

# **Municipality of the County of Antigonish**

**ANTIGONISH, NOVA SCOTIA**

## **ELECTRICAL SERVICE UPGRADE & EMERGENCY GENERATOR**

**Project No. 2021-2794**

**Prepared By:**

**A. H. ROY & ASSOCIATES LIMITED  
275 MAIN STREET, SUITE 100  
ANTIGONISH, N.S.  
B2G 2C3**

**Phone: (902) 863-2955  
Fax: (902) 863-2214  
Email: [ahroyoffice@ahroy.ca](mailto:ahroyoffice@ahroy.ca)**

**2023-01-10**

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**Sealed tenders will be received at the office of:**

**A. H. Roy & Associates Ltd.**  
**275 Main Street, Suite 100**  
**Antigonish, N.S. B2G 2C3**  
**Attention: Colin Cogger**

**Tenders will be received up to 2:00:00 p.m. local time, on Tuesday January 31st , 2023 for upgrades to the main electrical service and the installation of a new generator for the Municipality of the County of Antigonish Administration Building, located at the below noted address. Supply, Install and Service all components as listed in the scope of work for the Emergency Generator and service replacement project.**

**There will be two (2) non-mandatory site visits during the tender period for contractors to visit the site. They will be Friday, January 20, 2023 at 10:00am and Wednesday, January 25, 2023 at 10:00am. These site visits will be held at the Municipality Administration Building located at:**

**285 Beech Hill Road**  
**Beech Hill, NS**  
**B2G 0B5**

**Please contact Tammy Feltmate or Reception with the Municipality before hand to register for one of the site visits. Please contact at Tammy.Feltmate@Antigonishcounty.ca or (902) 863-1117.**

**The work generally consists of the supply, installation, and service of the replacement of the Emergency Generator at the municipal building for the County of Antigonish as well as the replacement of the main underground electrical service with an overhead service.**

**Tender forms and specifications in electronic format may be obtained by *bona fide* Generator Suppliers, and contractors at the office of:**

**A. H. Roy & Associates Ltd.**  
**275 Main Street, Suite 100**  
**Antigonish, N.S. B2G 2C3**  
**Attention: Colin Cogger**

**The lowest or any tender will not necessarily be accepted.**

**\*\*\*\*\*END OF SECTION\*\*\*\*\***

## 1. General

### 1.1. TENDER SUBMISSION

- .1 **Sealed Tenders addressed to the attention of:  
A. H. Roy & Associates Ltd.  
275 Main Street, Suite 100  
Antigonish, N.S. B2G 2C3  
Attention: Colin Cogger**

## MUNICIPAL BUILDING EMERGENCY GENERATOR & ELECTRICAL SERVICE REPLACEMENT

**Tenders will be received up to 2:00:00 P.M. local time Tuesday January 31st, 2023 for the Main Electrical Service Upgrades, and the Installation of a New Generator. Supply, install and service of all components is listed in the scope of work for the Antigonish County Emergency Generator project.**

### 1.2. TENDER FORM

- .1 Tenders must be submitted on forms provided. These forms must be completely filled out with the signature in longhand and the completed form shall be without interlineations, alterations or erasures.
- .2 Fax and/or Email tenders will not be accepted. Contractor may adjust the Tender Price up or down by Fax and/or Email using the attached Amendment Form, but accept all responsibility to ensure Fax and/or Email is received before closing by Owner.
- .3 Complete Appendix "A" electrical service and generator supply and installation with an itemized prices for equipment storage.

### 1.3. COMPLETION OF TENDER FORM

- .1 Fill out one (1) copy of Tender.
- .2 Place Tender in an envelope bearing the name of the Bidder. **Clearly mark: Tender – for Main Electrical System Upgrades and Installation of New Generator for the Municipality of the County of Antigonish.**

### 1.4. EMAILS AND FAXES AFFECTING TENDERS

- .1 Emails or Faxes affecting Tenders must be delivered before closing of Tenders.

### 1.5. EXAMINATION OF DOCUMENTS & SITE

- .1 Tenders shall cover the execution of the whole of the work described in the specifications.
- .2 Bidders that any have questions please contact:

Colin Cogger, P.Eng.  
A. H. Roy & Associates Ltd.  
Phone: (902) 863-2955  
Fax: (902) 863-2214  
Email: [ccogger@ahroy.ca](mailto:ccogger@ahroy.ca)

#### **1.6. RIGHT TO REJECT**

- .1 The right to reject any or all Tenders or to accept any Tender deemed most satisfactory is reserved by the Owner. The Owner reserves the right to waive any informality in any or all Tenders.

#### **1.7. HARMONIZED SALES TAX**

- .1 The Harmonized Sales Tax (H.S.T.) is NOT exempt for this project.

#### **1.8. BID BOND REQUIREMENTS**

- .1 There is a requirement for a bid bond on this project by the Contractor if the tender is over \$50,000.00.

\*\*\*\*\*END OF SECTION\*\*\*\*\*

**EMERGENCY GENERATOR & ELECTRICAL SERVICE REPLACEMENT**

**TENDERS WILL BE RECEIVED UP TO 2:00:00 P.M. LOCAL TIME, TUESDAY, JANUARY  
31st, 2023**

**FOR ELECTRICAL SERVICE UPGRADES AND GENERATOR INSTALLATION FOR  
ANTIGONISH COUNTY**

**The work generally consists of upgrades to the main electrical service and the supply,  
installation, and service of the new emergency generator.**

Name of Supplier: \_\_\_\_\_

The undersigned Bidder has carefully examined the site of the work described herein; has become familiar with local conditions and the character and extent of the Work.

The undersigned Bidder has determined the quality and quantity of materials required; has investigated the location and determined the source of supply of the materials required; has investigated labour conditions; and has arranged for the continuous prosecution of the Work herein described.

The Owner agrees to examine this Tender, and, in consideration therefore, the undersigned Bidder agrees not to revoke this Tender.

- a) Until some other Bidder has entered into the Contract with the Owner for the performance of the Work and the supply of materials specified in the Notice inviting Tenders or in the Instruction to Bidders, or
- b) Until sixty (60) days after the time fixed in the Instruction to Bidders for receiving Tenders has expired;

Whichever first occurs; provided, however, that the Bidder may revoke this Tender at any time before the time fixed in the Instruction to Bidders for receiving Tenders has expired upon the receipt by the Owner from the Bidder of written notice of such revocation before said time has expired.

The Undersigned Bidder hereby agrees to be bound by the award of the contract; and, if awarded the Contract on this Tender, to execute the required Contract within ten (10) days after notice of award.

The Undersigned Bidder further agrees to provide all necessary equipment, tools, labour, incidentals and other means of construction to do all the work and furnish all the materials of the specified requirements that are necessary to complete the work in accordance with the Contract, and agrees to accept, therefore, as payment in full, excluding the Harmonized Sales Tax (H.S.T.), which is exempt for this project.

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Electrical Service Upgrades & Generator Supply & Installation Dollars (\$\_\_\_\_\_).  
(Excluding HST)

The Undersigned Bidder also agreed to do all extra work that may be required in connection with the completion of the work under the Contract.

The Undersigned shall include here for any components listed in the contract documents that is not included in this tender:

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In submitting this Tender, we recognize the right of the Owner to accept any Tender at the price submitted, or to reject all Tenders. We further understand that counter proposals, other than approved alternates, will not be considered, and the Owner reserves the right to reject any Tender containing such counter proposals.

We hereby acknowledge receipt of the following Addenda:

ADDENDUM NO.

DATED

NUMBER OF PAGES

The Undersigned Bidder declares that this Tender is made without connection to any other person(s) submitting Tenders for the same Work, and is in all respect without collusion or fraud.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

SIGNATURE OF AUTHORIZED SIGNING AGENT \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

WITNESS \_\_\_\_\_

\*\*\*\*\*END OF SECTION\*\*\*\*\*



**Amendment Number:** \_\_\_\_\_

**Antigonish County Building Electrical Service Upgrade & Emergency Generator**

(To be completed and forwarded to the PTO for Bid Price adjustments prior to bid closing time and date as requested in the Instructions to Bidders and related Addendum).

**Project Name:** \_\_\_\_\_

**Project No:** 2021-2794

**Lump Sum Price Amendment**

**Increase Bid by \$** \_\_\_\_\_ **or** **Decrease Bid by \$** \_\_\_\_\_

Submitted By:

\_\_\_\_\_  
Company Name (Please print name as it appears on original tender envelope.)

\_\_\_\_\_  
Authorized Bidder's Name (Please print.)

\_\_\_\_\_  
Authorized Bidder's Signature

\*\*\*\*\*END OF SECTION\*\*\*\*\*

**The following is the list of Sub-Contractors/Suppliers which we propose to use and be responsible for in the work of this project. All Sub-Contractors must be listed hereunder – otherwise tender will be invalid.**

Trades	Sub-Contractor/Supplier	Location
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

\*\*\*\*\*END OF SECTION\*\*\*\*\*

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CONTRACTOR

**GC1**     **DEFINITIONS**

The following Definitions shall apply to all Contract Documents.

**.1**     **The Contract**

The Contract is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties.

**.2**     **Contract Documents**

The Contract Documents consist of those documents listed in the List of Contents and List of Drawings and subsequent amendments thereto made pursuant to the provisions of the Contract and agreed upon between the parties.

**.3**     **Owner**

The Owner is identified as such in the Agreement. The term Owner means the Owner or his authorized representative as designated to the Contractor in writing but does not include the Consultant.

**.4**     **Consultant**

The Consultant is the person, firm or corporation identified as such in the Agreement. The term Consultant means the Consultant or his authorized representative as designated to the Owner in writing.

**.5**     **Contractor**

The Contractor is the person, firm or corporation identified as such in the Agreement. The term Contractor means the contractor or his authorized representative as designated to the Owner in writing.

**.6**     **Subcontractor**

A Subcontractor is a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked.

**.7**     **Supplier**

One who furnishes material not worked to a special design.

**.8 Other Contractor**

Other Contractor means a person, firm or corporation employed by or having a separate contract directly or indirectly with the Owner for work other than that required by the Contract Documents.

**.9 Project**

The Project means the total construction contemplated of which the Work may be the whole or a part.

**.10 The Work**

The Work means the total construction and related services required by the Contract Documents.

**.11 Place of Work**

The Place of the Work is the designated site or location of the Project of which the Work may be the whole or a part.

**.12 Products**

Products means material, machinery, equipment and fixtures forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.

**.13 Time**

- (a) The Contract Time is the time stipulated in the Contract Documents for Completion of the Work.
- (b) The date of Substantial Completion of the Work is the date certified as such by the Consultant.
- (c) Day means the calendar day.
- (d) Working Day means days other than Saturdays, Sundays and holidays which are observed by the construction industry in the area of the Place of Work.

**.14 Change in the Work**

Change in the Work means an addition, deletion, or other revision to the Work within the general scope of the Contract Documents

**.15 Extra Work**

Extra work means any work or service, the performance of which is beyond the general scope for the Contract Documents.

**.16 Change Order**

A Change Order is a written instrument prepared by the Consultant and signed by the Owner, Contractor and Consultant stating their agreement upon all of the following:

- .1 A Change in the Work or Extra Work;
- .2 the change in the Contract Price, if any;
- .3 the change in the Contract time, if any.

**.17 Change Directive**

A Change Directive is a written order prepared by the Consultant and signed by the Owner and Consultant, directing a Change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Contract time, or both. A Change Directive is used in the absence of total agreement necessary for a Change Order.

**.18 Completion of Work**

Completion shall have been reached when the Work, including all deficiencies documented during the Substantial Completion Inspection have been corrected as so certified by the Consultant and/or the Owner.

**.19 Completion of the Contract**

Completion of the Contract shall have been reached when the work has been certified as being complete and any deficiencies documented during the specified warranty period have been corrected as so certified by the Consultant and/or the Owner.

**GC2 DOCUMENTS**

- .1 The Contract Documents are complementary and what is called for by anyone shall be as binding as if called for by all.
- .2 The intent of the Contract Documents is to include the labour, products and services necessary for the performance of the Work in accordance with these documents. It is not intended, however, that the Contractor shall supply products or perform work not consistent with, covered by or properly inferable from the Contract Documents.
- .3 Descriptions of materials or Work in words which so applied have well known technical or trade meanings shall be held to refer to such recognized meanings.
- .4 References to Owner, Consultant, Contractor, Subcontractor, supplier and manufacturer is referred to throughout the Contract Documents as if singular in number and masculine in gender.
- .5 In the event of conflicts between Contract Documents the following shall apply:

- (a) Documents of later date shall govern.
- (b) Figured dimensions shown on a Drawing shall govern even though they may differ from dimensions scaled on the same Drawing.
- (c) Drawings of larger scale shall govern over those of smaller scale of the same date.
- (d) Schedules shall rule over drawings.
- (e) Specifications shall govern over Drawings and Schedules.
- (f) The General Conditions shall govern over Specifications.
- (g) Supplementary Conditions shall govern over the General Conditions.

**GC3 DETAIL DRAWINGS & INSTRUCTIONS**

- .1 The Consultant shall furnish as necessary for the execution of the Work additional instructions, by  
  
means of Drawings or otherwise. All such additional instructions shall be consistent with the Contract Documents. The Work shall be executed in conformity therewith and the Contractor shall do no Work without such additional instructions. In giving such additional instructions, the Consultant shall have authority to make minor changes in the Work, consistent with the intent of the Contract Documents.
- .2 The Contractor and the Consultant, if either so requests, shall jointly prepare a schedule, subject to change from time to time in accordance with the progress of the Work, fixing the dates at which the various detail Drawings will be required and the Consultant shall furnish them in accordance with the schedule. Under like conditions, a schedule shall be prepared, fixing the dates for the submission of shop drawings, for the beginning of manufacture and installation of materials and for the completion of the various parts of the Work.

**GC4 COPIES FURNISHED**

- .1 The Consultant shall furnish to the Contractor, free of charge, up to five (5) copies of all Drawings and Specifications as necessary for the proper execution of the Work.

**GC5 SHOP DRAWINGS**

- .1 The Contractor shall furnish to the Consultant at proper times, all shop and setting drawings or diagrams which the Consultant may deem necessary in order to make clear the Work intended or to show its relation to adjacent Work of other trades. The Contractor shall make any changes in such drawings or diagrams which the Consultant may require consistent with the Contract and shall submit two copies of the revised prints to the Consultant, one of which shall be returned to the Contractor and the other retained by the Consultant. When submitting shop and setting drawings the Contractor shall notify the Consultant in writing of changes made therein from the Consultant's Drawings or Specifications. The Consultant's approval of such Drawings or of the revised Drawings shall not relieve the Contractor from responsibility for errors made by the Contractor therein or for changes made from the Consultant's Drawings or Specifications not covered by the Contractor's written notification to the Consultant. All

models and templates submitted shall conform to the spirit and intent of the Contract Documents.

**GC6 DRAWINGS & SPECIFICATIONS ON THE WORK**

- .1 The Contractor shall keep one copy of all Drawings and Specifications on the Work, in good order, available to the Consultant and his representatives.

**GC7 OWNERSHIP OF DRAWINGS & MODELS**

- .1 All Drawings, Specifications and copies thereof and all models furnished by the Consultant are his property. They are not to be used on other Work and with the exception of the signed Contract Set of Drawings and Specifications, are to be returned to him on request on the completion of the Work.

**GC8 SAMPLES**

- .1 The Contractor shall furnish for the Consultant's approval such samples as he may reasonably require. The Work shall be in accordance with approved samples.

**GC9 CONSULTANT & CONTRACTOR**

- .1 The Consultant shall have general supervision and direction of the Work, but the Contractor shall have complete control, subject to GC11 of his organization.

**GC10 CONSULTANT'S DECISION**

- .1 The Consultant shall decide on questions arising under the Contract Documents, whether as to the performance of the Work or the interpretation of the Specifications and Drawings, but should the Contractor hold such decisions to be at variance with the contract Documents, or to involve changes in work already built, fixed, ordered or in hand in excess of the Contract or to be given in error, he shall notify the Consultant in writing before proceeding to carry them out.

**GC11 FOREMAN, SUPERVISION**

- .1 The Contractor shall keep on the Work, during its progress, a competent foreman and any necessary assistants, all satisfactory to the Consultant. The foreman shall not be changed except with the consent of the Consultant, unless the foreman proves to be unsatisfactory to the Contractor and ceases to be in his employ. The foreman shall represent the Contractor in his absence and directions on minor matters given to him shall be held to be given to the Contractor. Important directions shall be given in writing to the Contractor. The Contractor shall give efficient supervision to the Work, using his best skill and attention.



**GC12     MATERIALS, APPLIANCES AND EMPLOYEES**

- .1 Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labour, water, tools, equipment, light and power necessary for the execution of the Work.
- .2 Unless otherwise specified, all materials shall be new. Both workmanship and materials shall be of the quality specified.
- .3 The Contractor shall not employ on the Work any unfit person or anyone not skilled in the Work assigned him.

**GC13     INSPECTION OF WORK**

- .1 The Owner or the Consultant on his behalf and their representative shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.
- .2 If the Specifications, the Consultant's instructions, laws, ordinances or any public authority require any Work to be specially tested or approved, the Contractor shall give the Consultant timely notice of its readiness for inspection and if the inspection is by an authority other than the Consultant of the date and time fixed for such inspection. Inspections by the Consultant shall be made promptly. If any such Work should be covered up without approval or consent of the Consultant, it must, if required by the Consultant, be uncovered for examination and made good at the Contractor's expense.
- .3 Re-examination of questioned Work may be ordered by the Consultant. If such Work be found in accordance with the Contract, the Owner shall pay the cost of re-examination and replacement. If such Work be found not in accordance with the Contract, through the fault of the Contractor, the Contractor shall pay such cost.

**GC14     CORRECTION BEFORE FINAL PAYMENT**

- .1 The Contractor shall promptly remove from the premises all materials condemned by the Consultant as failing to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute his own Work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.
- .2 If the Contractor does not remove such condemned materials or Work within the time fixed by written notice, the Owner may remove them and may store such materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five days thereafter, the Owner may, upon ten days' notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs and any other costs and expenses that should have been borne by the Contractor.

**GC15     DEDUCTIONS FOR UNCORRECTED WORK**

- .1     If in the opinion of the Consultant it is not expedient to correct defective Work or Work not done in accordance with the Contract Documents, the Owner may deduct from the Contract price the difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined in the first instance by the Consultant.

**GC16     CORRECTION AFTER FINAL PAYMENT**

- .1     Neither the final certificate nor payment thereunder, nor any provision in the Contract Documents shall relieve the Contractor from responsibility for faulty materials or workmanship which shall appear within a period of one year from the date of substantial completion of the Work and he shall remedy any defects due thereto and pay for any damage to other Work resulting therefrom which shall appear within such period of one year. The Owner shall give notice of observed defects promptly. This article shall not be deemed to restrict any liability of the Contractor arising out of any law in force in the Province.

**GC17     PROTECTION OF WORK & PROPERTY**

- .1     The Contractor shall maintain continuously adequate protection of all his Work from damage and shall protect the Owner's property from all injury arising in connection with this Contract. He shall make good any such damage or injury, except such as may be directly due to errors in the Contract Documents. He shall protect adequately adjacent property as required by law and Contract Documents.

**GC18     EMERGENCIES**

- .1     The Consultant has authority to stop the progress of the Work whenever in his opinion such stoppage may be necessary to ensure its proper execution. In an emergency affecting or threatening the safety of life or of the structure or of adjoining property, he has authority to stop the progress of the Work and make such changes and to order such Work extra to the Contract or otherwise as may in his opinion be necessary.

**GC19     WORKERS COMPENSATION ACT**

- .1     The Contractor shall furnish evidence of coverage under the Worker's Compensation Act, R.S.N.S. and a Clearance Certificate indicating the Contractor, Sub Contractor(s) and other Contractor(s) are in good standing.

**GC20     INSURANCE**

- .1     Contractor's liability insurance:
  - .1     The Contractor shall maintain such insurance and pay such assessments as will protect the Contractor and the Owner, Municipality of the County of Antigonish, from claims

under the Worker's Compensation Act and from any other claims for damages for bodily injury, sickness or disease, including death and from claims for property damage which may arise from operations under this Contract. The minimum limits of such insurance shall be not less than \$5,000,000 annual aggregate, with respect to each occurrence or accident, on an occurrence (not claims made) basis.

- .2 All liability insurance policies shall be written in such terms as will fully protect the Contractor and Owner, Municipality of the County of Antigonish, as an additional named insured.
- .3 Prior to commencement of any Work hereunder, the Contractor shall file with the Owner a certified copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion and acceptance of the Work including the making good of faulty Work or materials pursuant to GC16, except that coverage of completed operations liability shall in any event be maintained for twelve (12) months from date of final acceptance as certified by the Consultant.

.2 Comprehensive builder's risk coverage

- .1 Prior to the commencement of any Work hereunder the Contractor shall maintain and pay for Broad Form (All Risks) Builders Risk Coverage in the joint names of the Owner and the Contractor totaling not less than 100% of the total value of the Work done and materials delivered on the site (contract value), so that any loss under such policies of insurance will be payable to the Owner and the Contractor as their respective interests appear. The Builders Risk Insurance shall include all materials related to the work while in transit or at other locations.
- .2 Should a loss be sustained under the Builders Risk Coverage, the Contractor shall act on behalf of the Owner and Contractor for the purpose of adjusting the amount of such loss with the insurance companies. As soon as such adjustment has been satisfactorily completed, the Contractor shall proceed to repair the damage and complete the Work and shall be entitled to receive from the Owner in addition to any sum due under the Contract, the amount at which the Owner's interest has been appraised in the adjustment made with the insurance companies as referred to above, said amount to be paid to the Contractor as the Work of restoration proceeds. Any loss or damage which may occur shall not affect the rights and obligations of either party under the Contract except as aforesaid and except that the Contractor shall be entitled to a reasonable extension of time for the performance of the Work, as the Owner may decide.
- .3 Upon approval by the Owner of the final certificate issued by the Consultant, the Contractor's obligation to maintain Builder Risk Insurance shall cease and the Owner shall assume full responsibility for insuring the whole of the Work against loss or damage.
- .4 All insurance policies shall be endorsed to provide a minimum advance written notice of not less than 30 days in the event of cancellation, termination, or reduction in coverage or limits, such notice to be made by the Insurer to the Owner.
- .5 All insurance policies or certification documents shall specify coverage being applicable to this contract.
- .6 Prior to commencement of work, file with the Owner a certified copy of each complete insurance policy or certification documents required. All such insurance shall be maintained until final completion of the contract.
- .7 The Contractor shall not do or omit to do or suffer anything to be done or omitted to be

done which will in any way impair or invalidate such policy or policies of insurance.

**GC21 GUARANTY BONDS**

- .1 The Bid Bond of the successful bidder in an amount not less than ten per cent (10%) of the Bid as set out in the Instructions to Bidders shall be replaced within ten (10) days of the award of Contract by a Performance Bond and a Payment Bond, each in the amount of fifty percent (50%) of the Bid sum, on the forms provided by and acceptable to the Owner, the cost to be included in the Bid Price. The Bonds shall guarantee the faithful performance of the Contract and payment of all obligations arising from the Contract. The General Contractor shall require Performance Bonds and Payment Bonds of the Sub-Contractors as set out in the Instructions to Bidders and otherwise comply with the requirements set out there in respecting security for Contract.

**GC22 IRREVOCABLE STANDBY LETTER OF CREDIT**

- .1 As an alternative to Guaranty Bonds (GC21), an Irrevocable Standby Letter of Credit shall be provided as security for Bid, Performance, Labour and Material payment and warranty of the work. The Irrevocable Standby Letter of Credit shall be issued by a certified financial institution subject to the Uniform Customs and Practices for Documentary Credit (1993 Revision) International Chamber of Commerce (Publication No. 500), for a sum equal to 10% of the Contract Price. The Irrevocable Standby Letter of Credit is to remain in effect for a period of not less than twelve (12) months after the issue of Substantial Completion Certificate by the Owner. Upon expiry of the Irrevocable Standby Letter of Credit, Supplemental Security in a form acceptable to the Owner shall be provided for work requiring extended warranties. Certified financial Institution is to endorse the Irrevocable Standby Letter of Credit in the name of the Her Majesty the Queen in the right of the Province of Nova Scotia as represented by the Owner of Transportation and Public Works. Include the cost of providing the Irrevocable Standby Letter of Credit in the Contract Price.

**GC23 CHANGES IN WORK**

- .1 The Owner or the Consultant, without invalidating the Contract, may make changes by altering, adding to or deducting from the Work, the Contract Price being adjusted accordingly. All such Work shall be executed under the conditions of the Contract except that any claim for extension or reduction of time caused thereby shall be adjusted at the time of ordering such change.
- .2 Except as provided in GC18, no change shall be made unless in pursuance of a written order from the Consultant and no claim for an addition to or deduction from the Contract Price shall be valid unless ordered.
- .3 The Contractor shall notify the Sureties named in the Performance Bond and Payment Bond provided by it under this Contract of all such changes made in pursuance of a written order from the Consultant.

**GC24     VALUATION OF CHANGES**

.1     The value of any change shall be determined in one or more of the following ways as determined by the Consultant:

(a)    By estimate and acceptance in a lump sum, submitted with sub-contractors' and suppliers' signed quotations and breakdown estimates for material and labour.

For changes where the individual trade cost is anticipated to be less than \$1000, the requirement for the detailed cost breakdowns may be waived but individual trade quotation must be supplied.

(b)    By unit prices agreed upon or as listed in the contract.

(c)    Cost of work and percentage or by cost and fixed fee.

.2     In cases of additional work to be paid for under method "C", the Contractor shall keep and present in such form as the Consultant may direct, a correct account of the net cost of labour and materials, together with vouchers. In any case, the Consultant shall certify to the amount due to the Contractor including the profit and overhead as described in the Schedule. Pending final determination of value, payments on account of changes shall be made on the Consultant's certificate.

.3     (a)    In determination of method .1(a) or .1(c) above, the labour costs to be calculated by the actual estimated hours at an hourly rate determined as follows:

The hourly labour rate to be total payroll costs including hourly wage, statutory contributions to UIC, WCB and CPP and other applicable labour burdens paid directly by the employer such as vacation pay, holiday pay, pension plan etc.

The Owner reserves the right to verify the payroll costs by independent audit. To the total payroll cost the following percentage factors will be recognized.

- small tools/expenditures                     5% (on payroll costs)
- site supervision                                 5% (on payroll costs)

(b)    In determination of methods ".1(a)" and ".1(c)" above, the material costs to be calculated as follows:

Contractors net costs, including contractor discounts from suppliers, FOB the project site plus applicable taxes.

(c)    In determination of methods ".1(a)" and ".1(c)" above, equipment rental costs for major pieces of equipment required will be at local industry rates.

- (d) In determination of methods ".1(a)" and ".1(c)" above, overhead and fees shall be calculated as follows:

The cost of any authorized change shall be determined by the net total of labour and material or equipment as outlined in .3(a), .3(b) and .3(c) above on which the percentage mark-up shall be determined as follows:

For Extras Up to \$5,000:

Sub-Contractors Own Work	- Overhead & Fee - 15% total
General Contractors Own Work	- Overhead & Fee - 15% total
General Contractor on Sub-Contractors Work	- 10% total

(No percentage mark-up shall be applied to deductions)

For Extras Above \$5,000:

Sub-Contractors Own Work	- Overhead & Fee - 10% total
General Contractors Own Work	- Overhead & Fee - 10% total
General Contractor on Sub-Contractors Work	- 8% total

(No percentage mark-up shall be applied to deductions)

- .4 Submit to the Consultant and the Owner's representative detailed breakdown of the hourly labour rate as defined in paragraph .3(a) of GC23.

**GC25 CLAIMS AGAINST CONTRACTOR**

- .1 The Contractor shall promptly pay for all labour, services and materials, in or about the construction of the Work. All payments for such purposes shall be made by the Contractor at least as often as payments are made by the Owner to the Contractor. Proof of payment to subcontractors and suppliers will be in the form of a statutory declaration provided by the General Contractor to the Owner. Where a subcontractor or supplier claims not to have been paid the amount due under contract 30 days after it is due, the subcontractor or supplier may file a notice of claim with the Owner within 60 days after the initial 30 day period. The Owner will retain the disputed amount with notice to the Contractor for 60 days after notice of dispute if the dispute is not settled by agreement. If after 60 days the claim is not settled by agreement, subject to an agreed to dispute resolution or court process, the Owner will pay the disputed amount to the Contractor.
- .2 Before final settlement is made for Work done and materials furnished under the Contract, the Contractor shall and will produce and furnish evidence satisfactory to the Owner that said Work and all its parts are free and clear from all lawful claims under any law for labour, workmanship, materials or otherwise and that no claim then exists, in respect of which a claim upon said Work could or might attach. The Contractor shall indemnify and hold harmless the Owner and all his property from any and all kinds of claims accruing from labour and services performed and materials furnished, or otherwise, and any of the same, in or about said Work.

**GC26      CERTIFICATES & PAYMENTS**

- .1      Payments equal to the value of the Work done, as valued by the Consultant, will be made to the Contractor monthly as the Work progresses on the written certificate of the Consultant that the Work for or on account of which the certificate is granted has been duly executed to his satisfaction; stating the value of such Work as computed by him and said certificate shall be a condition precedent to the right of the Contractor to be paid the said percentage or any part thereof. No such monthly payment shall be construed to be an acceptance of any defective Work or improper materials.
- .2      Whenever the Work is finished according to the Plans and Specifications and to the satisfaction of the Consultant, the Consultant shall make and certify the final estimate for same. The Owner will then pay the Contractor, within thirty days after the execution of said Final Certificate for Payment, the remainder which shall be found to be due, excepting therefrom such sum(s) as may be lawfully deducted or retained under any of the provisions of the Contract. The Final Certificate for Payment of the Consultant certifying the final completion of said Work to his entire satisfaction shall be a condition precedent to the right of the Contractor to receive or to be paid the balance due or any part thereof. The right is reserved by the Owner to reject the whole or any part of the Work, should said certificate be found to be inconsistent with the terms of the Contract or otherwise improperly given.
- .3      The Consultant's progress certificates and the payment of progress estimates based upon the same shall not be construed as acceptance or approval of the Work, but only as temporary advances to the Contractor. He shall be bound, notwithstanding such progress estimates, to well and truly complete, finish and hand over in good condition, to the entire satisfaction of the Consultant, by the time specified and in accordance with the terms and conditions of the Specifications, the whole of the Work included herein. All the percentage retained by the Owner shall be retained by him until thirty (30) days after the Certificate of Substantial Completion has been formally certified by the Consultant.

**GC27      PERMITS, NOTICES, LAWS & RULES**

- .1      The Contractor shall obtain and pay for all necessary permits or licenses required for the execution of the Work.
- .2      The Contractor shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety and if the Specifications and Drawings are at variance therewith any resulting additional expense incurred by the Contractor shall constitute an addition to the Contract Price.

**GC28**     **PATENT FEES**

- .1     The Contractor shall pay all royalties and license fees and shall save the Owner harmless from loss on account of suits or claims which may arise by reason of the Work for infringement of patents.

**GC29**     **USE OF PREMISES**

- .1     The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Consultant and shall not unreasonably encumber the premises with his materials.
- .2     The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- .3     The Contractor shall enforce the Consultant's instructions regarding signs, advertisements, fires and smoking.

**GC30**     **CLEANING UP**

- .1     The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by the employees or Work and at the completion of the Work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials, leaving his Work broom clean or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor as the Consultant shall determine to be just.

**GC31**     **CUTTING, PATCHING & DIGGING**

- .1     The Contractor shall do all cutting, fitting or patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by Work of other Contractors shown upon, or reasonably implied by, the Contract Documents and he shall make good after them, as the Consultant may direct.
- .2     Any cost caused by ill-timed Work shall be borne by the party responsible therefore.
- .3     The Contractor shall not endanger any existing Work by cutting, digging or otherwise and shall not cut or alter the Work of any other Contractor save with the consent of the Consultant.

**GC32**     **DELAYS**

- .1     If the Contractor is delayed in the completion of the Work by any act or neglect of: The Owner or Consultant, any employee or either any other Contractor employed by the Owner, changes ordered in the Work, strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, any other cause of any kind whatsoever beyond the Contractor's control or by any cause within the Contractor's control which the Consultant shall decide as justifying the delay,



then the time of completion shall be extended for such reasonable time as the Consultant may decide.

- .2 No such extension shall be made for delay occurring more than seven days before claim therefore is made in writing to the Consultant, provided however that in the case of a continuing cause of delay, only one claim shall be necessary.
- .3 If no schedule is made under GC3, no claim for delay shall be allowed on account of failure to furnish Drawings until two weeks after demand for such Drawings and not then unless such claim be reasonable.
- .4 The Consultant shall not, except by written notice to the Contractor, or as provided in GC18, stop or delay any part of the main Contract Work pending decisions or proposed changes.

**GC33 OWNER'S RIGHT TO DO WORK**

- .1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provision of this Contract, the Owner, after three days written notice to the Contractor and the Surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**GC34 OWNER'S RIGHT TO TERMINATE CONTRACT**

- .1 If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency or if he should, except in cases recited in Article GC33, refuse or fail to supply enough properly skilled workmen or proper materials after having received seven days' notice in writing from the Consultant to supply additional workmen or materials, or if he should fail to make prompt payment to Sub- Contractors or for material or labour, or persistently disregard laws, ordinances or the instructions of the Consultant, or otherwise be guilty of a substantial violation of the provisions of the Contract, then the Owner may, without prejudice to any other right or remedy, by giving the Contractor and the Surety written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method he may deem expedient, but without undue delay or expense. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the Work, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

**GC35 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

- .1 If the Work should be stopped under an order of any court, or other public authority, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon three days' written notice to the Owner and Consultant, stop Work or terminate this Contract and recover from the Owner payment for all Work executed and any loss sustained upon any plant or material with reasonable profit and damages.

**GC36      MUTUAL RESPONSIBILITY OF CONTRACTORS**

- .1      Should the Contractor cause damage to any other Contractor on the Work, the Contractor agrees, upon due notice, to settle with such other Contractor by agreement if he will so settle. If such other Contractor sues the Owner on account of any damage alleged to have been so sustained the Owner shall notify the Contractor, who shall defend such proceedings at his own expense and if any final order or judgement against the Owner arises therefrom, the Contractor shall be responsible and shall pay and satisfy it promptly together with all costs incurred by the Owner.

**GC37      SEPARATE CONTRACTS**

- .1      The Owner reserves the right to let other contracts in connection with the undertaking of which the Work is a part and the Contractor shall connect properly and coordinate his Work with that of other Contractors. If any part of the Contractor's Work depends for its proper execution or result upon the Work of another Contractor, the Contractor shall report promptly to the Consultant any defects in the Work of such other Contractor as may interfere with the proper execution of the Contractor's Work. Should the Contractor fail so to inspect and report, he shall have no claim against the Owner by reason of the defective or unfinished Work of any other Contractor, except as to latent defects not reasonably noticeable at the time of the commencement of the Contractor's Work.

**GC38      ASSIGNMENT**

- .1      This Contractor shall not assign the Contract or assign any monies due or accruing under the Contract under any circumstances.

**GC39      SUB-CONTRACTS**

- .1      The Contractor agrees that the list of names of Sub-Contractors supplied with the Bid is the list of Sub-Contractors proposed to be used to carry out those parts of the Work noted thereon and he shall not employ any to whom the Consultant may reasonably object.
- .2      If the change of any name on such list is required by the Consultant and the Work has to be awarded to a higher bidder, the Contract Price shall be increased by the difference between the two bids.
- .3      The Consultant shall, on request, furnish to any Sub-Contractor, wherever practicable, evidence of the amounts certified to on his account.
- .4      The Contractor shall be held as fully responsible to the Owner for the acts and omissions of his Sub- Contractors and of persons directly or indirectly employed by them, as for the acts and omissions of persons directly employed by him.

- .5 In view of this responsibility for the acts and omissions of his Sub-Contractors, the Contractor shall not be obliged to employ as a Sub-Contractor any person or firm to whom he may reasonably object.
- .6 Nothing contained in the Contract Documents shall create any contractual relation between any Sub-Contractor and the Owner.

**GC40 RELATIONS OF CONTRACTOR & SUB-CONTRACTOR**

- .1 The Contractor agrees to bind every Sub-Contractor by the terms of the Contract Documents, as far as applicable to his Work.

**GC41 TAXES**

- .1 Harmonized Sales Tax
  - .1 The Province of Nova Scotia is not exempt for Harmonized Sales Tax (HST) purposes. As a result, the aggregate amount of the bid for Municipality of the County of Antigonish contracts is subject to HST, however, prices submitted shall not include HST.
  - .2 The Contractor agrees he has not included in his bid, Harmonized Sales Tax on materials and services to be provided in connection with this Contract.
  - .3 The HST, payable by Municipality of the County of Antigonish, will be added as a separate item during the processing of progress payments and therefore HST will not appear as a cost in the aggregate amount of Bid.
  - .4 The Contractor shall apply for an Input Tax Credit (ITC) for a portion of the HST paid in relation to the Contract to requirements of the Government of Canada.

**GC42 PROGRESS ESTIMATES**

- .1 Progress estimates must be submitted with each claim for payment, on forms and in format acceptable to the Consultant, for the various parts of the work.
- .2 All claims for material on site, but not installed, must be supported by supplier's invoices showing supplier's unit prices, including taxes. When material has been taken from Contractor's or Sub- Contractor's general stock on hand, they shall supply invoices priced at current cost prices without Contractor's or Sub-Contractor's profit.

**GC43 APPLICATION FOR PAYMENT**

- .1 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- .2 Each Application for Payment shall be based upon the Schedule of Values submitted by the

Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Price among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Consultant may require. This Schedule, unless objected to by the Consultant, shall be used as a basis for reviewing the Contractor's Applications for Payment.

- .3 Applications for Payment shall indicate the percentage for completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- .4 Subject to the provisions of the contract Documents, the amount of each progress payment shall be computed as follows:
  - .1 Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included even though the Contract Price has not yet been adjusted by Change Order.
  - .2 Add the portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).
  - .3 Subtract the aggregate of previous payments made by the Owner.
  - .4 Subtract amounts, if any, for which the Consultant has withheld or nullified.
- .5 The progress payment amount determined in accordance with **GC43.4** shall be further modified under the following circumstances:
  - .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety nine percent (99%) of the Contract Price, less the retainage of ten percent (10%) and such amounts as the Consultant shall determine for incomplete Work. The retainage of ten percent (10%) shall be payable thirty (30) days after the date of Substantial Completion of the Work.
  - .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with **GC 43.6**.
- .6 If on account of climatic or other conditions reasonably beyond the Contractor's control, there are items of work that cannot readily be completed, the payment in full for the work which has been completed shall not be delayed on account thereof, but the Owner may withhold a sufficient and reasonable sum until the uncompleted work is finished and such as will adequately protect the Owner in connection with his responsibilities.
- .7 Final payment, constituting the entire unpaid balance of the Contract Price, shall be made by the Owner to the Contractor when
  - .1 The Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph .1 of GC16 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and

- .2 A Final Certificate for Payment has been issued by the Consultant; such final payment shall be made by the Owner not more than 30 days after the issuance of the Consultant's Final Certificate for Payment

#### **GC44 PAYMENT**

- .1 The Owner undertakes and agrees:
  - .1 To pay the Contractor in lawful money of Canada for the performance of the Contract ***the written amount identified as the Contract Price***; subject to additions and deductions as provided in the General Conditions of the Contract and
    - .1 Based upon Applications for Payment submitted to the Consultant by the Contractor and Certificates for Payment issued by the Consultant, to make progress payments on account of the Contract Price to the Contractor as provided herein and elsewhere in the Contract Documents.
    - .2 Provided an application for Payment is received by the Consultant not later than the first day of a month, the Owner shall make payment to the Contractor not later than the first day of the next month. If an Application for Payment is received by the Consultant after the application date fixed above, payment shall be made by the Owner not later than 30 calendar days after the Consultant receives the Application for Payment.

#### **GC45 RELATIONSHIP OF OWNER AND CONTRACTOR**

- .1 The Contractor and the Owner for themselves, their successors, executors, administrators and assigns, hereby undertake and agree to the full performance of the covenants contained in the Bid Documents and the Contract Documents, including but not limited to, the General Conditions of the Contract and that this Agreement with the Bid, Instructions to Bidders, General Conditions of the Contract, Supplementary General Conditions of the Contract, the Specifications and Drawings constitute the Contract.
- .2 Upon notification of award of contract by the Owner, the Contractor shall promptly provide the Owner the address to which all correspondence concerning the Work shall be sent. If and whenever the Owner desires to give notice to the Contractor under or in connection with this Contract, the Contract Documents, including but not limited to or the General Conditions of the Contract, such notice will be effectively given if sent by Registered Mail to the Contractor at this address and will be considered as having been so given at the time of the deposit thereof in the Post Office.

\*\*\*\*\*END OF SECTION\*\*\*\*\*

**Part 1 General**

**Part 1.1 REFERENCES**

1. National Building Code of Canada (NBC), latest edition; including all amendments up to bid closing date.
2. National Fire Code of Canada.
3. CSA C22.1-2018
4. CSA B52-2018
5. Provincial Government Act and Regulations; including, but not limited to:
  1. Provincial Building Code Act
  2. Occupational Health and Safety Act revised Statutes of Nova Scotia 1996, Chapter 7 and regulations
  3. Worker's Compensation Act
  4. Fire Protection Act
  5. Dangerous Goods Transportation Act
  6. Builder's Lien Act
6. The provisions of all Sections of Division 1 shall apply to each Section of this Project Manual.

**Part 1.2 REFERENCE STANDARDS**

1. Where edition date is not specified, consider that references to manufacturer's and published codes, standards and specifications approved by the issuing organization, current at the date of this Project Manual.
2. Reference standards and specifications are quoted in this Project Manual to establish minimum standards. Work which in quality exceeds these minimum standards shall be considered to conform.
3. Should the Contract Documents conflict with specified reference standards or specifications the General Conditions of the Contract shall govern.
4. Where reference is made to manufacturer's directions, instructions or specifications they shall include full information on storing, handling, preparing, mixing, installing, erecting, applying, or other matters concerning the materials pertinent to their use and their relationship to materials with which they are incorporated and written to suit this specific project.
5. Have a copy of each code, standard and specification, and manufacturer's directions, instructions and specifications, to which reference is made in this Project Manual, always available at construction site, when requested by Consultant.

6. Standards, specifications, associations, and regulatory bodies are generally referred to throughout the Project Manual by their abbreviated designations. These are:
- |        |   |  |
|--------|---|--|
| AA     | - | The Aluminum Association   |
| AABC   | - | Associated Air Balance Council   |
| ACI    | - | American Concrete Institute  |
| AISI   | - | American Iron and Steel Institute  |
| AMCA   | - | Air Moving & Air Conditioning Assoc.   |
| ANSI   | - | American National Standards Institute  |
| ARI    | - | Air Conditioning & Refrigeration Institute   |
| ASTM   | - | American Society for Testing and Materials   |
| ASHRAE | - | American Society of Heating, Refrigeration & Air-Conditioning Engineers, Inc.      |
| AWI    | - | Architectural Woodwork Institute   |
| AWMAC  | - | Architectural Woodwork Manufacturers Association of Canada                         |
| CBIP   | - | Commercial Building Incentive Program  |
| CGSB   | - | Canadian General Standards Board   |
| CISC   | - | Canadian Institute of Steel Construction   |
| CPMA   | - | Canadian Paint Manufacturers Association   |
| CSA    | - | Canadian Standards Association   |
| CSSBI  | - | Canadian Sheet Building Institute  |
| DTIR   | - | Department of Transportation and Infrastructure<br>Renewal Province of Nova Scotia |
| IAO    | - | Insurers Advisory Organization   |
| MFMA   | - | Maple Flooring Manufacturers Assoc.  |
| NAAMM  | - | The National Association of Architectural Metal<br>Manufacturers                   |
| NBCC   | - | National Building Code of Canada   |
| NFPA   | - | National Fire Protection Association   |
| NRC    | - | National Research Council, Canada  |
| CANS   | - | Construction Association of Nova Scotia  |
| SAE    | - | Society of Automotive Engineers  |
| SMACNA | - | Sheet Metal & Air-Conditioning Contractors<br>National Association Inc.            |
| ULC    | - | Underwriters Laboratories of Canada  |
| ULI    | - | Underwriters Laboratories Incorporated   |
| USAS   | - | United States of America Standards, of American<br>National Standards Institute    |

### **Part 1.3 AFFIDAVITS**

1. Submit affidavits which are required in other Sections of the Project Manual.
2. Submit affidavits in duplicate and signed and notarized by a responsible officer of the certifying company.
3. For Work incorporating structural, mechanical and electrical design validation, affix seal of design engineer registered to practice in Nova Scotia and who is a specialist in the

applicable Work.

#### **Part 1.4 PROJECT MANUAL**

1. Sections of the Project Manual are numbered in conformance with the Master List of Section Titles and Numbers, Master Format 2004, published jointly by Construction Specifications Canada and Digital. Sections are arranged in their standard 50 Division format.
2. Sections are written as units of the Work which have been assigned numbers in conformance with the CSC/CSI system. They are arranged in sequence for this Manual. Gaps in the order of numerical sequence do not indicate that a section has been inadvertently omitted from this Project Manual, but rather, that a section is not required for completion of the Work.
3. Sections are not intended to identify absolute contractual limits between Subcontractors, nor between the Contractor and his Subcontractors. The Contractor shall organize division of labour and supply of the materials essential to complete the Work in all its parts and provide a total enclosure and protection from weather of interior spaces.
4. Wherever in the Contract Documents the word *Aprovide@* is used in any form, it shall mean that the Work concerned shall include both supply and installation of the products required for completion of that part of the Work.

#### **Part 1.5 DESCRIPTION OF WORK INCLUDED**

1. Work under this Contract covers:
  1. Supply and installation of a new heat exchanger, condenser and oil separator.

#### **Part 1.6 CODES STANDARDS**

1. Meet or exceed requirements of:
  1. contract documents,
  2. specified standards, codes and referenced documents.

#### **Part 1.7 TOLERANCES**

1. Unless acceptable tolerances are otherwise specified in a Section:
  1. *APlumb and level@* shall mean plumb or level within 3mm in 3m (1/8" in 10' - 0").
  2. *ASquare@* shall mean not in excess of 10 seconds less or greater than 90E.
  3. *AStraight@* shall mean within 3 mm under a 3 m (1/8" under a 10' - 0") long straightedge.

#### **Part 1.8 SUBMITTALS**

1. Refer to Section 01 33 00 - Submittal Procedures



2. Before award of contract submit:
  1. Certificate of Recognition or Letter of Good Standing for OH&S and Nova Scotia Department of Labour
  2. Certificate of Worker's Compensation Board.
  
3. Before commencement of Work or as directed in the Instructions to Bidders or General Conditions of Contract submit:
  1. Insurance Policy
  2. Construction Schedule and other required schedules and estimates
  3. Permits
  4. Updated List of all Sub Contactors identifying subcontracts for \$50,000 or more, and associated Subcontractors' bonding
  5. Performance Bonds
  6. Labour and Material Bonds
  7. Subcontractors' certificates of OH&S and NS DoL
  8. Subcontractors' Worker's Compensation Board certificates
  9. Cost breakdowns
  10. Shop drawings schedule
  11. Material delivery schedule
  
4. During Construction submit:
  1. Weekly progress reports
  2. Job meeting reports and minutes
  3. Updated construction schedule, when applicable
  4. Shop drawings as required
  5. Inspection and test reports
  6. Monthly Application for Payment, including the following:
    1. Updated Safety Certification valid until the end of the Work,
    2. Applicable Statutory Declarations with OH&S Summary included at the end of Section 01 35 29, and
    3. Updated material delivery schedule,
    4. Employee Hourly Labour Rate Form
  7. Construction Waste Management Plan
  
5. Submissions for completion of Work are specified in Section 01 78 00 - Contract Procedures

**Part 1.9 DOCUMENTS REQUIRED**

1. Maintain at job site, one copy each of following:
  1. Contract drawings.
  2. Project Manual.
  3. Addenda.
  4. Reviewed shop drawings.
  5. Change Orders.
  6. Other modifications to Contract.
  7. Field test reports.
  8. Copy of approved work schedule.

9. Manufacturers' installation and application instructions.

**Part 1.10 TEMPORARY FACILITIES**

1. Include in the work construction and temporary facilities required as construction aids or by jurisdictional authorities, or as otherwise specified. Install to meet needs of construction as Work progresses.
2. Provide for any and all fees or charges by Communication utilities for services made available during construction.
3. Sanitary facilities are available for persons on the project.

**Part 1.11 WORK SCHEDULE**

1. Provide at start-up meeting or within ten (10) Working Days after award of contract, whichever occurs first, proposed schedule showing anticipated progress stages and final completion of work within time period required by Contract documents.
  1. The schedule shall be based upon a detailed, complete and itemized work breakdown structure of the Work. All construction resources including time duration as well as labour, equipment and material costs etc. will be allocated to all relevant components of the work breakdown structure.
  2. The proposed construction schedule will be submitted for approval in both hard copy and electronically.
  3. The construction schedule will form the baseline for comparison with proposed schedules for calculating extensions of Contract Time, if applicable.
2. Provide in form acceptable to Consultant, within ten (10) working days after Contract award, proposed schedule showing dates for:
  1. Submission of shop drawings, material lists and samples.
  2. Delivery of following items of equipment and materials such as: major electrical equipment, etc.
  3. Confirmation of date of Substantial Performance
  4. Final completion date within time period required by Contract documents.
  5. Commissioning and functional performance testing
  6. Confirmation of early completion dates
  7. Within 5 days of the schedule submission, arrange a meeting with the Consultant and Owner's Representative to review the proposed schedule. Revise as required until approved.
3. Interim reviews of work progress based on work schedule will be conducted as decided by Consultant and schedule updated by Contractor in conjunction with and to approval of Consultant.
  1. As construction proceeds, record the progress for each of the items in the work breakdown structure, including, but not limited to, document submissions, deliverables, items in schedule of values, and milestone deadlines.
  2. The above schedule information is to be submitted monthly or more often if necessary.

4. Carry out the following noise generating work Monday to Friday from 10:00 to 15:00 hours.

**Part 1.12 PRODUCT REQUIREMENTS**

1. Products specified by manufacturer's name, brand name or catalogue reference shall be the basis of the bid and shall be supplied for the Work without exception in any detail, subject to allowable substitutions as specified.
2. Where several proprietary products are specified, any one of the several will be acceptable.
3. For products specified by reference standards, the onus shall be on the supplier to establish that such products meet reference standard requirements. The Consultant may require affidavits from the supplier, as specified in Article 3 of this Section or inspection and testing at the expense of the supplier, or both, to prove compliance. Products exceeding minimum requirements established by reference standards will be accepted for the Work if such products are compatible with and harmless to Work with which they are incorporated.

**Part 1.13 SUBSTITUTION OF PRODUCTS**

1. Products substituted for those specified or approved, or both, shall be permitted only if the listed product cannot be delivered to maintain construction schedule and if the delay is caused by conditions beyond the Contractor's control.
2. Obtain approval for substitutions. Application for approval of substitutions shall be made only by Contractor. Process proposals for substituted Work in accordance with procedures established for changes in the Work.
3. Submit, with request for substitution, documentary evidence that substituted products are equal to, or superior to, approved products, and a comparison of price and delivery factors for both specified or approved products, and proposed substitute.

**Part 1.14 PROGRESSIVE CLEANING**

1. Maintain to Work in tidy condition, free from accumulation of waste products and debris, other than that caused by the Minister or other Contractors.
2. Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
3. Remove waste material and debris from the site and deposit in waste container at the end of each working day.
4. Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.

**Part 1.15 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

1. Provide on-site facilities for collection, handling, and storage of anticipated quantities of reusable and/or recyclable materials. Locate to facilitate deposit of materials without hindering daily operations and minimize material damage.
2. Source Separate materials to be reused or recycled into specified sort areas.
3. Collect, handle, store on-site and transport off-site, salvaged materials in separate condition. Transport to approved and authorized recycling facility to users of material for recycling.
4. Burying of rubbish and waste material and disposal of waste into waterways, storm, or sanitary sewers, are strictly prohibited.
5. Store materials to be reused, recycled and salvaged in location as designated by the Minister's Representative.
6. Unless specified otherwise, materials for removal become the Contractor's property.
7. Maintain on-site and be prepared to present and submit all waste disposal waybills and other applicable bills of lading.
8. **REDUCE:**
  1. Reduce potentially wasteful items (i.e. one-use items, disposable items) and substitute with more permanent and reusable items.
  2. Scrutinize installations and orders to minimize temporary structures and devices for replacement with permanent ones.
  3. Minimize packaging requirements provided they do not limit the protection of the supplied items.
9. **REUSE:**
  1. Reuse temporary materials on site whenever possible.
  2. Salvage value to be assessed and potential resale to other parties for viable re-use of all debris.
10. **RECYCLE:**
  1. Separate waste streams per local waste management programs.
  2. Recycle all potential materials to the appropriate facilities.
11. **DISPOSE:**
  1. Dispose of construction debris (unable to be reduced/ reused/ recycled) in separated waste streams as outlined by the local waste management program.
12. Contractor assumes responsibility for the protection of the owner from any claims, however rising, from the salvage, recycling or reuse of material or equipment.

**Part 1.16 PARTIAL OCCUPANCY OR USE**

1. Occupant's Use of Existing Building:
  1. The existing building will remain in full use and occupancy throughout the duration of construction of the new Work.
  2. Maintain existing exits and ensure that proper and safe means of egress from all parts of existing building to open spaces are provided at all times to the approval of jurisdictional authorities. Mark, install exit lights, and illuminate temporary means of egress.
2. Coordinate Work in existing building with building owner, so not to inconvenience the occupants or in any manner hinder building use.
3. Give Owner 48 hours' notice of intention to Commence Work in an occupied room or area of existing building.
4. Execute Work as quietly as possible in and around existing building during times building is occupied. Schedule noisy operation with owner to achieve least disturbance to occupants.
5. Schedule activities which may result in odor dispersal throughout occupied areas of building for unoccupied times. Consider direction of prevailing wind, location of fans and air handling equipment to minimize odor dispersal throughout the building.

**Part 1.17 COST BREAKDOWN**

1. Before submitting first progress claim submit breakdown of Contract price in detail as directed by Consultant and aggregating contract price. After approval by Consultant cost breakdown will be used as basis for progress payment.

**Part 1.18 USE OF SITE**

1. Limit access of construction personnel to existing building only at approved locations.
2. Ensure that construction personnel perform Work in existing building only as required under the Contract; and that they do not use it as access to Work areas, except for Work in existing building, or for other purposes.
3. Construction personnel shall use areas of the existing building for their purposes only as directed and only while Work is in progress. Prohibit lounging and smoking in assigned areas. Keep assigned areas clean under Work of Contract, and return them to an As was@ condition at completion of construction. Make good damage to building, fixtures and fittings caused during use by construction personnel by replacement with new Work. Include cost of installation and making good of other Work thereby affected in replacement.
4. Do not obstruct existing exits.

5. Obtain and pay for use of additional storage or work areas.

**Part 1.19 PRECONSTRUCTION AND PROJECT MEETINGS**

1. Hold preconstruction and project meetings at times and locations approved by Consultant.
2. Notify participants of meetings, including relevant Sub-Trade Contractors.
3. Record minutes of meetings and distribute by hard copy and electronic e-mail to participants within 48 hours of meeting. Include in minutes all Action items for response prior to the next meeting, and identify those responsible for required actions.

**Part 1.20 SETTING OUT OF WORK**

1. Assume full responsibility for and execute complete layout of work to locations, lines and elevations indicated.
2. Provide devices needed to lay out and construct work.
3. Supply stakes and other survey markers required for laying out work.

**Part 1.21 CONCEALMENT**

1. Conceal pipes, ducts and wiring affected by Work in floor, wall and ceiling construction of finished areas except where indicated otherwise.

**Part 1.22 CUTTING AND PATCHING**

1. Obtain Consultant's approval before cutting, boring or sleeving load-bearing members.
2. Cut and patch as required to make work fit.
3. Make cuts with clean, true, smooth edges.
4. Where new work connects with existing and where existing work is altered, cut, patch and make good to match existing work
  1. Make good materials, and prepare surfaces and refinish all finished surfaces damaged, marred, replaced, or otherwise remedied in the existing building.
  2. Finish new surfaces flush with existing surfaces. Make junctions between existing and new work, or at replaced or remedial Work undetectable under conditions of normal vision. Make surfaces adjacent to one another of the same material, unit sizes, colour, and texture. If this is impossible, make a proposal of intended method of making good for approval, before installation.

**Part 1.23 EXISTING SERVICES**

1. Where Work involves breaking into or connecting to existing services, carry out work at times directed by the owner and authorities having jurisdiction, with minimum of disturbance to pedestrian and vehicular traffic.
2. Before commencing work, establish location and extent of service lines in area of Work and notify Consultant of findings.
3. Submit schedule to and obtain approval from Consultant 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 Consultant and confirm findings in writing.
5. Remove abandoned service lines within 6 ft. of structures. Cap or otherwise seal lines at cut-off points.
6. Record locations of maintained, re-routed and abandoned service lines.

**Part 1.24 ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING BUILDING**

1. Execute work with least possible interference or disturbance to occupants, public and normal use of premises. Arrange with Consultant to facilitate execution of work.
2. Provide temporary dust screens, barriers, warning signs in locations where renovation and alteration work is adjacent to areas used by public.

**Part 1.25 PROJECT SITE SECURITY**

3. Where security has been reduced by work of Contract, provide temporary means to maintain security.
4. Maintain security of construction area by control of access through enclosing fences, barricades, and hoardings during time Work is in progress, and by locking hardware otherwise.
5. After building is enclosed, maintain its security by adequate barriers to entry, and by temporary doors equipped with locking hardware.
6. Maintain security at all times construction is shut down because of a strike or a lockout.
7. Employ sufficient competent watchmen to guard all portions of the Work Site during all time outside of regular working hours. This shall include nights, Sundays, holidays, and during strikes and lockouts, until the building is turned over to Minister.
8. Provide sufficient illumination of site so that security can be maintained.

**Part 1.26 SECURITY REGULATIONS**

1. Perform Work in conformance to the security regulations of the facility as directed by the Consultant. Subject to more stringent regulations imposed by the facility administrator conform to the following:
  1. Maintain an accurate inventory of tools and equipment at all times. When Work is not in progress all tools and equipment shall be stored in a secure place. Report loss of any tools or equipment immediately.
  2. Workers shall be prepared to identify themselves at any time they are requested while on the work site.
  3. Restrict workers to only their particular areas of work where they shall neither converse nor fraternize with the occupants of the facility.
  4. Arrange for suitable escort of personnel at the site if required by owner.
  5. Owner will issue keys only to Contractor's representative when required and when requested by the Consultant. Return such keys to the administrator by the same person who obtained them at the completion of their need.

**Part 1.27 ADDITIONAL DRAWINGS**

1. Consultant may furnish additional drawings for clarification. These additional drawings have same meaning and intent as if they were included with plans referred to in Contract documents.

**Part 1.28 RELICS AND ANTIQUITIES**

1. Comply with regulations of the Special Places Protection Act as applicable to project.
2. Protect relics, antiquities, items of historical or scientific interest such as cornerstones and contents, commemorative plaques, inscribed tablets, and similar object found during course of work.
3. Give immediate notice to Consultant and await Consultant's written instructions before proceeding with work in this area.
4. Relics, antiquities and items of historical or scientific interest remain property of the owner.

**Part 1.29 RECORD DOCUMENTS**

1. Record information on a set of opaque drawings, and in a copy of a Project Manual, provided by consultant.
2. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information.
3. Record information concurrently with construction progress. Do not conceal work until required information is recorded.



4. Specifications: legibly mark each item to record actual construction, including manufacturer, trade name, and catalog number of each project actually installed.
5. Other Documents: Maintain manufacturer's field test records required by individual specifications sections.

**Part 1.30 OPERATION AND MAINTENANCE MANUALS**

1. Submit three copies of completed volumes in final form.
2. Organize data in the form of an instructional manual in D-ring binders of commercial quality, 8" x 11" maximum ring size of 3", with contents not to exceed 75% of the size of each volume.
3. Cover: Identify each binder with typed or printed title "Project Record Documents"; list title of Project, identify subject matter of contents.
4. Arrange content by systems, under Section numbers and sequence of Table of Contents.
5. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
6. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
7. For Each Product or System: List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
8. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation; delete inapplicable information.

**Sample Form of Warranty**

Date: \_\_\_\_\_, 20\_\_=

Client: \_\_\_\_\_

Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Warranty: \_\_\_\_\_  
(Title of Work)

We hereby undertake to warrant all materials supplied and installed under our Contracts and include the providing of necessary materials and labour to cover the result of faulty materials or workmanship. Upon written notification from Client or the Consultant that the above work is defective any repair or replacement work required shall be to the Consultant's satisfaction at no cost to the Client. This warranty shall not apply to defects caused by the work of others, maltreatment of materials, negligence or Acts of God. This Warranty shall remain in effect for the following period [\_\_\_\_\_] years from the date of Substantial Performance of the Work as certified by the Consultant and approved by the Minister.

Signature: \_\_\_\_\_

Authorized Signing  
Officer: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*END OF SECTION\*\*\*\*\*

## 1. Project Specific Information

### 1.1. GENERAL INFORMATION

1. The Antigonish County Municipal Building requires replacement of the underground main electrical service with a new overhead service, as well as a new emergency generator installed.
2. All work is to be completed by certified contractors and personnel.
3. The scheduling of work will depend on material deliveries.

### 1.2. DESCRIPTION OF WORK

1. Replacement of main electrical service:
  1. The existing underground service currently leaks water through the underground conduits and floods the electrical room. The current underground service is to be disconnected and removed and a new overhead service is to be installed. The existing main switchboard is to be re-fed with this new overhead service. The existing underground conduits are to be cut, capped and sealed to prevent future flooding.
2. Replacement of main communications service
  1. The existing underground service currently leaks water through the underground conduits and floods the electrical room. The current underground service is to be disconnected and removed and a new overhead service is to be installed. The existing main communications service termination point is to be re-fed with this new overhead service. The existing underground conduits are to be cut, capped, and sealed to prevent future flooding.
3. Installation of new emergency generator:
  1. A new emergency generator is to be provided and installed to supply backup power to the main service of the building. The generator is to be located outside in an enclosure on a concrete pad. The new overhead service and generator service are to come into an ATS and feed into the existing main switchboard.
4. New lean-to electrical room:
  1. To house the new electrical equipment, a new weather-tight lean-to electrical room is to be constructed on the exterior of the building.

\*\*\*\*\*END OF SECTION\*\*\*\*\*

## 1. General

### 1.1. GENERAL

- .1 This section specifies general requirements and procedures for Manufacturer submissions of shop drawings, product data, samples and mock-ups to Engineer for review. Additional specific requirements for submissions are specified in individual sections of Divisions 2 to 50.
- .2 Do not proceed with work until relevant submissions are reviewed by Engineer.
- .3 Present shop drawings, product data, samples and mock-ups in Imperial Units.
- .4 Manufacturer's responsibility for errors and omissions in submission is not relieved by Engineer's review of submissions.
- .5 Notify Engineer, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
- .6 Manufacturer's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Engineer's review of submission, unless Engineer gives written acceptance of specific deviations.
- .7 Make any changes in submissions which Engineer may require consistent with Contract Documents and resubmit as directed by Engineer.
- .8 Notify Engineer, in writing, when resubmitting, of any revisions other than those requested by Engineer.

### 1.2. SUBMISSION REQUIREMENTS

- .1 Coordinate each submission with requirements of work and Contract Documents. Individual submissions will not be reviewed until all related information is available.
- .2 Allow 10 days for Engineer's review of each submission.
- .3 Accompany submissions with transmittal letter, in duplicate containing:
  - .1 Date.
  - .2 Project title and number.
  - .3 Manufacturer's Agent's name and address.
  - .4 Identification and quantity of each quantity of each shop drawing, product data and sample.
  - .5 Other pertinent data.
- .4 Submissions shall include:
  - .1 Date and revision dates.
  - .2 Project title and number.
  - .3 Name and address of:
    - .1 Supplier.

- .2 Manufacturer.
- .4 Details of appropriate portions of Work as applicable:
  - .1 Fabrication.
  - .2 Layout, showing dimensions, including identified field dimensions and clearances.
  - .3 Setting or erection details.
  - .4 Capacities.
  - .5 Performance characteristics.
  - .6 Standards.
  - .7 Operating weight.
  - .8 Wiring diagrams.
  - .9 Single line and schematic diagrams.
  - .10 Relationship to adjacent work.
- .5 After Engineer's review, distribute copies.

### **1.3. SHOP DRAWINGS**

- .1 Shop drawings: original drawings, or modified standard drawings provided by Manufacturer, to illustrate details of portions of Work, which are specific to project requirements.
- .2 Maximum sheet size: 850mm x 1050mm (34" x 42").
- .3 Submit shop drawings as follows:
  - .1 One reproducible transparency on plastic film and one opaque diazo print.
- .4 Cross-reference shop drawing information to applicable portions of Contract Documents.

### **1.4. PRODUCT DATA**

- .1 Product data: manufacturers catalogue sheets, brochures, literature, performance charts and diagrams, used to illustrate standard manufactured products.
- .2 Submit 3 copies of product data.
- .3 Sheet size: 212.5mm x 275mm (8.5" x 11"), maximum of 3 modules.
- .4 Delete information not applicable to project.
- .5 Supplement standard information to provide details applicable to project.
- .6 Cross-reference product data information to applicable portions of Contract Documents.

### **1.5. MAINTENANCE MANUAL & OPERATING INSTRUCTIONS**

- .1 Submit three (3) copies of maintenance manual with application for completion certificate. Maintenance Manual shall consist of shop drawings and project data book.

- .2 Include in Maintenance Manual one copy of each final approved shop drawing issued for Project on which have been recorded changes made during fabrication and installation caused by unforeseen conditions.
- .3 Submit extended guarantees together in one report binder.
- .4 The Manuals shall:
  - .1 Consist of a hard-cover, black, vinyl-covered, looseleaf, letter size binder.
  - .2 Have a title sheet, or sheets preceding data on which shall be recorded Project name, Project number date, list of contents, and Contractor's and Subcontractor's names.
  - .3 Be organized into applicable Sections of Work with each Section separated by hard paper dividers with plastic covered tabs marked by Section.
  - .4 Contain only typed or printed information and notes, and neatly drafted drawings.
  - .5 Contain maintenance and operating instructions on all building and mechanical and electrical equipment.
  - .6 Contain maintenance instructions as specified in various Sections.
  - .7 Contain brochures and parts lists on all equipment.
  - .8 Contain sources of supply for all proprietary products used in the work.
  - .9 Contain lists of supply sources for maintenance of all equipment in Project of which more detailed information is not included above.
  - .10 Contain finished hardware schedule.
  - .11 Contain charts, diagrams and reports specified in Divisions 23, 25 and 26.

#### **1.6. EXTRA STOCK**

- .1 Supply extra stock at completion of Project as specified in other Sections of the Project Manual.
- .2 Deliver extra stock as directed by the Engineer to location he designates.

#### **1.7. INSPECTION LABORATORY REPORTS**

- .1 Submit copies of inspection and test reports obtained by the Contractor and Subcontractors for their work or for Jurisdictional authorities, if requested by Engineer.

\*\*\*\*\*END OF SECTION\*\*\*\*\*

## 1. General

### 1.1. REFERENCES

1. Observe construction safety measures of (latest editions):
  1. National Building Code, Part 8
  2. National Fire Code of Canada
  3. Nova Scotia Building Code Act [RSNS 89, c.49] and Regulations
  4. Occupational Health and Safety Act SNS 1996, Chapter 7 and Regulations including but not limited to:
    1. Fall Protection and Scaffolding Regulations
    2. First Aid Regulations
    3. Workplace Hazardous Material Information System Regulations
    4. Occupational Safety General Regulations
  5. Workers' Compensation Act
  6. Scotia Fire Safety Act
  7. Dangerous Goods Transportation Act
2. All construction sites shall conform to the Nova Scotia Smoke Free Places Act.
3. In case of conflict or discrepancy within the cited references above, the more stringent requirement shall apply.
4. Where reference is made to jurisdictional authorities, it shall mean all authorities who have within their constituted powers the right to enforce the laws of the place of the building.

### 1.2. HAZARDOUS MATERIAL

1. Should substances resembling hazardous materials other than those identified within the Contract Documents, including but not limited to spray or trowel applied asbestos, be encountered during the course of Work; immediately stop construction activities in affected areas and seek direction from Consultant. Do not proceed until written instructions have been received from Consultant as a Supplementary Instruction (SI).
2. Where Work entails use, storage, or disposal of toxic or hazardous materials, chemicals and or explosives, or otherwise creates a hazard to life, safety, health, or the environment; Work shall be in accordance with the Consultant's written instruction.

### 1.3. SITE CLEANING

1. Maintain public right-of -ways, easements, paths, sidewalks, roads, and the like, free of construction debris, dirt and any harmful material originating from construction activities.
2. Protect sewerage from accumulation of dirt and other material. Clean sewers, walks and roads as frequently as required to ensure that they are clear of materials, debris and excavated material.

3. Remove snow and ice from public rights-of way within the boundaries of the construction site.

#### **1.4. FIRE SAFETY REQUIREMENTS**

1. Apply fire protection methods, good housekeeping practices and local and Underwriter's Laboratories Canada fire regulations including, but not limited to, National Fire Code of Canada, Nova Scotia Fire Safety Act, RSNS2002,c6 and the Provincial Building Code Act, RSNS1989,c46. Provide ULC approved fire extinguishers, and other fire fighting services and equipment, except where more explicit requirements are specified as the subject of individual Sections.
2. Fire Separations:
  1. Ensure that fire separations are installed to maintain total integrity and that they are not breached by Work following their installation.
  2. Replace fire separations which have suffered a lessening of their required rating during construction.
3. Fire watch and Evacuations:
  1. Maintain a fire watch at all times during activities involving open combustion including, but not limited to use of torches, fires and welding equipment.
  2. Maintain a system of evacuation alarms, strategically located throughout the construction site and capable of being heard by workers wearing hearing protection in high noise areas of the workplace.
  3. Provide for multiple means of egress from the construction areas for workers during all phases of construction and brief workers periodically on such escape routes.

#### **1.5. REPORTING FIRES**

1. Post a notice indicating the location of the nearest fire alarm box and telephone, including the emergency telephone number.
2. Report immediately all fire incidents to the Fire Department.
3. The person reporting the fire shall ensure that the Fire Department is adequately directed to the scene of the fire.
4. Give location of fire, name or number of building and be prepared to verify the civic address, or other definitive location.

#### **1.6. OH&S DOCUMENT SUBMISSION**

1. Ensure that the OH&S Document submission applies to the Work of this specific project and site.
2. Submit two copies of a project specific OH&S Document at the Pre-Construction Meeting for all Work to be performed on the project. OH&S Document to be submitted



prior to commencement of any work on site, or delivery of any materials to the site.

3. OH&S Document submission shall contain specific information detailing the methods and procedures to be implemented by the contractor to ensure compliance with the OH&S Act and regulations and any other contractual requirements specified in this section and to ensure:
  1. The health and safety of all persons at or near the Work including the public.
  2. Compliance with requirements of the regulatory agencies.
  3. All employers, contractors, constructors, suppliers, employees, self-employed persons, owners, providers of service, architects and engineers performing Work under this contract comply with the requirements of all applicable regulatory agencies.
  4. As safety considerations change during construction, provide explanation of updates to safe work practices as Work progresses with the submission of the monthly OH&S Summary form included in the Statutory Declaration.
4. Where changes to the Work require changes to the OH&S methods and procedures, modify and resubmit the OH&S Document to the Consultant and Minister prior to implementing the changes.
5. Organize OH&S Document in the form of a typed instructional manual using 8-1/2" x 11" paper with tabbed sections Headings. Document to be titled "OH&S Document-(project title)".
  1. Where drawings are within the safety document, provide with reinforced punched binder tab. Bind in with text; fold in larger drawings to size of text pages.
6. Arrange the contents under the following Headings.
  1. Employee OH&S Training:
    1. Include a statement indicating that all employees, including subcontractors working on this specific project have met their respective company specific training requirements and training requirements of the OH&S Act and Regulations and as such are deemed competent by their employer to perform their duties. Include proof of designated competence where required by the OH&S Act.
    2. Company Safety Policy:
      1. Provide the company's Occupational Health and Safety Policy. Include information pertaining to the employee's rights under the OH&S Act and provide details on the assignment of responsibility and accountability of managers, supervisors and employees.
    3. Company Safety Rules:
      1. Provide company general safety information applying to every work environment where the company has staff and indicating compliance to the policy on items including but not limited to: use of personal protective equipment, CSA approval on such items, use of alcohol or non-prescription drugs. Include company disciplinary policy for violations of company rules or violations of OH&S Act or Regulations including policy for dealing with

- violations of subcontractors.
4. Hazard Identification System:
    1. Provide details on the system to be used to evaluate the project to identify potential hazards, as well as details on the project specific hazards identified from said assessment. Include information on procedures and schedules for regular inspections, procedures for ensuring the reporting of hazards and the accountability of persons responsible for the correction of hazards. Describe the scheduling and recording of informal inspections, formal written inspections, written hazard assessments and include each in the assessment. Indicate how ongoing hazard assessments and the methods to control these new hazards will be communicated to all persons on the project. Identify the subcontractor's responsibilities for hazard assessments and inspections of his own work and employees.
  5. Supervision:
    1. Identify in the submission, the general contractor's employee designated to control and oversee all OHS related matters on the project including the monitoring of all activities of all persons on the project and the methods and procedures to be used by this employee to ensure compliance with the OH&S Act and regulations.
  6. Emergency Action Plan:
    1. Provide the following information:
      1. First aid services - include location of first aid stations, attendants, services, supplies and the posting of first aid information.
      2. Posting of information - include information identifying trained emergency response staff, phone location for emergency use, project address and all necessary emergency service phone numbers and locations.
      3. Fire Protection - Advise local firefighting authority in the area of Work of project startup date, provide firefighting authority access to and a tour of the project prior to commencement of work. Advise the firefighting authority during the project of any work that would impede fire apparatus response, including but not limited to reduced overhead clearances, erecting of fences/gates/barricades and digging of trenches. Include reporting of fires procedures.
      4. Work Stoppage-provide information on the securing of areas during emergencies and how information is communicated to persons present on site during such emergencies.
      5. Contingency plan to correct the Safety Plan in the case that significant failure of the safety Plan is identified such as repeated identification of unsafe conditions by one or more of the Consultant, Minister or other non-

Contractor personnel.

7. Joint Occupational Health & Safety Committee - Provide rules of procedure under which the JOHSC will operate including but not limited to membership details, meeting schedules, posting of meeting minutes, chairing of meetings and the role of the JOHSC on the project. Provide information on safety representatives roles and responsibilities on the project during periods where a JOHSC is not in place.
8. Project security/access plan-provide a site plan including but not limited to: vehicle access, employee access, gates, fencing, hoarding and general site security.
9. Communication of Information-describe methods to be used to communicate all OH&S related information to all persons on the project. Information is to include but not be limited to the posting of- first aid information, JOHSC members names, JOHSC meeting minutes, copies of the OH&S Act and regulations, copies of ongoing inspections and hazard assessments etc.

#### **1.7. MONTHLY OH&S SUMMARY SUBMISSION**

1. Submit the OH&S Summary information section in the form of the Statutory Declaration, completed and signed with each monthly Application for Payment. A copy of the approved Statutory Declaration form is appended at the end of the Payment Procedures section and available from the Minister at project start-up.

**\*\*\*\*\*END OF SECTION\*\*\*\*\***