take precedence over all other documents.
  - .2 General Conditions take precedence over drawings and specifications.
  - .3 Division 1 Sections take precedence over technical specification sections in other Divisions;
  - .4 Legends and schedules take precedence over drawings and Specifications, whether they are bound with the specifications or integral with the drawings;
  - .5 Specifications take precedence over all other drawings;
- .2 Plans (drawings) and Specifications are complementary. When work is shown or mentioned on the drawings but is not indicated in the Specifications, or when work is indicated in the Specifications but is not shown or mentioned on the Drawings, it shall nevertheless be included in the Contract.

**1.8 PROJECT MANAGEMENT AND COORDINATION**

- .1 Coordination
  - .1 Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate

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construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

- .2 Administrative and supervisory personnel
  - .1 General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
  - .2 Maintain same superintendent on Project for duration of Project. Immediately notify Owner's Representative if superintendent should become unavailable to work and immediately replace with an alternate person acceptable to the Owner's Representative.
- .3 Project meetings
  - .1 General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - .2 Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Owner's Representative, within three days of the meeting.
  - .3 Progress Meetings: Conduct progress meetings at monthly intervals. Coordinate dates of meetings with preparation of payment requests.

#### **1.9 REQUESTS FOR INTERPRETATION (RFIS)**

- .1 Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
  - .1 Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
  - .2 Allow seven working days for Owner's Representative's response for each RFI.
  - .3 If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Owner's Representative in writing within 10 days of receipt of the RFI response.

#### **1.10 CONSTRUCTION PROGRESS DOCUMENTATION**

- .1 Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice of Award.
  - .1 Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - .2 At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
- .2 Reports
  - .1 Daily Construction Reports: Prepare a daily construction report and submit to Owner's Representative each week recording the following information concerning events at Project site:
    - .1 List of subcontractors at Project site.
    - .2 List of separate contractors at Project site.
    - .3 Approximate count of personnel at Project site.
    - .4 Equipment at Project site.
    - .5 Material deliveries.
    - .6 High and low temperatures and general weather conditions.
    - .7 Accidents.
    - .8 Meetings and significant decisions.
    - .9 Unusual events.

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- .10 Stoppages, delays, shortages, and losses.
- .11 Meter readings and similar recordings.
- .12 Emergency procedures.
- .13 Orders and requests of authorities having jurisdiction.
- .14 Change Orders received and implemented.
- .15 Construction Change Directives received and implemented.
- .16 Services connected and disconnected.
- .17 Equipment or system tests and start-ups.
- .18 Partial Completions and occupancies.
- .19 Substantial Completions authorized.
- .2 Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

### **1.11 PHOTOGRAPHIC DOCUMENTATION**

- .1 Preconstruction Photographs: Before starting construction take, digital photographs of Project site and surrounding areas, including existing items to remain during construction, from different vantage points.
- .2 Periodic Construction Photographs: Take digital photographs weekly, with timing each month adjusted to coincide with the cut-off date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- .3 E-mail or otherwise submit photos to Owner's representative on monthly basis to coincide with each Application for Payment.

### **1.12 SUBMITTAL PROCEDURES**

- .1 Contractor's Review
  - .1 Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Owner's Representative.
- .2 Preferred Size for Paper Submittals
  - .1 Provide paper submittals on sheets no less than 8 ½ x 11" Whenever practical, provide paper submittals on sheet size not greater than 11 x 17". In all cases ease of readability of submittal content by Engineer shall take precedent over providing information on preferred sheet size.
  - .2 Paper submittals greater than 11 x 17" in size shall be subject to a \$5 per sheet processing fee levied against the Contractor and deducted from the Contract Price via the issuance of a credit Change Order.
- .3 Submittal Procedures
  - .1 Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
    - .1 Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.



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- .2 Submit three paper copies of each submittal, unless otherwise indicated. The Owner's Representative will return no copies on any submittals but instead will e-mail a web link to a web site which will host PDFs of the reviewed documents.
- .3 Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Owner's Representative's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - .1 Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Owner's Representative will advise Contractor when a submittal being processed must be delayed for coordination.
  - .2 Resubmittal Review: Allow 15 days for review of each resubmittal.
  - .3 Sequential Review: Where sequential review of submittals by Owner's Representative's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- .4 Owner's Representative will review each submittal, make marks to indicate corrections or modifications required, and return it. Owner's Representative will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
  - .1 REVIEWED
  - .2 REVIEWED AS NOTED
  - .3 REVISE AND RESUBMIT
  - .4 NOT REVIEWED.

### **1.13 ENVIRONMENTAL PROCEDURES**

- .1 Definitions
  - .1 Hazardous Material: Product, substance, or organism that is used for its original purpose; and that is either dangerous goods or a material that may cause adverse impact to the environment or adversely affect health of persons, animals, or plant life when released into the environment.
- .2 Fires and burning of rubbish on site not permitted.
- .3 Store, handle, and dispose of hazardous materials in accordance with applicable federal and provincial laws, regulations, codes and guidelines. Store in location that will prevent spillage into the environment
- .4 Provide temporary drainage and pumping as necessary to keep excavations and site free from water.
  - .1 Do not pump water containing suspended materials into waterways, sewer or drainage systems.
- .5 Protect any trees and plants on site and adjacent properties that are in immediate area of construction.
  - .1 Protect roots of designated trees to dripline during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
  - .2 Restrict tree removal to areas indicated or designated by Owner's Representative.
- .6 Minimize stripping of topsoil and vegetation.

### **1.14 QUALITY REQUIREMENTS**

- .1 Conflicting Requirements
  - .1 General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the

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- most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Owner's Representative for a decision before proceeding.
- .2 Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Owner's Representative for a decision before proceeding.
  
  - .2 Quality Control
    - .1 Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
      - .1 Payment for these services will be made by the Owner.
      - .2 Costs for re-testing and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
    - .2 Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
      - .1 Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
      - .2 Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
      - .3 Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

#### **1.15 REGULATORY REQUIREMENTS**

- .1 Perform Work in accordance with Department of Transportation and Works Specifications Book (Latest Edition) including all amendments up to tender closing date and other codes of provincial or local application provided that in case of conflict or discrepancy, more stringent requirements apply.
- .2 Meet or exceed requirements of:
  - .1 Contract documents.
  - .2 Specified standards, codes, and referenced documents.

#### **1.16 TEMPORARY FACILITIES AND CONTROLS**

- .1 Temporary Utility Installation
  - .1 General: Install temporary service or connect to existing service.
    - .1 Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  - .2 Sanitary Facilities: If the Owner has existing toilet facilities these may be used as long as these facilities are kept cleaned and maintained in a condition acceptable to the Owner. Otherwise provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

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- .3 Water Service: If the Owner has existing water service it may be used as long as it does not impact on the Owner's need. Otherwise install water service and distribution piping in sizes and pressures adequate for construction.
  - .4 Sewers and Drainage: Provide temporary utilities as required to remove effluent lawfully.
  - .5 Heating: Provide temporary heating as required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
  - .6 Ventilation and Humidity Control: Provide temporary ventilation as required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
  - .7 Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
    - .1 Install electric power service overhead, unless otherwise indicated.
    - .2 If the Owner has an existing power source, the contractor may access it for temporary power provided it does not impact the Owner's needs.
  - .8 Lighting: Provide temporary lighting with local switching as required to provide adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - .9 Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
  - .10 Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.
  - .11 Tree and Plant Protection: Install temporary fencing as required to protect trees and plants intended to remain. Install protection outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
  - .12 Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner as required to prevent people and animals from easily entering site except by entrance gates.
- .2 Operation, Termination, and Removal
- .1 Maintain facilities in good operating condition until removal.
  - .2 Remove each temporary facility when need for its service has ended.

**1.17 TEMPORARY BARRIERS AND ENCLOSURES**

- .1 Hoarding
  - .1 For work involving the excavation for new foundations or the erection of new structures outside of an enclosure, provide hoarding.
- .2 Weather Enclosures
  - .1 Provide weather tight closures to unfinished door and window openings, tops of shafts and other openings in floors and roofs.
- .3 Dust Tight Screens
  - .1 Provide dust tight screens or insulated partitions to localize dust generating activities, and for protection of workers, finished areas of Work and public.

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- .4 Protection of Building Finishes
  - .1 Provide protection for finished and partially finished building finishes and equipment during performance of work.
  - .2 Provide necessary screens, covers, and hoardings.
  - .3 Be responsible for damage incurred due to lack of or improper protection.

#### **1.18 PRODUCT REQUIREMENTS**

- .1 Manufacturer's Instructions
  - .1 Unless otherwise indicated in specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.
  - .2 Notify Owner's Representative in writing, of conflicts between specifications and manufacturer's instructions, so that Owner's Representative may establish course of action.
- .2 Quality
  - .1 Products, materials, equipment and articles (referred to as products throughout specifications) incorporated in Work shall be new, not damaged or defective, and of best quality (compatible with specifications) for purpose intended. If requested, furnish evidence as to type, source, and quality of products provided.
  - .2 Defective products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.
  - .3 Should any dispute arise as to quality or fitness of products, decision rests strictly with Owner's Representative based upon requirements of Contract Documents.
  - .4 Unless otherwise indicated in specifications, maintain uniformity of manufacture for any particular or like item throughout building.
- .3 Product Warranties
  - .1 Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- .4 Product Selection Procedures
  - .1 General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

#### **1.19 EXECUTION**

- .1 Materials
  - .1 Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - .2 If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Owner's Representative for the visual and functional performance of in-place materials.
- .2 Construction Layout

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- .1 Where work involves construction outside of an existing footprint, engage a land surveyor to lay out the Work using accepted surveying practices.
- .2 On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified location certificate showing dimensions, locations, angles, and elevations of construction and site work.
  
- .3 Installation
  - .1 General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
    - .1 Make vertical work plumb and make horizontal work level.
    - .2 Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
    - .3 Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
    - .4 Maintain minimum headroom clearance of 2440 mm in occupied spaces and in unoccupied spaces.
  - .2 Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
  - .3 Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
    - .1 Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Owner's Representative.
  
- .4 Cutting And Patching
  - .1 Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
    - .1 Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
  - .2 Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  
- .5 Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  
- .6 Progress Cleaning
  - .1 General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - .2 Site: Maintain Project site free of waste materials and debris.
  
- .7 Correction Of The Work
  - .1 Repair or remove and replace defective construction. Restore damaged substrates and finishes.
  - .2 Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
  - .3 Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

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- .8 Protection Of Installed Construction
  - .1 Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
  - .2 Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

## **1.20 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

- .1 Waste Reduction
  - .1 Reduce construction waste during installation work. Undertake practices which will minimize waste and optimize full use of new materials on site, such as:
    - .1 Use of a central cutting area to allow for easy access to off-cuts;
    - .2 Use of off-cuts for blocking and bridging elsewhere.
    - .3 Use of effective and strategically placed facilities on site for storage and staging of left-over or partially cut materials (such as gypsum board, plywood, ceiling tiles, insulation etc...) to allow for easy incorporation into
  - .2 Material Source Separation Process
    - .1 Perform demolition and removal of existing building components and equipment following a systematic deconstruction process.
    - .2 Separate materials and equipment at source, carefully dismantling, labelling and stockpiling alike items for the following purposes:
      - .1 Reinstallation into the work where indicated.
      - .2 Salvaging reusable items not needed in project which Contractor may sell to other parties. Sale of such items not permitted on site.
      - .3 Sending as many items as possible to locally available recycling facility.
      - .4 Segregating remaining waste and debris into various individual waste categories for disposal in a *non-mixed state* as recommended by waste processing/landfill sites.
  - .3 Disposal Requirements
    - .1 Dispose of waste only at approved waste processing facility or landfill sites approved by authority having jurisdiction.

## **1.21 CLOSEOUT PROCEDURES**

- .1 Substantial Completion
  - .1 Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
    - .1 Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
    - .2 Advise Owner of pending insurance changeover requirements.
    - .3 Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
    - .4 Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
    - .5 Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.

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- .6 Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - .7 Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - .8 Complete start-up testing of systems.
  - .9 Submit test/adjust/balance records.
  - .10 Terminate and remove temporary facilities from Project site, along with mock-ups, construction tools, and similar elements.
  - .11 Advise Owner of changeover in heat and other utilities.
  - .12 Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  - .13 Complete final cleaning requirements, including touch-up painting.
  - .14 Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- .2 Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Owner's Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's Representative will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner's Representative, that must be completed or corrected before certificate will be issued.
- .3 Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- .2 Final Completion
- .1 Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
    - .1 Submit a final Application for Payment according to the General Conditions.
    - .2 Submit certified copy of Owner's Representative's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owner's Representative. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
    - .3 Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - .2 Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Owner's Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's Representative will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
    - .1 Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- .3 Final Cleaning
- .1 General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

## **1.22 PROJECT RECORD DOCUMENTS**

- .1 Record Drawings
  - .1 Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

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- .2 Mark Record Prints to show the actual installation where installation varies from that shown originally.
- .3 Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - .1 Accurately record information in an understandable drawing technique.
  - .2 Record data as soon as possible after obtaining it. Record and check the mark-up before enclosing concealed installations.
- .4 Content: Types of items requiring marking include, but are not limited to, the following:
  - .1 Dimensional changes to Drawings.
  - .2 Revisions to details shown on Drawings.
  - .3 Locations and depths of underground utilities.
  - .4 Actual equipment locations.
  - .5 Changes made by Change Order or Change Directive.
  - .6 Changes made following Owner's Representative's written orders.
  - .7 Details not on the original Contract Drawings.
  - .8 Field records for variable and concealed conditions.
  - .9 Record information on the Work that is shown only schematically.
- .5 Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
- .6 Mark record sets with erasable, red-coloured pencil. Use other colours to distinguish between changes for different categories of the Work at same location.
- .7 Mark important additional information that was either shown schematically or omitted from original Drawings.
- .8 Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- .9 Submit record drawings to Owner's Representative prior to requesting Substantial Completion inspection.

**END OF SECTION**



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**PART 1**      **GENERAL**

**1.1**      **REFERENCES**

- .1 Canadian Standards Association (CSA)
  - .1 CAN/CSA-Z259.1 Body Belts and Saddles for Work Positioning and Travel Restraint.
  - .2 CAN/CSA-Z259.10 Full body Harnesses.
  - .3 CAN/CSA-Z259.11 Energy Absorbers and Lanyards.
  - .4 CAN/CSA-Z259.2.1 Fall Arresters, Vertical Lifelines and Rails.
  - .5 FCC No. 301 Standard for Construction Operations.
  - .6 CSA Z275.2 Occupational Safety Code for Diving Operations.
  - .7 CSA Z275.4 Competency Standard for Divers Operations.
  - .8 CSA Z797, Code of Practice for Access Scaffold.
- .2 CSA Z317.13, Infection Control During Construction, Renovation, and Maintenance of Health Care Facilities. FCC No. 302 Standard for Welding and Cutting.
- .3 Transportation of Dangerous Goods Act Regulations.
- .4 Newfoundland Occupational Health and Safety Act, Amended
- .5 Consolidated Newfoundland and Regulations 1149 WMIS Regulations Under the Occupational Health and Safety Act
- .6 Consolidated Newfoundland and Regulations Occupational Health and Safety Regulations under the Occupational Health and Safety Act.
- .7 Canada Labour Code, Part 2.
- .8 National Building Code of Canada.
- .9 Department of Transportation and Works Occupational Health and Safety Manual.

**1.2**      **SUBMITTALS**

- .1 At least 10 (ten) working days prior to commencing any site work: submit to Owner's Representative copies of:
  - .1 A complete Site-Specific Health and Safety Plan.
  - .2 If work entails blasting, submit the following:
    - .1 Valid Blaster's Certificate and Certificates of Qualification acceptable to the OHS Regulations 5/12 under section 419 identifying the Level of Qualification for the project requirements (Journey Persons Blaster Certificate will still be accepted). An acceptable letter of extension of

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blasters certificate from the Industrial Training Division of the Provincial Department of Education is required when certificate expires (5 years max.). Certificate numbers and names are required for all blasters proposed for the project.

- .2 Temporary Magazine License, when required issued, by Natural Resources Canada.
- .3 Explosives Vehicle Certificate, when required, issued by Transport Canada for transport of explosives regulated under the Transportation of Dangerous Good Act.
- .4 Blaster resume which clearly states and demonstrates:
  - .1 Minimum five (5) years of experience in handling, storage and detonation of explosives.
  - .2 Training at a blaster's school which is acceptable to the provincial government.
- .3 If work entails confined space, submit the following:
  - .1 Copies of current confined space entry training certificates acceptable to WHSCC, as well as copies of confined space entry programs, confined space assessment, safe work practices and rescue plans.
- .2 Acceptance of the Site-Specific Health and Safety Plan and other submitted documents by the Owner's Representative shall only be viewed as acknowledgement that the contractor has submitted the required documentation under this specification section.
- .3 Owner's Representative makes no representation and provides no warranty for the accuracy, completeness and legislative compliance of the Site-Specific Health and Safety Plan and other submitted documents by this acceptance.
- .4 Responsibility for errors and omissions in the Site Specific Health and Safety Plan and other submitted documents is not relieved by acceptance by Owner's Representative.

**1.3 OCCUPATIONAL HEALTH AND SAFETY (SITE SPECIFIC HEALTH AND SAFETY PLANS)**

- .1 Conduct operations in accordance with latest edition of the Newfoundland Occupational Health and Safety (OH&S) Act and Regulations, with specific reference to codes and standards referenced therein, and the TW Occupational Health and Safety Manual ([http://www.tw.gov.nl.ca/publications/ohs\\_full.pdf](http://www.tw.gov.nl.ca/publications/ohs_full.pdf)) as well as to the specific requirements of the Health Authority.
- .2 Prepare a detailed Site-Specific Health and Safety Plan that shall identify, evaluate and control job specific hazards and the necessary control measures to be implemented for managing hazards.
- .3 Provide a copy of the Site-Specific Health and Safety Plan upon request to Occupational Health and Safety Branch, Services NL, Province of Newfoundland and Labrador and the Owner's Representative.

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- .4 The written Site-Specific Health and Safety Plan shall incorporate the following:
  - .1 Hazard assessment results.
  - .2 Engineering and administrative demonstrative controls (work-practices and procedures) to be implemented for managing identified and potential hazards and comply with applicable federal and provincial legislation and more stringent requirements that have been specified in these specifications.
  - .3 An organizational structure which shall establish the specific chain of command and specify the overall responsibilities of contractor's employees at the work site.
  - .4 A comprehensive work plan which shall:
    - .1 define work tasks and objectives of site activities/operations and the logistics and resources required to reach these tasks and objectives.
    - .2 establish personnel requirements for implementing the plan.
  - .5 A personal protected equipment (PPE) Program which shall detail PPE:
    - .1 Selection criteria based on site hazards.
    - .2 Use, maintenance, inspection and storage requirements and procedures.
    - .3 Decontamination and disposal procedures.
    - .4 Inspection procedures prior to, during and after use, and other appropriate medical considerations.
    - .5 Limitations during temperature extremes, heat stress and other appropriate medical consideration.
  - .6 An emergency response procedure refer to Clause 1.5 Supervision and Emergency Response Procedure of this section for requirements.
  - .7 A hazard communication program for informing workers, visitors and individuals outside of the work area as required. This will include but not be limited to a visitor safety and orientation policy and program that will include education on hazards, required PPE and accompaniment while on site.
  - .8 A hearing conservation program in accordance with the OHS Regulations.
  - .9 A recent (current year) inspection form for all powered mobile equipment that will be used in fulfilling the terms of the contract. The inspection form shall, at a minimum, state that the equipment is in a safe operating condition.
  - .10 A complete listing of employee names, their driver's license classification, expiry date, endorsements and the type of equipment that they are qualified to operate for the complete scope of work for this project. The Driver's License Number should not be provided as this is confidential information. Provision of the License Number may breach *PIPEDA* - the Personal Information Protection and Electronic Documents Act. (Federal Act) or *ATIPPA* - *Access to Information and Protection of Privacy Act* - Part IV. (Provincial Act of Newfoundland and Labrador). This shall also include documentation where required of certification in power line hazards.
  - .11 An acceptable parking policy for all powered mobile equipment to be used on this project. The policy shall, at a minimum, be based on a hazard assessment

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that considers factors such as equipment type, potential for roll over, load capacity of the parking area, pedestrian and vehicular traffic, and potential for equipment tampering, equipment energy, and equipment contact with power lines.

- .12 A diving program which shall contain standard operating procedures to be followed in the diving operation.
- .13 A health and safety training program which includes a safety training matrix.
- .14 General safety rules.
- .5 Periodically review and modify as required each component of the Site Specific Health and Safety Plan when a new hazard is identified during completion of work and when an error or omission is identified in any part of the Site Specific Health and Safety Plan.
- .6 Coordinate requirements with Project-Specific Infection Control Plan, per Section 01 35 30 – Infection Control
- .7 Review the completeness of the hazard assessment immediately prior to commencing work, when a new hazard is identified during completion of work and when an error or omission is identified.
  - .1 Be solely responsible for investigating, evaluating and managing any report of actual or potential hazards.
  - .2 Clearly define accident incident investigation procedures.
  - .3 Clearly define policy and processes for early and safe return to work.
  - .4 Retain copies of all completed hazard assessments at the project site and make available to the Owner’s Representative immediately upon request.
- .8 Implement all requirements of the Site Specific Health and Safety Plan.
  - .1 Ensure that every person entering the project site is informed of requirements under the Site-Specific Health and Safety Plan.
  - .2 Take all necessary measures to immediately implement any engineering controls, administrative controls, personal protective equipment required or termination of work procedures to ensure compliance with the Site-Specific Health and Safety Plan.

**1.4 SUPERVISION AND EMERGENCY RESCUE PROCEDURE**

- .1 Carry out work under the direct supervision of competent persons responsible for safety by ensuring the work complies with the appropriate section of OH&S Act and Regulations
- .2 Assign a sufficient number of supervisory personnel to the work site.
  - .1 Any person assigned to supervisory duties shall not conduct significant work in relation to the contract that inhibits them from the ability to properly supervise the work site.

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- .3 Provide a suitable means of communications and check-in for workers required to work alone.
- .4 Develop an emergency rescue plan for the job site and ensure that supervisors and workers are trained in the emergency rescue plan.
- .5 The emergency response plan shall address, as a minimum:
  - .1 Pre-emergency planning.
  - .2 Personnel roles, lines of authority and communication.
  - .3 Emergency recognition and prevention.
  - .4 Safe distances and places of refuge.
  - .5 Site security and control
  - .6 Evacuation routes and procedures
  - .7 Decontamination procedures which are not covered by the site-specific safety and health plan.
  - .8 Emergency medical treatment and first aid.
  - .9 Emergency alarm, notification and response procedures including procedures for reporting incidents to local, provincial and federal government departments.
  - .10 PPE and emergency equipment.
  - .11 Procedures for handling emergency incidents.
  - .12 Site specific emergency response training requirements and schedules.
- .6 The emergency response procedures shall be rehearsed regularly as part of the overall training program.
- .7 Provide adequate first aid facilities for the jobsite and ensure that a minimum number of workers are trained in first aid in accordance with the Occupational Health and Safety First Aid Regulations.

**1.5 CONTRACTORS SAFETY OFFICER**

- .1 The contractor shall employ a Contractor's Safety Officer (CSO) who shall have as a minimum successfully completed the following training, and must have current credentials for those that have expiration dates:
  - .1 Training in hazardous materials management and response/protocols.
  - .2 Supervisory training.
  - .3 Training in records and statistics.
  - .4 Training in hazard identification, inspections, analysis and control.
  - .5 Training in WHMIS.
  - .6 Training in health and safety program content.
  - .7 Training in investigations and reporting.
  - .8 Training in occupational health/hygiene.

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- .9 Training in employee training and communication.
- .10 Training in Emergency Preparedness and First Aid.
- .11 A working knowledge of, and experience satisfactory to the Department, using the occupational safety and health legislation and regulations specific to Newfoundland and Labrador.
- .12 Experience, satisfactory to the Department, with the safe work practices required for execution of the work and operation of equipment specific to the project.
- .13 Experience, satisfactory to the Department, in developing and monitoring site safety and housekeeping policies.
- .14 Experience, satisfactory to the Department, in developing and monitoring a preventative maintenance and inspection program for Construction Site Equipment.
- .2 The CSO shall:
  - .1 Be responsible for developing, implementing, daily enforcement, monitoring and updating of the Site Specific Health and Safety Plan.
  - .2 Be responsible for the delivery of the site safety orientation and ensure that the personnel who have not been orientated are not permitted to enter the site. This applies to workers, inspectors and visitors.
  - .3 Report directly to and be under direction of the Site Superintendent or Contractor's Project Manager.
  - .4 Prior to mobilization on-site, hold an orientation meeting with the contractors, subcontractors and Owner's Representative to review project occupational health and safety. Include but not limit meeting to a review of:
    - .1 Site Specific Health and Safety Plan.
    - .2 Construction Safety Measures.
    - .3 Supervision and Emergency Rescue Procedures.
    - .4 Hazard Assessments
  - .5 Maintain a daily log of inspections, meetings, infractions and mitigating measures. Log is to be filed daily and copies to be provided to the Site Superintendent and Owner's Representative.

**1.6 HEALTH AND SAFETY COMMITTEE**

- .1 Establish an Occupational Health and Safety Committee where ten or more workers are employed on the job site as per the OH&S Act and Regulations.

**1.7 RESPONSIBILITY**

- .1 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.

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- .2 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.
- .3 Where safety risks exist, the contractor must stop the work until such time as the risk can be mitigated to a safe level.
- .4 Take appropriate steps to ensure that the hazards are mitigated to a safe level, workers are notified of the hazards and how to protect themselves. As well, workers must be provided with any new safe work practices or information regarding mitigation of the risk.

**1.8 UNFORSEEN HAZARDS**

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident 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. Advise Owner's Representative verbally and in writing.

**1.9 INSTRUCTION AND TRAINING**

- .1 Workers shall not participate in or supervise any activity on the work site until they have been trained to a level required by this job function and responsibility. Training shall as a minimum thoroughly cover the following:
  - .1 Federal and Provincial Health and Safety Legislation requirements including roles and responsibilities of workers and person(s) responsible for implementing, monitoring and enforcing health and safety requirements.
  - .2 Safety and health hazards associated with working on a contaminated site including recognition of symptoms and signs which might indicate over exposure to hazards.
  - .3 Limitations, use, maintenance and disinfection-decontamination of personal protective equipment associated with completing work.
  - .4 Limitations, use, maintenance and care of engineering controls and equipment.
  - .5 Limitations and use of emergency notifications and response equipment including emergency response protocol.
  - .6 Work practices and procedures to minimize the risk of an accident and hazardous occurrence from exposure to a hazard.
- .2 Provide and maintain training of workers, as required, by Federal and Provincial legislation.
- .3 Provide copies of all training certificates to Owner's Representative for review, before a worker is to enter the work site.
- .4 Authorized visitors shall not access the work site until they have been:

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- .1 Notified of the names of persons responsible for implementing, monitoring and enforcing the Site-Specific Health and Safety Plan.
  - .2 Briefed on safety and health hazards present on the site.
  - .3 Instructed in the proper use and limitations of personal protective equipment.
  - .4 Briefed as the emergency response protocol including notification and evacuation process.
  - .5 Informed of practices and procedures to minimize risks from hazards and applicable to activities performed by visitors.
  - .6 Accompanied while on site and provided with the appropriate PPE.
- .5 All workers will be instructed and trained on the hazards associated with work they will perform and how to protect themselves. This will include a review of all safe work practices, the reporting and documentation of hazards, reporting accidents and injuries as well as, formal training in areas of high risk (i.e. fall protection, power line hazards, traffic control persons training).
- .6 The work site shall have the appropriate number of persons trained in emergency and Standard First Aid according to the First Aid Regulations.

**1.10 CONSTRUCTION SAFETY MEASURES**

- .1 Observe construction safety measures of National Building Code, latest edition, Provincial Government, OH&S Act and Regulations, Workplace Health and Safety Compensation Commission and Municipal Authority provided that in any case of conflict or discrepancy more stringent requirements shall apply.
- .2 Administer the project in a manner that will ensure, at all times, full compliance with Federal and Provincial Acts, regulations and applicable safety codes and the Site-Specific Health and Safety Plan.
- .3 Provide Owner's Representative with copies of all orders, directions and any other documentation, issued by the Occupational Health and Safety Branch, Services NL, immediately after receipt.

**1.11 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 and authority having jurisdiction, and in consultation with Owner's Representative.

**1.12 HEALTH AND SAFETY MONITORING**

- .1 Periodic inspections of the contractor's work may be carried out by the Owner's Representative to maintain compliance with the Health and Safety Program. Inspections will include visual inspections as well as testing and sampling as required.



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- .2 The contractor shall be responsible for any and all costs associated with delays as a result of contractor's failure to comply with the requirements outlined in this section.

**1.13 NOTIFICATION**

- .1 For projects exceeding thirty (30) days or more, the contractor shall, prior to the commencement of work, notify in writing the Occupational Health and Safety Branch, Services NL with the following information:
  - .1 Name and location of construction site.
  - .2 Company name and mailing address of contractor doing the work.
  - .3 The number of workers to be employed.
  - .4 A copy of the Site Specific Health and Safety Plan if requested.

**1.14 CORRECTION OF NON-COMPLIANCE**

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Owner's Representative.
- .2 Provide Owner's Representative with written report of action taken to correct non-compliance of health and safety issues identified within ten (10) working days.
- .3 Owner's Representative may stop work if non-compliance of health and safety regulations is not corrected.

**1.15 WHMIS**

- .1 Ensure that all controlled products are in accordance with the Workplace Hazardous Materials Information System (WHMIS) Regulations and Chemical Substances of the OH&S Act and Regulations regarding use, handling, labelling, storage, and disposal of hazardous materials.
- .2 Deliver copies of relevant Material Safety Data Sheets (MSDS) to job site and the Owner's Representative. The MSDS must be acceptable to Labour Canada and Health and Welfare Canada for all controlled products that will be used in the performance of this work. All MSDS should be located in accessible locations for all workers and visitors throughout the site, bound and organized in binders.
- .3 Train workers required to use or work in close proximity to controlled products as per OH&S Act and Regulations.
- .4 Label controlled products at jobsite as per OH&S and Regulations and WHMIS.
- .5 Provide appropriate emergency facilities as specified in the MSDS where workers might be exposed to contact with chemicals, e.g. eye-wash facilities, emergency shower.
  - .1 Workers to be trained in use of such emergency equipment.

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- .6 Contractor shall provide appropriate personal protective equipment as specified in the MSDS where workers are required to use controlled products.
  - .1 Properly fit workers for personal protective equipment
  - .2 Train workers in care, use and maintenance of personal protective equipment.
- .7 No controlled products are to be brought on-site without prior approved MSDS.
- .8 The MSDS are to remain on site at all times.

**1.16 OVERLOADING**

- .1 The Contractor's Full Time CSO and/or Site Superintendent shall ensure no part of work or associated equipment is subjected to loading that will endanger its safety or will cause permanent deformation.

**1.17 FALSEWORK**

- .1 Design and construct falsework in accordance with CSA S269.1.

**1.18 PERSONAL PROTECTIVE EQUIPMENT**

- .1 Ensure workers on the jobsite use personal protective equipment appropriate to the hazards identified in the Site Specific Health and Safety Plan and those workers are trained in the proper care, use, and maintenance of such equipment.
- .2 PPE selections shall be based on an evaluation of the performance characteristics of the PPE relative to the requirements and limitations of the site, task-specific conditions, duration and hazards and potential hazards identified on site. PPE must also be fitted for the worker.
- .3 Provide workers and visitors to the site with proper respiratory protection equipment.
  - .1 No work shall be performed in an area where an airborne contaminant exceeds recommendations of the ACGIH, do not meet the appropriate standards for the specific contaminants or are not in accordance with the OHS regulations..
  - .2 Respiratory protection shall be provided in accordance with the requirements of the Occupational Health and Safety Branch, Services NL and these specifications.
  - .3 Establish, implement and maintain a respirator inspection and maintenance program in accordance with the CSA standard identified in the OHS Regulations.
  - .4 Copies of all respirator owners' maintenance manuals shall be kept at all times at the contractor's site office.
- .4 Provide and maintain a supply of dermal protection equipment to allow visitors and all workers proper dermal protection.

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- .1 Dermal protection shall be sufficient to act as a protective barrier between the skin and an airborne contaminant or hazardous material. Dermal protection shall also be provided for all physical hazards.
- .2 Dermal protection equipment shall not be used after exceeding 75% of the breakthrough time. The breakthrough time shall be based on the contaminant which requires the least amount of time to break through the protective equipment
- .3 Copies of all dermal protection user specifications, owners and maintenance manuals shall be kept at all times at the contractor's site office.
- .4 Establish, implement and maintain air inspection program to ensure proper dermal protection in accordance with CSA, NIOSH, U.S. EPA and manufacturer's requirements.
- .5 Provide all workers and up to five (5) visitors to the site with proper hearing protection. Workers and visitors shall not be exposed to noise levels greater than 85 dB (A) over an eight hour shift without proper hearing protection, in accordance with the Hearing Conservation Program.
- .6 Provide all workers and up to five (5) visitors to the site with CSA approved eye protection sufficient to act as a protective barrier between the eye and airborne contaminants, hazardous materials and physical hazard.
- .7 Provide workers and up to five (5) visitors to the site with CSA approved hard hats meeting the CSA Z94.1.
- .8 Provide high visibility apparel as defined in Occupational Health and Safety Regulations.
- .9 Provide CSA approved safety boots meeting CSA Z195.
- .10 Provide other personal protective equipment, as may be required by the owner, depending on duties being performed.

**1.19 TRAFFIC CONTROL**

- .1 Provide traffic control measures when working on, or adjacent to, roadways in accordance with the "Traffic Control Manual for Roadwork Operations", Department of Transportation and Works.

**1.20 EXCAVATION SAFETY**

- .1 Protect excavations more than 1.25 metres deep against cave-ins or wall collapse by side wall sloping to the appropriate angle of repose, an engineered shoring/sheathing system or an approved trench box.
  - .1 Provide a ladder which can extend from the bottom of the excavation to at least 0.91 metres above the top of the excavation.

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- .2 Ensure that all excavations less than 1.25 metres deep are effectively protected when hazardous ground movement may be expected.
- .3 Design trench boxes, certified by a registered Professional Engineer, and fabricated by a reputable manufacturer. Provide the manufacturer's Depth Certificate Statement permanently affixed. Use trench boxes in strict accordance with manufacturer's instructions and depth certification data.
- .4 For excavations deeper than six (6) metres, provide a certificate from a registered Professional Engineer stating that the protection methods proposed have been properly designed in accordance with accepted engineering practice. The engineer's certificate shall verify that the trench boxes, if used, are properly designed and constructed to suit the depth and soil conditions.
- .5 Ensure that the superintendent and every crew chief, foreperson and lead hand engaged in trenching operations or working in trenches have in his/her possession a copy of Occupational Health and Safety Regulations: Part XVII: Construction, Excavation and Demolition and Part XVIII: Excavation, Underground Work and Rock Crushing.

**1.21 HAZARDOUS MATERIALS**

- .1 Should material resembling hazardous materials (e.g. asbestos/mould) not previously identified/documentated be encountered during the execution of work, stop work and notify Owner's Representative. Do not proceed until written instructions have been received from Owner's Representative.
- .2 Unless otherwise noted the services of a recognized Environmental Consultant to provide all air monitoring and testing services required by regulatory requirements for hazardous materials abatement and repair.

**1.22 HEAVY EQUIPMENT**

- .1 Ensure mobile equipment used on jobsite is of the type specified in OH&S Act and Regulations fitted with a Roll Overprotective (ROP) Structure and Falling Object Protective (FOP) Structure.
- .2 Provide certificate of training in Power Line Hazards for operators of heavy equipment.
- .3 Obtain written clearance from the power utility where equipment is used in close proximity to (within 5.5 metres) overhead or underground power lines.
- .4 Equip cranes with:
  - .1 A mechanism which will effectively prevent the hook assembly from running into the top boom pulley.
  - .2 A legible load chart.
  - .3 A maintenance logbook.

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**1.23 TREE AND BRUSH CLEARING**

- .1 Ensure workers using chain saws wear the following safety equipment:
  - .1 CSA safety hat.
  - .2 Hearing protection, e.g. earmuffs.
  - .3 CSA approved chain saw pants.
  - .4 CSA approved chain saw boots.
  - .5 CSA approved eye protection.
- .2 Ensure that all workers using brush saws wear the following safety equipment:
  - .1 CSA approved safety hat fitted with face screen or shield or approved safety glasses.
  - .2 Hearing protection, e.g. earmuffs.
  - .3 CSA approved safety footwear.
- .3 Equip chain saws with a safety chain break.
- .4 A safe work practice (SWP) must be developed, implemented and all workers trained in the SWP prior to undertaking such tasks and utilizing tree and brush clearing equipment.

**1.24 WORK STOPPAGE**

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

**PART 2 PRODUCTS (NOT APPLICABLE)**

**PART 3 EXECUTION (NOT APPLICABLE)**

**END OF SECTION**