CARMELITE HOUSE
RE-ROOFING 2017
GRAND FALLS-WINDSOR, NL

ISSUED FOR TENDER SPECIFICATIONS

TENDER# 2017-27

Prime Consultant:

Exploits Engineering Consultants Ltd.

2 Mill Road
Grand Falls-Windsor, NL
A2A 1B7
Tel: (709) 489-9150
Fax: (709) 489-9185
admin@exploitsengineering.ca

Tender Closing Date: September 7, 2017
Closing Time: 2:00 PM NL Time
TENDER DOCUMENTS FOR
Carmelite House
Re-Roofing 2017
Grand Falls-Windsor, NL

OWNER:
Central Regional Integrated Health Authority (CRIHA)
21 Carmelite Road
Grand Falls-Windsor, NL
A2A 1Y4

PRIME CONSULTANT:
Exploits Engineering Consultants Ltd.
2 Mill Road
Grand Falls-Windsor, NL
A2A 1B7

Engineer’s Stamp
Exploits Engineering Consultants Ltd.

PEG-NL License

Tender # 2017-27
EECL Project # 17-040
August 2017
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Agreement Between Owner and Contractor
General Conditions of Stipulated Price Contract

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2. Health Information Management and Privacy (7 pages)
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   Contractor Safety Agreement, Revision December 5, 2007
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M1 of 2  Specifications
M2 of 2  New Roof Top Exhaust Fan – Demo Plan, Revised Plan and Detail

END OF LIST OF DRAWINGS
FORM OF ADDENDUM

1. PRECEDENCE

Addenda shall form an integral part of the Specification and to be read in conjunction therewith. Addenda shall take precedence over all forms of the aforementioned Specifications and Drawings with which it may prove to be at variance or may otherwise be qualified in writing by authorized personnel.

2. GENERAL

The General Conditions and all documents issued with this Specification shall apply and govern all phases of the Work covered by Addenda.

*Contractors are advised to acknowledge receipt of all Addenda on Page 3, Item 9 of the Tender Form when submitting a bid.*

3. PURPOSE

The Purpose of this Addenda is to inform bidders of clarifications, changes and additions to the Contract Documents and Drawings.

LIST OF ADDENDA (as issued during the Tender Period)
## STIPULATED PRICE CONTRACT
### INDEX
#### INSTRUCTION TO BIDDERS

1. Tenders
2. Tender Documents
3. Tender Surety and Bonding
4. Completion of Tender Form
5. Unacceptable Tenders
6. Amendments to Tender
7. Withdrawal of Tender
8. Substitution of Materials
9. Use of Bid Depository
10. Acceptance of Tender
11. Provincial Preference Policy
INSTRUCTION TO BIDDERS

1. TENDERS

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

Tender for: Carmelite House, Re-Roofing 2017
            Grand Falls-Windsor, NL
            Tender # 2017-27

Addressed to: Central Regional Integrated Health Authority
              21 Carmelite Road
              Grand Falls-Windsor, NL     A2A 1Y4
              Attention: Mr. David Perry, P. Eng.
              Director of Facilities Management & Engineering

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

(b) Tenders must be received at the above address on or before the exact closing time and date indicated in the advertisement. TENDERS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.

(c) The Form of Agreement is included in the Contract Documents at the time of tendering for the purpose of information to Bidders and shall not be completed at the Time of Tendering.

(d) Before submitting a Tender, tenderers shall carefully examine the Contract Documents and the site of the proposed work and fully inform themselves of the existing conditions and limitations. No subsequent allowance under the Contract Documents will be considered for any Bidder who had failed to become familiar with all aspects of the work.

(e) The Owner will not defray any expenses incurred by the tenderers in the preparation and submission of their tenders.

2. TENDER DOCUMENTS

(a) The Tender Documents consist of the Instructions to Bidders, Tender Form, Agreement, Drawings, Specifications, and any Amendments to the Contract Documents issued during the tender period.

(b) Every interpretation of or addition to the Contract Documents to be considered a valid part of the Contract Documents will be issued in the form of a written addendum.
(c) No addendums will be issued less than seven (7) days prior to the closing date of the Tender.

3. TENDER SURETY AND BONDING

(a) Bidding Security

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

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

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

(b) Performance Bond

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

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

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

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

4. COMPLETION OF TENDER FORM

(a) The Tender Form is to be completed in its entirety and submitted in the envelopes provided and the name of the Tenderer entered in the "Name of Bidder" space on the tender envelope. The Tenderer should retain a copy of the tender for his records.

(b) Type or legibly print the information required on the Tender Form.

(c) Type or legibly print the Tenderer's full business name and address in the spaces provided on the Tender Form.

(d) Sign the Tender Form in the space provided as indicated:

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

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

In the case of a Limited Company, signatures of authorized signing officers in the presence of a witness who will sign where indicated, and the corporate seal will be affixed. Indicate next to signature the corporate title of each signer.
(e) Spaces or Appendices will be provided with the Tender Form if required for a list of sub-contractors, use of bid depository, contractor's experience, list of equipment. All such spaces and appendices must be completed in their entirety legibly by typewriter or by printing in ink.

(f) If it becomes necessary to correct an error made on the Tender Form, such correction must be initialed and dated by the person or persons signing the Tender Form.

5. UNACCEPTABLE TENDERS

(a) Tenders not submitted on the Tender Form provided will not be considered.

(b) Facsimile or email tenders will not be accepted.

(c) Tenders received after the Tender Closing time will not be considered.

(d) Incomplete Tenders will be rejected.

(e) Tenders not accompanied by an approved security in the correct amount will be rejected.

(f) Tenders containing qualification or additional clauses to the Tender Form will be rejected.

(g) Incorrectly prepared tenders may be rejected.

6. AMENDMENTS TO TENDER

Properly documented amendments to the Tender will be permitted up to the Tender closing time. Amendments documented by fax to 709-292-6290 will be acceptable.

7. WITHDRAWAL OF TENDERS

Bids may be withdrawn without penalty by written fax request to 709-292-6290 if received prior to the time fixed for the opening
8. SUBSTITUTION OF MATERIALS

(a) Tenders shall be based upon using the materials or products as specified without substitution. Where two or more brand names are specified the choice shall be left to the contractor. Where only one brand name is stated there shall be no substitution.

(b) Where the Specifications include the "or approved equal" clause, substitutions may be proposed provided that:

1. the request for a substitution is made in writing at least fourteen (14) days prior to the bid date;

2. the request shall clearly define and describe the product for which the substitution is requested;

3. the substituted article is equivalent to the specified article with regards to design, function, appearance, durability, operation and quality.

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

9. USE OF BID DEPOSITORY

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

10. ACCEPTANCE OF TENDER

(a) The Owner will not necessarily accept the lowest or any tender.

(b) Upon written acceptance of the tender within the tender validity period, the Tender Form becomes part of the Contract Documents and the successful tenderer becomes the Contractor. The Contractor will be required to execute a formal agreement with the Owner within thirty (30) days of the date of the letter of intent.

(c) The Contractor shall, within 14 days of receipt of the letter of intent, submit to the Owner a breakdown of the bid to the satisfaction of the Owner.
11. PROVINCIAL PREFERENCE POLICY

(a) Tender evaluation and award of contract for this project will be done in accordance with the procedures outlined in the latest Guidelines and Instructions for the Implementation of the Provincial Preference Policy and in accordance with the Public Tender Act, 1984, the Provincial Preference Act, and associated Regulations.

(b) Firms which do not have Provincial Overhead Allowance (POA) percentages assigned are urged to contact the Government Purchasing Agency, Tendering & Contracts, Tel. 729-2017, for application information. In order to obtain the POA benefit contractors or sub-contractors must have POA percentages assigned not later than five clear days after tender closing date. Those who do not have POA percentages assigned in the prescribed time will receive no Provincial Overhead Allowance benefit in the tender evaluation.

(c) The Provincial Materials and Equipment List contained in the tender documents identifies (not necessarily all inclusively) items in the tender call which are Provincially manufactured, fabricated, processed or supplied.
1 TENDER SURETY AND BONDING

(a) Bidding Security

Please delete sentence

"No bidding security will be required for a tendered amount of less than $25,000.00 unless specifically called for elsewhere in the tender documents"

and replace with:

"All tenders, regardless of monetary value require a Bid Security of at least ten percent (10%) of the total tendered amount, with a minimum security of five hundred dollars ($500.00)." Bid Securities shall be in the form of a Bid Bond or Certified Cheque in favour of the Central Regional Integrated Health Authority (CRIHA).

Add the following:

For tenders less than $25,000.00, the terms of the Bid Security will be invoked and the amount retained by the Owner, if the Bidder fails to provide the required insurances and commence work within 30 days of being notified of the award of the work within the tender validity period.

The Tender Security of the unsuccessful bidders numbers 2 & 3 will be returned to them upon award of the contract, Tender Securities of bidders higher than 3 will be returned after the tender opening. The Tender Security of the successful bidder will be retained until the first progress payment.

Bidders are reminded that the failure to submit a bid security in accordance with this requirement will result in rejection of bid submitted.

THE OWNER RESERVES THE RIGHT TO WAIVE THESE REQUIREMENTS IN PART OR IN WHOLE FOR ANY PROJECT, BY FURTHER SUPPLEMENTARY INSTRUCTIONS TO BIDDERS.

2 PROVINCIAL PREFERENCE POLICY

Delete Section 11 in its entirety.
3 TENDER SURETY AND BONDING

Bidders are advised that both the 50% Performance Bond referenced in 3(b) and the 50% Labour & Materials Payment Bond referenced in 3(c) will be based on the Contract Price which will either be the Sub-Total of Tender Prices or the Total Estimated Tender Items, not including the Harmonized Sales Tax (HST).

4 INSTRUCTIONS TO BIDDERS, ISSUANCE OF ADDENDUM

Reference is made to Section 2. (c) - Tender Documents regarding the time frame permitted for the issuance of addendum prior to the tender closing date. Change seven (7) days to read five (5) days.

Reference is also made to Section 8. - Substitution of Materials. Change seven (7) days to read five (5) days.

5 CONTRACTOR’S PERFORMANCE EVALUATION SYSTEM

Contractors are advised that effective July 1, 2000 a Contractor Performance Evaluation System will be introduced. Upon completion of each contract, the contractor’s performance will be evaluated according to prescribed criteria.

In accordance with the Public Tender Act Regulations 1998, NFLD Reg. 103/98, Section 3(4), contractors may be required to maintain a certain performance rating to bid. Contractors whose performance on previous contracts falls below the required minimum may have their bids disqualified.

Complete details of the Performance Evaluation System are available upon request.

6 TENDER FORM, APPENDIX ‘A’ AND APPENDIX ‘B’

Notwithstanding Article 7 of the Tender Form, Bidders are not required to complete or submit Appendix “A” or Appendix “B” at time of tender. Bidders may be required to complete these appendices after tender close, if requested by the Owner, and in such instance the appendices shall be submitted by Bidders within seventy-two (72) hours of request.
7 BID DEPOSITORY

Any use of the Bid Depository will be as per an appendix included as part of the Tender Form and identified in Section 9 – Use of Bid Depository, of the Instructions to Bidders. A blank following the word Appendix in Section 9 indicates no use of the Bid Depository and no Appendix included for such.

8 TENDERING AND CONTRACTS OFFICE CLOSURE

Contractors are advised that in the event the Tendering and Contracts office is required to close due to weather, facility issues, security issues, etc., any tenders that would have closed on that day will be deferred to close at the same time on the next work day that normal hours are resumed.

Other than as impacted above, tenders, amendments to tenders, etc., will be accepted at the Tendering and Contracts office on or before the deferred closing time and date. Tenders received after this deferred time and date will not be considered.
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FOR
STIPULATED PRICE CONTRACT

Tender for: Carmelite House, Re-Roofing 2017
Grand Falls-Windsor, NL
Tender # 2017-27

Addressed to: Central Regional Integrated Health Authority
21 Carmelite Road
Grand Falls-Windsor, NL A2A 1Y4
Attention: Mr. David Perry, P. Eng.
Director of Facilities Management & Engineering

Gentlemen,

1. Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract Documents including the Specifications, all Drawings listed in the Specifications, (if drawings are not listed in the specifications such a list appears as Appendix "B") all Addenda, and the Instructions to Bidders for this project,

WE, THE UNDERSIGNED, hereby offer to furnish all necessary Labour, materials, superintendence, plant, tools and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work for the sum of

_____________________________________
($______________) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tender documents.

2. The Work will be substantially performed within ten (10) weeks from the date of notification of award of contract.

3. WE ENCLOSE HEREWITH if required by the Instructions to Bidders

   (a) A Bid Bond in an acceptable form and correct amount issued by a company licenced to carry on such a business in the Province of Newfoundland or

   (b) A certified cheque in the correct amount.
In the event of this tender being accepted within the time stated in Section 4 below and our failure to enter into a contract in the form hereinafter mentioned for the amount of our tender the said security may at the option of the Owner be forfeited. The forfeiting of the security does not limit the right of action of the Owner against us for our failure or refusal to enter into a contract.

4. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 60 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE TENDERING DOCUMENTS, WE WILL:--

(a) execute the Standard Form of Construction Contract;

(b) if specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form;

(c) complete substantially all the work included in the contract within the time and under conditions specified.

5. WE understand that Performance Bond, Labour and Materials Bond and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.

6. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges.

7. WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in Appendix "A". The list will be subject to the approval of the Owner. "By own forces" will be considered valid and satisfactory only if the tenderer is recognized by the Newfoundland and Labrador Construction Association or by the Road Builders Association as being a "bona fide" contractor or supplier of that particular trade or item.

   WE agree to authorize the Owner to release the names of subcontractors used in our tender where such information is requested from the Owner.

   WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.

8. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
9. WE hereby acknowledge receipt of the following addenda:

Addendum No.

Addendum No.

10. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

SIGNATURE OF TENDERER

Firm Name: ______________________________________________________

Address: ________________________________________________________

Postal Code: _________________ E-Mail ____________________________

Ph # ______________________ Fax # ______________________________

Signing Officer

Signing Officer

Corporate Seal

Witnessed by
APPENDIX "A"

Herewith is the list of Sub-contractors referred to in Section 7 of the tender submitted by

____________________________________________________________________________________

____________________________________________________________________________________


to

____________________________________________________________________________________


dated ______________________________ and which is an integral part of the above
noted tender.

IF NOT USED, BAR AND INITIAL THE SPACE BELOW.

<table>
<thead>
<tr>
<th>Division/Work</th>
<th>Names and Addresses of Sub-Contractors and Suppliers included in our Tender Price</th>
</tr>
</thead>
</table>
APPENDIX "B"

Hereunder is the list of description of drawings referred to in Section I of the tender submitted by

__________________________________________________________________________________

__________________________________________________________________________________
to

__________________________________________________________________________________

______________________________________________________________

dated ______________________________ and which is an integral part of the above noted tender.

IF NOT USED, BAR AND INITIAL THE SPACE BELOW
Re-Issued October 2010

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Carmelite House
Re-Roofing 2017
Grand Falls-Windsor, NL

APPENDIX "C"
TENDER PRICE TABLE

<table>
<thead>
<tr>
<th>Sections</th>
<th>Description</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>Base Tender</td>
<td></td>
</tr>
<tr>
<td>C2</td>
<td>Separate Prices</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 (no separate prices applicable to this tender)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal Separate Prices</td>
<td>0.00</td>
</tr>
<tr>
<td>C3</td>
<td>Unit Prices</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Quantity Unit Price ($)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal Unit Prices</td>
<td></td>
</tr>
<tr>
<td>C4</td>
<td>Cash Allowances</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal Cash Allowances</td>
<td>0.00</td>
</tr>
<tr>
<td>C5</td>
<td>SubTotal Tender Prices</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Sum of Sections C1-C4)</td>
<td></td>
</tr>
<tr>
<td>C6</td>
<td>Harmonized Sales Tax (HST)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Multiply Section C5 by 15%)</td>
<td></td>
</tr>
<tr>
<td>C7</td>
<td>TOTAL TENDER AMOUNT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Add Sections C5 + C6 and transfer this amount to Section 1 on page 1 of the Tender Form)</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
1. For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
2. Work associated with the Separate Prices may be deleted at the sole discretion of the Owner at the time of contract award and a deduction(s) will be made to the Total Tender Amount equal to the amount(s) in C2 of the Tender Price Table.
3. Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer/Architect during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate.
AGREEMENT BETWEEN OWNER AND CONTRACTOR
for use when a stipulated price forms the
basis of payment and to be used only
with the General Conditions of the Contract

THIS AGREEMENT made on the _____ day of ________ in the year two thousand and ________.

BY AND BETWEEN

__________________________________________________________________________________

__________________________________________________________________________________

hereinafter called the "Owner"

AND

__________________________________________________________________________________

__________________________________________________________________________________

hereinafter called the "Contractor"

WITNESSETH: that the Owner and Contractor undertake and agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

(a) perform all the Work required by the Contract Documents for Carmelite House - Re-Roofing 2017, Grand Falls-Windsor, NL which have been signed in triplicate by both the parties,

(b) do and fulfil everything indicated by this Agreement, and

(c) commence the Work by the _____ day of ____________, 20___ and substantially perform the Work of this Contract as certified by the Engineer/Architect by the ______ day of ________ 20__.

(d) The "Engineer/Architect" is the person designated as such from time to time by the Owner.

ARTICLE A-2 CONTRACT DOCUMENTS
The following is an exact list of the Contract Documents referred to in Article A-1: (SEE TABLE OF CONTENTS FOR LIST OF DOCUMENTS AND DRAWINGS). See Attached

ARTICLE A-3 CONTRACT PRICE

THE CONTRACT PRICE IS $ ____________________________

_________________ (HST INCLUDED) Canadian funds which price shall be subject to adjustments as may be required in accordance with the General Conditions of the Contract.

ARTICLE A-4 PAYMENT

(a) Subject to applicable legislation and, where such legislation does not exist or apply, in accordance with such prescribed regulations or industry practice respecting holdback percentages and in accordance with the provisions of the General Conditions of the Contract, the Owner shall:

(1) make monthly payments to the Contractor on account of the Contract Price. The amounts of such payments shall be as certified by the Engineer/Architect; and
(2) upon Substantial Performance of the work as certified by the Engineer/Architect pay to the contractor any unpaid balance of holdback monies then due; and
(3) upon Total Performance of the Work as certified by the Engineer/Architect pay to the contractor any unpaid balance of the Contract Price then due.

(b) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in any award by a court, interest at the rate and in the manner specified in GC21-Certificates and Payments, shall become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-5 ADDRESSES FOR NOTICES
All communications in writing between the parties or between them and the Engineer/Architect shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Corporation for whom they are intended or if sent by post or by facsimile addressed as follows:

The Owner at: __________________________________________________________
____________________________________________________
____________________________________________________

The Contractor at: ______________________________________________________
____________________________________________________
____________________________________________________

The Engineer/Architect at: _______________________________________________
____________________________________________________
____________________________________________________

ARTICLE A-6 SUCCESSION

The General Conditions of the Contract hereto annexed, and all other aforesaid Contract Documents, are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective...
corporate seals and by the hands of their proper officers hereunto duly authorized.

SIGNED, SEALED AND DELIVERED
in the presence of:

OWNER: ______________________________

____________________________
signed

____________________________
name and title

____________________________
date

CONTRACTOR: ______________________________

____________________________
signed

____________________________
name and title

____________________________
signed / witnessed

____________________________
name and title

____________________________
date

N.B. Where any legal jurisdiction, local practice or client requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Corporation or Partnership, should be attached.
GENERAL CONDITIONS

OF

STIPULATED PRICE CONTRACTS
INDEX

GENERAL PROVISIONS
1 Definitions
2 Contract Documents
3 Emergencies
4 Laws, Notices, Permits and Fees
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GC 1  DEFINITIONS

1.1 “Contract Documents”
The Contract Documents consist of the INSTRUCTIONS TO BIDDERS, executed AGREEMENT BETWEEN OWNER AND CONTRACTOR, GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS, any representations made by the Contractor during the tender period, Specifications, Drawings and such other documents as are listed in Article A-2 of the Agreement, including all amendments thereto incorporated before their execution and subsequent amendments thereto made pursuant to the provisions of the contract or agreed upon between the parties. The Successful bidder's tender, and any addenda to the Specifications issued during the bidding period shall also form part of the Contract Documents.

1.2 “Contract”
The legal agreement, represented by the Contract Documents, between the Contractor and Owner by which the Contractor agrees to undertake and perform the Work for the Contract Amount stipulated, for the quality prescribed and by the scheduled completion date detailed in the Agreement Between Owner and Contractor.

1.3 “Final Completion”
Final Completion shall mean when the entire Work has been performed to the requirements of the Contract Documents and is so certified by the Project Manager.

1.4 “Materials and Equipment” and/or “Products”
The terms Materials and Equipment and/or Products means all materials, machinery, equipment and fixtures forming the completed work as required by the Contract Documents 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.

1.5 “Other Contractor”
The term Other Contractor means any 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.

1.6 “Owner”, “Project Manager”, “Contractor”
The Owner, Project Manager and Contractor are the persons, firms or corporation identified as such in the Agreement between Owner and Contractor and referred to throughout the Contract Documents as if singular in number and gender neutral. They also mean the Owner, Project Manager or Contractor or their authorized representatives as designated by each party in writing. Reference to the “Engineer”, “Architect/Engineer”, “Consultant” or other similar terms as may be used elsewhere in the Contract Documents, including the technical specifications and drawings, shall mean the Project Manager.

1.7 “Place of the Work”
The Place of the Work is the designated site or location of the Work identified in the Contract Documents.

1.8 “The Project”
The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.9 “Subcontractor / Supplier”
a) A Subcontractor is a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Work included in the Contract, 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.

b) A Supplier is a person or entity having a direct contract with the Contractor to supply Products not worked to a special design for the Work.

1.10 “Substantial Completion”
Subject to GC 44, a Contract shall be deemed to be substantially completed

a) when the work or a substantial part thereof is ready for use or is being used for the purpose intended; and

b) when the work to be done under the contract is capable of completion or correction at a cost of not more than:
(i) three percent of the first two hundred and fifty thousand dollars ($250,000) of the contract price, and

(ii) two percent of the next two hundred and fifty thousand dollars ($250,000) of the contract price, and

(iii) one percent of the balance of the contract price.

Notwithstanding any convention of the construction industry in Canada and despite any other definitions herein, the contract shall not be substantially completed until the Project Manager has determined that with respect to the Work:

(i) all regulatory occupancy permits are in place;

(ii) fire safety systems have been certified and are fully operational;

(iii) building systems have been inspected, performance tested and placed into satisfactory operation for a period of at least 5 days prior to occupancy of the Work; and

The contract price, for the purposes of this article, shall be the original contract price as identified in Art. A-3 of the Agreement between Owner and Contractor plus the net value of all approved change orders.

The value of portions of the work that cannot be completed expeditiously for reasons beyond the control of the Contractor shall be deducted from the contract price in determining if Substantial Completion has been attained. The date of Substantial Completion of the Work is the date certified by the Project Manager.

1.11 “Substantial Defects or Deficiencies”
Those defects or deficiencies in the Work which affect the Project to such an extent or in such a manner that a significant part or the whole of the Work is unfit for the purpose specified in the Contract Documents as determined by the Project Manager.

1.12 “Time”
   a) The Contract Time is the time stated in Article A-1 (c) of the AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR
   b) The term day, as used in the Contract Documents, shall mean the calendar day.
   c) The term working day means any working day observed by the construction industry in the area of the place of Work up to a maximum of twelve (12) hours per day.

1.13 “Work”
Work includes the whole of the undertakings, Materials, Equipment, Products, matters and things required to be done, furnished and performed by the Contractor under the Contract.

GC 2 CONTRACT DOCUMENTS

2.1 The AGREEMENT BETWEEN OWNER AND CONTRACTOR shall be signed in duplicate by the Owner and the Contractor.

2.2 Words which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

2.3 In the event of conflicts between Contract Documents the following shall apply:
   a) Documents of later date shall govern.
   b) Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions.
   c) Drawings of larger scale shall govern over those of smaller scale of the same date.
   d) Specifications shall govern over Drawings
e) The GENERAL CONDITIONS of Contract shall govern over Specifications.

f) SUPPLEMENTARY GENERAL CONDITIONS (if any) shall govern over the GENERAL CONDITIONS of the Contract.

g) The AGREEMENT BETWEEN OWNER AND CONTRACTOR shall govern over all documents.

2.4 Only electronic copies of the Contract Documents will be made available to the Contractor without charge. Printed copies required by the Contractor will be at their sole cost.

2.5 The Contractor shall keep one copy of all current Contract Documents submittals, reports, records of meetings and shop drawings on the site, in good order and available to the Project Manager. This requirement shall not be deemed to include the executed Contract Documents.

2.6 All Contract documents and copies thereof, and all models, are and shall remain the property of the Owner and are not to be used on other Work. Such documents are not to be copied, except for purposes related to the work under this Contract, or revised in any manner without the written authorization of the Owner.

2.7 The specifications and drawings may be subdivided into sections. They should be read as a whole and are not intended to be a means of separating the work under the Contract. Unless specifically delineated in the Specifications or Drawings, the Owner shall not be responsible for the separation of work between Subcontractors, Suppliers, and the Contractor. The headings contained in the Contract Documents are inserted for the purpose of convenient reference only and are not to be considered in any construction or interpretation of the Contract Documents.

2.8 The Contractor acknowledges that the General Conditions are revised or amended from time to time by the Owner and acknowledges that the provisions herein represent the most current version. The Contractor understands and agrees that it shall not use an interpretation or understanding from a previous version to support an interpretation or understanding of the Contract Documents which has specifically changed or been amended by this version.

**GC 3 EMERGENCIES**

3.1.1 The Project Manager has authority in an emergency to stop the progress of the work whenever the Project Manager is of the opinion that such stoppage may be necessary to ensure the safety of life, or the work, or neighboring property. This includes authority to make changes in the work, and to order, assess and award the cost of such work, extra to the Contract or otherwise, as may in the Project Manager’s opinion be necessary. The Project Manager shall, within two (2) working days, confirm in writing any such instructions. In such a case if work has been performed under direct order of the Project Manager, the Contractor shall retain the right to claim the value of such work.

3.1.2 Should the work be stopped by civil pickets, or other disorder, neither the Owner nor the Contractor shall have claim for change in the price of the Contract.

3.1.3 When requested in writing by the Owner, the Contractor shall make appropriate alterations in the method, Products or work force at any time the Owner considers the Contractor’s actions to be unsafe, or damaging to either the Work or existing facilities or the environment.

**GC 4 LAWS, NOTICES, PERMITS AND FEES**

4.1 The laws of the Province of Newfoundland and Labrador shall govern the Work and the Contract Documents.

4.2 The Contractor shall obtain all applicable permits, licenses and certificates and pay all fees required for the performance of the Work which are in force at the date of tender submission, but this shall not include the obtaining of permanent easements or rights of servitude. The Contractor shall provide written evidence of compliance to the Project Manager. The Owner is not required by law to obtain any permit from any municipality in this Province related to the Work. As such, the Contractor is not to carry the cost of a municipal permit related to the conduct of the Work as part of the Contractor’s tender price related to the same. If any such permit is found by the Owner to be required as it deems fit, the payment for such to the municipality concerned will either be directly by the Owner, or alternately by the Contractor on behalf of the Owner. If payment of any such permit is by the Contractor on behalf of the Owner, the Owner will issue a change order to allow for its payment at direct
cost only, with no markup if any kind. Nothing in this General Condition relieves the Contractor of its obligation to make such filings and to submit such documents and notices with respect to the Work on behalf of the Owner as are normally required by the municipality to facilitate its conduct. Further the Contractor is to advise the Owner of any request by a municipality that the Contractor pay for and obtain a permit related to the conduct of the Work. The Owner and the Contractor will jointly deal with any such requests in the manner provide for above. All other permits are remaining the responsibility of the Contractor.

4.3 The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and order of all authorities having jurisdiction relating to the Work or to the preservation of public health and construction safety, which are or become in force during the performance of the Work.

4.4 The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work. If the Contract Documents are at variance therewith, or changes which require modification to the Contract Documents are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender submission, any resulting change in the cost shall constitute a corresponding change in the Contract Price. The Contractor shall notify the Project Manager in writing requesting immediate direction if any such variance or change is found.

4.5 If the Contractor fails to notify the Project Manager in writing and obtain direction as required in GC 29.4 and performs any work knowing it to be contrary to any laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, the Contractor shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages, attributable to their failure to comply with the Provisions of such laws, ordinances, rules, regulations, codes and orders.

4.6 All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The address for service are as follows:

For the Client:

xxxx

xxxx

4.7 Notices, requests or documents shall be deemed to have been received by the addressee as follows:

a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;

b) As of the date on which they are sent where delivery is by facsimile, e-mail or other means of electronic communication; and

c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

4.8 The address of either party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.

**GC 5 PATENT FEES**

5.1 The Contractor shall pay all royalties and patent license fees required for the performance of the contract and such royalties or fees shall be deemed to have been included in the contract price. The Contractor shall hold the Owner harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of any patent or invention by the Contractor or anyone for whose acts the Contractor may be liable.

5.2 The Owner shall hold the Contractor harmless against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of any patent or invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Contractor by the Owner.

**GC6 STATUS OF THE CONTRACTOR**

6.1 The Contractor is engaged under the Contract as an independent contractor.
6.2 The Contractor and any employee of the Contractor are not engaged by the Contract as an employee, servant or agent of the Owner.

6.3 For the purposes of the Contract the Contractor shall be solely responsible for any and all payments and deductions required to be made by law including those required for the Owner, Canada Pension Plans, Employment Insurance, Worker's Compensation, provincial health or insurance plans, and Income Tax.

6.4 Contractors shall provide, prior to signing of Contract, a current certification of good standing from the Registry of Companies, Province of Newfoundland and Labrador.

**GC 7 WORKER'S COMPENSATION**

7.1 The Contractor shall, within ten (10) working days of the date of the Letter of Award and prior to commencement of the work, provide evidence of compliance with all requirements with respect to worker’s compensation in the Province, including payments due thereunder. The Contractor shall again provide similar evidence, in accordance with GC 44.7 - CERTIFICATES AND PAYMENTS, prior to receiving any holdback monies.

7.2 At any time during the term of Contract, when requested by the Project Manager, the Contractor shall also provide such evidence of their compliance, including any Subcontractors and any other persons performing work who are required to comply with such legislation.

7.3 Non incorporated companies (i.e. partnerships, sole proprietorships, and independent operators) must provide coverage for any employees and personal coverage for the principals.

7.4 The Contractor shall provide to the Owner with each progress claim a Worker's Compensation Certificate from the Province of Newfoundland and Labrador.

**GC 8 CERTIFICATIONS AND POLICIES**

8.1 The Contractor may be required to, within ten (10) working days of the date of the Letter of Award and prior to commencement of the work and at the Client’s sole discretion, provide a valid Letter of Good Standing under the Certificate of Recognition Program from the Newfoundland and Labrador Construction Safety Association. The Letter of Good Standing must be unexpired and verify that the Contractor has reached full “Certificate of Recognition” status. The Contractor shall be responsible for maintaining this status for the duration of the contract and, if the validity date of the Letter of Good Standing precedes completion of the Work, the Contractor may be requested to provide additional letters of good standing to substantiate continuing compliance. In the event the Contractor’s status is “pending”, the Contractor shall comply with all measures directed by the Owner as the Owner sees fit at his sole and unfettered discretion.

8.2 For contracts valued at less than $100,000 and deemed by the Owner to present a low level risk for occupational, health and safety, the Owner, in its sole discretion, may accept a Letter of Good Standing at the “Audit Pending” status, provided this is the Contractor’s first contract with the Owner.

8.3 In accordance with GC 18.1 - SUBCONTRACTORS, at any time during the term of the Contract, when requested by the Owner, the Contractor shall provide similar evidence of compliance by any Subcontractors undertaking construction work on the Contract.

8.4 Failure to provide a Letter of Good Standing or meet the requirements of GC 8.1 or GC 8.2 may be deemed an act of default by the Contractor and subject to the provisions of GC 52 – OWNER’S RIGHT TO STOP WORK OR TERMINATE CONTRACT.

8.5 The Contractor will be required to perform all works in strict accordance with the Owner’s Nosocomial Infection Protocol policy and the latest edition of CSA Z317 (Infection Control During Construction or Renovation of Health Care Facilities).

8.6 The Contractor shall be required to abide by the Newfoundland and Labrador Occupational Health and Safety Act and Regulations, the Personal Health Information Act and all Owner policies including, but not limited to,:  
   a) Contractor and Vendor Safety Policy (OHS-10-0100)  
   b) Incident Reporting (PSQ-5-020)  
   c) Management of Adverse Events (PSQ-5-030)  
   d) Identification of Personnel (HR-3-010)  
   e) Oath / Affirmation of Confidentiality (P&A-9-020)  
   f) Security of Confidential information (P&A-9-030)
g) Privacy/Confidentiality Breach Management (P&A-9-040)

h) Construction, Renovation or Maintenance in health care Facilities (IC-6-60)

**GC 9  UNSUITABLE WORKERS**

9.1 The Owner shall instruct the Contractor to remove from the site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of the Owner acts, and continues to act after having been warned twice in writing, with or without conditions, by the Owner through the Contractor, in failing to display the technical, managerial, safety, timeliness, integrity or any other regulated or industry recognized skills required of a person performing equivalent Work or has otherwise acted improperly, and the Contractor shall not permit a person who has been removed to return to the site of the Work. Nothing herein is to be construed as giving the Owner any right to dismiss or terminate an employee, agent, Subcontractor or Supplier of the Contractor but represents the right of the Owner to preserve and protect its property. This does not affect any legal right of a Contractor to dismiss or terminate an employee, agent Subcontractor or Supplier as it may decide in its sole discretion.

**GC 10  PUBLIC CEREMONIES AND SIGNS**

10.1 The Contractor shall not permit any public ceremony in connection with the Work without the prior consent of the Owner.

10.2 The Contractor shall not erect nor permit the erection of any sign or advertising on the Work or its site without the prior consent of the Owner.

**GC 11  SECURITY AND PROTECTION OF DOCUMENTS**

11.1 The Contractor shall guard and protect Contract Documents, drawings, information, models and copies thereof, whether supplied by the Owner or the Contractor, against loss or damage from any cause or against any unauthorized, prohibited, illegal or any other non-related Work use or application.

11.2 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of The Owner in connection with the Work, and all information developed by the Contractor as part of the Work, and shall not disclose any such information to any person without the written permission of the Owner, except that the Contractor may disclose to a subcontractor, authorized in accordance with the Contract, information necessary to the performance of a subcontract. This section does not apply to any information that

(a) is publicly available from a source other than the Contractor; or

(b) is or becomes known to the Contractor from a source other than the Owner, except any source that is known to the Contractor to be under an obligation to the Owner not to disclose the information.

11.3 When the Contract, the Work, or any information referred to in paragraph 11.2 is identified as SECRET, CONFIDENTIAL or PROTECTED by the Owner, the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including such measures as may be further specified elsewhere in the Contract or provided, in writing, from time to time by the Owner.

11.5 Without limiting the generality of paragraphs 11.2 and 11.3, when the Contract, the Work, or any information referred to in paragraph 11.2 is identified as SECRET, CONFIDENTIAL or PROTECTED by the Owner, the Owner shall be entitled to inspect the Contractor's premises and the premises of its subcontractors or suppliers and any other person at any tier, for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractors or suppliers comply with all written instructions issued by the Owner dealing with the material so identified, including any requirement that employees of the Contractor and its subcontractors and suppliers and any other person at any tier execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

**GC 12  TIME OF THE ESSENCE**

12.1 Time is of the essence of the Contract.

**GC 13  WARRANTY**
13.1 Without restricting any warranty or guarantee implied or stipulated by law, the Contractor hereby warrants that the Work shall be free of any and all defects, deficiencies or faults and the Contractor shall bear the expense, rectify and make good any defect or fault appearing within a period of one year from the date of Substantial Completion of the Work or within such other warranty period as may be specified in the Contract Documents or in connection with those applicable parts of the Work described in the Certificate of Substantial Completion any defect appearing within a period of one year of Final Completion, provided that the Contractor shall not be responsible for any defect or fault caused by the Owner’s improper operation or maintenance, or resulting from the design of the work, unless under the Contract, the Contractor has responsibility for such design.

13.2 The Contractor shall correct at its own cost, and if not corrected be responsible for the payment to correct, any new or additional damage done to already completed Work, or to the adjoining or integrated property of the Owner, which results from the responsibility of the Contractor under GC 13.1.

13.3 The Contractor shall transfer and assign to the Owner, any subcontractor, manufacturer or supplier extended warranties or guarantees implied or imposed by law or contained in the Contract covering periods beyond the one year period stipulated in GC 13.1. Extended warranties or guarantees referred to herein shall not extend the one year period whereby the Contractor, except as may be provided elsewhere in the Contract Documents, must rectify and make good any defect or fault that appears in the Work or come to the attention of the Owner.

13.4 Neither the Project Manager’s Final Completion certificate nor payment thereunder shall relieve the Contractor from this responsibility hereunder.

13.5 The Owner and/or the Project Manager shall promptly give the Contractor written notice of any observed defects or deficiencies occurring during the Warranty Period.

13.6 Any defect or fault appearing within the warranty period and prior to the issuance of a Final Completion Certificate shall be subject to the set-off provisions outlined in GC 44.12(d) – CERTIFICATES AND PAYMENTS.

GC 14 ASSIGNMENT

14.1 The Contractor shall not to assign the contract or any part thereof or any benefit or interest therein or thereunder without the prior written consent of the Owner.

GC 15 SUCCESSION

15.1 The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and, subject to GC 14 ASSIGNMENT, permitted assigns.

GC 16 PROJECT MANAGER'S DECISIONS AND INSTRUCTIONS

16.1 The Project Manager, in the first instance, shall decide on questions arising under the Contract Documents and interpret the requirements therein. Such decisions shall be given in writing.

16.2 The Contractor shall notify the Project Manager in writing within ten (10) working days of receipt of a decision of the Project Manager referred to in GC 16.1 should the Contractor hold that such decision is in error and/or at variance with the Contract Documents. Unless the Contractor fulfills this requirement, subsequent claims by the Contractor for extra compensation, arising out of the decision, will not be accepted.

16.3 If the question of error and/or variance is not resolved immediately, and the Project Manager decides that the disputed work shall be carried out, the Contractor shall act according to the Project Manager’s written decision. Any question of change in Contract Price and/or extension of Contract Time due to such error and/or variance shall be decided as provided in GC 54 - SETTLEMENT OF DISPUTES AND CLAIMS.

16.4 During the progress of the Work the Project Manager shall furnish to the Contractor such additional instructions as may be necessary to supplement the Contract Documents. All such instructions shall be consistent with the intent of the Contract Documents and issued with reasonable promptness and in accordance with any schedule agreed upon. Additional instructions may include minor changes to the Work which affect neither the Contract Price nor the Contract Time and may be in the form of drawings, samples, models or written instructions.

GC 17 SUPERINTENDENCE

17.1 The Contractor shall employ a competent superintendent(s) and necessary assistants who shall be in continuous
attendance at the Work site at all times while work is being performed. Provisions must be made by the Contractor to have adequate replacement / additional superintendence personnel of equal qualifications and experience on site for work during extended hours, weekends, turnaround and any time while work is being undertaken and the primary superintendent is not available. The superintendent shall be satisfactory to the Project Manager and shall not be changed except for good reason.

17.2 Upon request of the Owner, the Contractor shall remove any superintendent who, in the opinion of the Project Manager, acts, and continues to act after having been warned twice in writing, with or without conditions, by the Owner through the Contractor, in failing to display the technical, managerial, safety, timeliness, integrity or any other regulated or industry recognized skills required of a person performing equivalent Work or has been otherwise acted improperly and shall forthwith designate another superintendent who is acceptable to the Project Manager. Nothing herein is to be construed as giving the Owner any right to dismiss or terminate an employee, agent, Subcontractor or Supplier of the Contractor but represents the right of the Owner to preserve and protect its property. This does not affect any legal right of a Contractor to dismiss or terminate an employee, agent Subcontractor or Supplier as it may decide in its sole discretion.

17.3 The superintendent shall represent the Contractor at the Work site and directions received from the Project Manager shall be held to have been given to the Contractor. Important directions shall be confirmed to the Contractor in writing, other directions will be so confirmed if requested.

17.4 The superintendent shall maintain good order among employees of the Contractor and Subcontractors and advise the Project Manager of any instances of disturbances, disruptions or any and all other matters required to be reported to the Project Manager, on behalf of the Owner, under the Contract Documents or by law, regulation or policy.

**GC 18 SUBCONTRACTORS**

18.1 The Contractor agrees to preserve and protect the rights of the Owner under the Contract with respect to any work to be performed under any subcontract. The Contractor shall:

   a) require Subcontractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and

   b) be fully responsible to the Owner for acts and omissions of Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor, and

   c) ensure compliance with worker’s compensation, obtain bonding and insurance from Subcontractors if required by the Contract and, if requested, provide evidence of compliance, and

   d) require Subcontractors undertaking construction work on the Contract to maintain compliance with the requirements of GC 8 - CERTIFICATE OF RECOGNITION PROGRAM and, if requested, provide evidence of compliance.

The Contractor therefore agrees to incorporate all the terms and conditions of the Contract Documents into all Subcontract Agreements.

18.2 The Contractor shall employ those Subcontractors proposed in writing and accepted by the Owner prior to the signing of the Contract for such portions of the work as may be designated in the bidding requirements. The Owner may, in its sole, absolute and unfettered discretion and for reasonable cause, object to the use of a proposed Subcontractor and may require the Contractor to employ one of the other Subcontractor Bidders. In the event that the Owner requires a change from any proposed Subcontractor, the Contract Price shall be adjusted by the difference in cost as may be occasioned by such required change. The Contractor shall not be required to employ as a Subcontractor any person or firm to whom they may reasonably object.

18.3 The Project Manager may, upon reasonable request, provide to a Subcontractor, information as to the percentage of the Subcontractor's work which has been certified for payment.

18.4 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor or Supplier and the Owner.

**GC 19 USE OF PREMISES**
19.1 The Contractor shall confine his apparatus, the storage of products and the operations of his workmen to limits indicated by laws, ordinances, permits or by directions of the Project Manager and shall not unreasonably encumber the premises with his products.

19.2 The Contractor shall not load or permit to be loaded any part of the Work with a mass that will endanger its safety.

19.3 The Contractor shall enforce the Project Manager’s instructions regarding signs, advertisements, fires and smoking.

19.4 Unless otherwise provided the Contractor shall, at his own expense, and without extra cost to the Owner, make suitable provision to accommodate all traffic either pedestrian or vehicular, over or around, the project upon which work is being performed, in a manner satisfactory to the Project Manager.

19.5 The Contractor shall provide and maintain at his own expense such fences, barriers, signs, lights and watchmen as may be necessary to prevent avoidable accidents to residents or to the public generally.

GC 20 CONSTRUCTION SCHEDULE

20.1 The Contractor shall, within fifteen (15) days of receipt of the Letter of Award, provide the Project Manager with a schedule of work acceptable to the Owner in digital form and in native file format and subject to any conditions identified elsewhere in the Contract. Such schedule shall indicate the timing of the major activities of the Work and provide sufficient detail of the critical events and their interrelationship to demonstrate the Work will be performed in conformity with the Contract Time.

20.2 The Contractor shall provide updated schedules during the progress of the Work, if at any point, the existing or future Work deviates from the current schedule.

20.3 The Contractor shall advise the Project Manager in writing of any changes required to the schedule as a result of extensions to the completion time granted under GC 47 – CHANGES IN THE WORK.

20.4 The Contractor shall provide to the Project Manager, upon issuance of a Certificate of Substantial Completion, an update of the schedule with full details of a timetable, acceptable to the Project Manager, for the completion of any unfinished portion of the Work and the correction of all listed deficiencies or defects.

GC 21 CUTTING AND REMEDIAL WORK

21.1 The Contractor shall do all cutting and remedial work that may be required to make the several parts of the Work come together properly.

21.2 The Contractor shall coordinate the schedule for the Work to ensure that this requirement is kept to a minimum.

21.3 Should the Owner or anyone employed by him be responsible for ill-timed work necessitating cutting and/or remedial work shall be valued as provided in GC17 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK and added to the Contract Price.

21.4 Cutting and remedial work shall be performed by specialists familiar with the materials affected and shall be performed in a manner to neither damage nor endanger any Work.

GC 22 SHOP DRAWINGS

22.1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are to be provided by the Contractor to illustrate details of a portion of the Work.

22.2 The Contractor shall arrange for the preparation of clearly identified shop drawings as called for by the Contract Documents or as the Project Manager may reasonably request.

22.3 Prior to Submission to the Project Manager the Contractor shall review all shop drawings. By this review the Contractor represents that he has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data or will do so and that he has checked and coordinated
each shop drawing with the requirements of the Work and of the Contract Documents. The Contractor's review of each shop drawing shall be indicated by stamp, date and signature of a responsible person.

22.4 The Contractor shall submit shop drawings to the Project Manager for his review with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the Work of Other Contractors. If either the Contractor or the Project Manager so requests they shall jointly prepare a schedule fixing the dates for submission and return of shop drawings. Shop drawings shall be submitted in the form of a responsible transparency or prints as the Project Manager may direct. At the time of submission the Contractor shall notify the Project Manager in writing of any deviations in the shop drawings from the requirements of the Contract Documents.

22.5 The Project Manager will review and return shop drawings in accordance with any schedule agreed upon, or otherwise with reasonable promptness so as to cause no delay. The Project Manager's review shall be for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the Contract Documents unless a deviation on the shop drawings has been approved in writing by the Project Manager.

22.6 The Contractor shall make any changes in shop drawings which the Project Manager may require consistent with the Contract Documents and resubmit unless otherwise directed by the Engineer/Architect. When resubmitting the Contractor shall notify the Project Manager in writing of any revisions other than those requested by the Project Manager.

GC 23 SAMPLES

23.1 The Contractor shall submit for the Project Manager's approval such standard manufacturers' samples as the Engineer/Architect may reasonably require. Samples shall be labelled as to origin and intended use in the Work and shall conform to the requirements of the Contract Documents.

23.2 The Contractor shall provide samples of special products, assemblies, or components when so specified. The cost of such samples not specified shall be authorized as an addition to the Contract Price as provided in GC 47 - CHANGES IN THE WORK.

GC 24 TESTS AND MIX DESIGNS

24.1 The Contractor shall furnish to the Project Manager test results and mix designs as may be requested. The testing company must first be approved by the Project Manager.

24.2 The cost of tests and mix designs beyond those called for in the Contract Documents or beyond those required by laws, ordinances, rules and regulations relating to the work and the preservation of public health, shall be authorized as an addition to the Contract Price as provided in GC 47 - CHANGES IN THE WORK.

GC 25 MATERIALS AND SUBSTITUTIONS

25.1 Materials, described and named in the specifications with "or approved equal" clause after the Manufacturer's name, or so described as to establish quality only and substitutions of a similar material may be made after award of the contract provided the Project Manager's approval is obtained.

25.2 Requests for substitutions must be accompanied by sufficient information in the form of shop drawings, manufacturer's literature, samples and other data to permit proper investigation of the substitutes proposed. Also, indicate the increase or decrease in price.

25.3 Whenever a substitute is proposed for approval the Contractor shall guarantee that such proposed substitute will not adversely affect the space requirements allocated on the drawings for the material specified, and he shall agree to bear any additional expense incurred due to his use of the proposed substitute.

25.4 The Project Manager may accept or reject any or all of the proposed substitutions as he sees fit, and his decision on a question of equality shall be final.
GC 26  MATERIAL, PLANT AND REAL PROPERTY BECOME PROPERTY OF THE OWNER

26.1 Subject to GC 4 - LAWS, NOTICES, PERMITS AND FEES, all Material and Plant and the interest of the Contractor in all real property, licences, powers and privileges purchased, used or consumed by the Contractor for the Work shall, immediately after the time of their purchase and/or delivery to site, use or consumption be the property of the Owner for the purposes of the Work and they shall continue to be the property of the Owner.
   a) in the case of Material, until the Owner indicates that the Materials shall not be required for the Work; and
   b) in the case of Plant, real property, licences, powers and privileges, until the Owner indicates that the interest vested in the Owner therein is no longer required for the purposes of the Work.

26.2 Material or Plant, that is the property of the Owner by virtue of 26.1, shall not be taken away from the site of the Work nor used nor disposed of except for the purposes of the Work without the written consent of the Owner.

26.3 The Owner is not liable for loss of nor damage from any cause to the Material or Plant referred to in 26.1, and the Contractor is liable for such loss or damage notwithstanding that the Material or Plant is the property of the Owner.

GC 27  LABOUR

27.1 In carrying out the duties under this contract, the Contractor shall comply with all Provincial and Federal legislation respecting labour and the employment of labour, where applicable, including the labour standards code and shall not operate in conflict with Human Rights legislation.

27.2 The Contractor and Subcontractors shall maintain and keep available for inspection by the Owner, a record of the names and addresses of all persons employed on the Project.

27.3 All work shall be done by persons skilled in their various trades.

27.4 There shall be no discrimination in the selection of workers for employment on the project in respect of political affiliation.

27.5 The Owner may instruct the Contractor to remove from the site of the Work any person employed by the Contractor for purposes of the Work who, in the opinion of the Project Manager, acts, and continues to act after having been warned twice in writing, with or without conditions, by the Owner through the Contractor, in failing to
display the technical, managerial, safety, timeliness, integrity or any other regulated or industry recognized skills required of a person performing equivalent Work or is guilty of improper conduct, or has failed to comply with applicable security clearance requirements of the Contract Documents and the Contractor shall not permit a person who has so been removed to return to the site of the Work. Nothing herein is to be construed as giving the Owner any right to dismiss or terminate an employee, agent, Subcontractor or Supplier of the Contractor but represents the right of the Owner to preserve and protect its property. This does not affect any legal right of a Contractor to dismiss or terminate an employee, agent Subcontractor or Supplier as it may decide in its sole discretion.

GC 28  PRECONSTRUCTION MEETINGS & ORIENTATIONS

28.1 Within 10 days after award of Contract, The Contractor shall request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities. The Contractor shall establish time and location of meetings and notify parties concerned minimum 5 days before meeting. Agenda to include following:
   a) Appointment of official representative of participants in Work.
   b) Schedule of Work
   c) Schedule of submission of shop drawings, samples, colour chips
   d) Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences
   e) Delivery schedule of specified
   f) Site security
   g) Proposed changes, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, and administrative requirements.
   h) Record drawings
   i) Maintenance manuals
   j) Take-over procedures, acceptance, and warranties
k) Monthly progress claims, administrative procedures, photographs, and holdbacks.

l) Appointment of inspection and testing agencies or firms

This meeting shall be minuted by the Owner and approval of said minutes by both the Owner and the Contractor is required before Works can proceed.

**GC 29 CONSTRUCTION SAFETY**

29.1 The Contractor shall be solely responsible for construction safety at the place of the Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. In any emergency, the Contractor shall either stop the Work, make changes or order extra work to ensure the safety of life and the protection of the Work and neighbouring property and shall promptly notify the Project Manager of its actions.

29.2 Prior to commencing the Work, the Contractor shall notify the authorities having jurisdiction for construction safety at the site of the Work with respect to the intended commencement of the Work, and shall provide such authority with whatever additional information may be required by that authority.

**GC 30 INSPECTION OF WORK**

30.1 The Owner and his authorized representatives shall have access to the Work for inspection wherever it is in preparation or progress. The Contractor shall cooperate to provide reasonable facilities for such access.

30.2 If special tests, inspections or approvals are required by the Contract Documents or the Project Manager's instructions or the laws or ordinances of the place of building, the Contractor shall give the Project Manager timely notice requesting inspection. Inspection by the Project Manager shall be made promptly. The Contractor shall arrange inspection by other authorities and shall notify the Project Manager of the date and time.

30.3 If the Contractor covers or permits to be covered any of the Work that is subject to inspection or before any special tests and approvals are completed without the approval of the Project Manager, the Contractor shall uncover the Work, have the inspection satisfactorily completed and make good the Work at the Contractor’s expense.

30.4 Examination of any questioned work may be ordered by the Project Manager. If such work be found in accordance with the Contract the Owner shall pay the cost of examination and replacement, together with the cost of subsequent verification testing. If such Work be found not in accordance with the Contract through the fault of the Contractor, the Contractor shall pay such cost.

30.5 The Contractor shall provide to the Project Manager all assistance, including access to the Work, necessary for the provision of required assurances to regulatory agencies respecting substantial conformance of the construction of the Work with the design approved by the applicable authority for issuance of the building permit.

30.6 The Contractor shall furnish promptly to the Project Manager two (2) copies of all certificates and inspection reports relating to the Work.

**GC 31 DEFECTIVE WORK**

31.1 Defective Work, whether the result of poor workmanship, use of defective Products or damage through carelessness or other act or omission of the Contractor, and whether incorporated in the Work or not, which has been rejected by the Project Manager as failing to conform to the Contract Documents shall be removed promptly from the premises by the Contractor and replaced and/or re-executed promptly in accordance with the Contract Documents at the Contractor's expense.

31.2 Other Contractor's work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense.

31.3 If in the opinion of the Project Manager it is not expedient to correct defective 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 by the Project Manager.

31.4 The failure of the Project Manager to reject any defective Work shall not constitute a deemed acceptance of any portion of the Work which is not in accordance with the requirements of the Contract Documents.
GC 32 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

32.1 The Contractor shall have complete control of the Work except as provided in GC 3 - EMERGENCIES. The Contractor shall effectively direct and supervise the Work and be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all parts of the Work under the Contract.

32.2 The Contractor shall provide or furnish, and pay for, all professional services, labour, Plant, Material, Products, construction machinery and equipment, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the Work in accordance with the Contract.

32.3 The Contractor shall, at all times, perform the Work in a proper, diligent and expeditious manner as is consistent with construction industry standards and in accordance with the progress schedule prepared pursuant to GC 20 - CONSTRUCTION SCHEDULE and shall provide sufficient personnel to fulfill the Contractor's obligations in accordance with that schedule.

32.4 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural supports, fill and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate discipline to perform these functions where required by law or by the Contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

32.5 Notwithstanding the provisions of GC 32.1 and 32.4 above, or any provisions to the contrary elsewhere in the Contract Documents where such Contract Documents include designs for temporary structural supports, fill and other temporary facilities and methods shall be deemed to comprise part of the overall design of the Work and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that he is responsible for the execution of the Work.

32.6 The Contractor shall carefully examine the Contract Documents and shall promptly report to the Project Manager any error or omission discovered. Failure to do so will not necessarily relieve the Contractor from being liable for any damage resulting from any such errors or omissions in the Contract Documents.

32.7 The Contractor, in consultation with the Project Manager, shall arrange following execution of the Contract and during performance of the Work, site meetings at regular intervals requiring the attendance of all parties involved with the Work in order to ensure proper coordination of the Work.

32.8 Any use of the Place of Work for which the Contractor is deemed to be licensed to use by virtue of the Contract Documents, ceases upon the last day of the conduct of the Work, or earlier as provided in the Contract Documents.

GC 33 OTHER CONTRACTORS AND OWNERS’ FORCES

33.1 The Owner reserves the right to award separate contracts or have separate work performed by the Owner’s own forces in connection with the Project, of which the Work is part, even if such separate work is not described in the Contract. Such separate work may include, but not necessarily be limited to, the installation of equipment and storage of material.

33.2 Unless specified elsewhere in the Contract Documents, the Owner shall coordinate the separate work and insurance coverage of Other Contractors and Owners’ forces as it affects the Work of this Contract. The Project Manager shall issue instructions, as may be necessary, to resolve any areas of overlap or conflict.

33.3 The Contractor shall cooperate and make reasonable efforts to coordinate their work with that of Other Contractors or Owners’ forces for any such work identified in the Contract Documents. Any change in the costs incurred by the Contractor in the planning and performance of such work which is not shown or included in the Contract Documents shall be evaluated as provided under GC 51 - VALUATION AND CERTIFICATION OF CHANGES IN THE WORK. Any costs incurred by the Contractor resulting from failure to coordinate work specified in the Contract Documents will not be reimbursed by the Owner.

33.4 The Contractor shall report to the Project Manager any apparent deficiencies in Other Contractor's work which would affect the Work of this Contract immediately upon discovery and, prior to proceeding with that part of the
Work, shall confirm such report in writing. Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies of Other Contractor's work except as to those of which the Contractor was not reasonably aware.

**GC 34 OWNER'S RIGHT TO DO WORK**

34.1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of the Contract, the Owner may notify the Contractor in writing that the Contractor is in default of their contractual obligations and instruct them to correct or rectify the default within five (5) working days of receiving the notice.

34.2 If the correction or rectification of the default as enumerated by the provisions of GC 34.1 above, cannot be completed within the five (5) working days specified, the Contractor shall be considered to be in compliance with the Owner's instructions if he or she:

a) commences the correction or rectification of the default within the specified time;

b) provides the Owner with a schedule, acceptable to the Owner, for such correction; and

c) completes the correction in accordance with such schedule.

34.3 If the Contractor fails to comply with the provisions in GC 34.1 and GC 34.2 the Owner may, without prejudice to any other right or remedy the Owner may have, including but not limited to GC 45 and 52, correct or rectify such default and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**GC 35 CLEANUP AND FINAL CLEANING OF WORK**

35.1 The Contractor shall maintain the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, other Contractors or their employees.

35.2 When the Work is Substantially Performed the Contractor shall remove all of his surplus products, tools, construction machinery and equipment not required for the performance of the remaining work. He shall also remove any waste products and debris and leave the Work clean and suitable for occupancy by the Owner unless otherwise specified.

35.3 When the Work is Totally Performed, the Contractor shall remove all of his surplus Products, tools, construction machinery and equipment. He shall also remove any waste products and debris, other than that caused by the Owner, other Contractors or their employees.

**GC 36 PROTECTION OF WORK AND PROPERTY**

36.1 The Contractor shall protect the property adjacent to the Place of Work from damage resulting from their operations under the Contract.

36.2 The Contractor shall protect the Work and the Owner's property from damage and shall be responsible for any damage which may arise as the result of or is contributed to by the Contractors’ operations under the Contract.

36.3 Should any damage occur to the Work and/or Owner's property for which the Contractor is responsible, either directly or by contribution, the Contractor shall make good such damage and bear the expense or pay all costs incurred by others in making good such damage. The degree of contribution shall be determined by the Project Manager.

36.4 Should any damage occur to the Work and/or Owner's property for which the Contractor is not deemed responsible as provided in GC 41 - INDEMNIFICATION, the Contractor shall make good such damage to the Work and, if the Owner so directs, to the Owner's property, and the Contract Price and Contract Time shall be adjusted in accordance with GC 47 - CHANGES IN THE WORK.

36.5 The Contractor shall be completely responsible for the safety of the Work as it applies to protection of the public and property and the construction of the Work and maintain strict compliance with all applicable codes and product manufacturers’ recommendations, particularly the Newfoundland and Labrador Occupational Health and Safety Act.
36.6 In the event of a shutdown or interruption, the Contractor shall be responsible for the care, protection and maintenance of the Work, subject to the provisions of GC 50 – DELAY.

GC 37 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE & OTHER HAZARDS
37.1 The Contractor shall do whatever is necessary to ensure that
   a) no person, property, right, easement nor privilege is injured, damaged or infringed upon by reasons of the Contractor's activities in performing the Work;
   b) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted nor endangered by the performance or existence of the Work;
   c) fire hazards in or about the Place of the Work are eliminated and any fire is promptly extinguished;
   d) the health and safety of all persons employed in the performance of the Work is not endangered by the methods nor means of their performance;
   e) adequate medical services are available to all persons employed on the Place of the Work at all times during the performance of the Work;
   f) adequate sanitation measures are taken in respect of the Place of the Work; and
   g) all stakes, buoys and marks placed on the Work or its site by the Owner are protected and are not removed, defaced, altered nor destroyed.
37.2 The Owner may direct the Contractor to do such things and to perform such work as the Owner considers reasonable and necessary to ensure compliance with or to remedy a breach of 37.1, and the Contractor shall promptly comply with the direction of the Owner.

GC 38 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY THE OWNER
38.1 The Contractor is liable to the Owner for any loss of or damage to Material, Plant or real property that is supplied or placed in the care, custody and control of the Contractor by the Owner for use in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control.
38.2 The Contractor is not liable to the Owner for any loss or damage to Material, Plant or real property referred to in 38.1 if that loss or damage results from and is directly attributable to reasonable wear and tear.
38.3 The Contractor shall not use any Material, Plant or real property supplied by the Owner except for the purpose of performing the Contract.
38.4 When the Contractor fails to make good any loss or damage for which the Contractor is liable under 38.1 within a reasonable time, the Owner may cause the loss or damage to be made good at the Contractor's expense, without prejudice to any other right or remedy the Owner may have, including but not limited to GC 52, and the Contractor shall thereupon be liable to the Owner for the cost thereof and shall, on demand, pay to the Owner an amount equal to that cost
38.5 The Contractor shall keep records of all Material, Plant and real property supplied by the Owner as the Owner requires and shall satisfy the Owner, when requested, that such Material, Plant and real property are at the place and in the condition in which they ought to be.

GC 39 CONTAMINATED SITE CONDITIONS
39.1 A contaminated site condition exists when a solid, liquid, gaseous, thermal or radioactive irritant or contaminant, or other hazardous or toxic substance or material, including moulds and other forms of fungi, is present at the site of the Work to an extent that constitutes a hazard, or potential hazard, to the environment, property, or the health or safety of any person.
39.2 If the Contractor encounters a contaminated site condition of which the Contractor is not aware or about which the Contractor has not been advised, or if the Contractor has reasonable grounds to believe that such a site condition exists at the site of the Work, the Contractor shall:
   a) take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death, and that neither property nor the environment is injured or destroyed as a result of the contaminated site condition;
   b) immediately notify the Project Manager of the circumstances in writing; and
   c) take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
39.3 Upon receipt of a notification from the Contractor, the Owner shall promptly determine whether a contaminated site condition exists, and shall notify the Contractor in writing of any action to be taken, or work to be performed, by the Contractor as a result of the Owner's determination.

39.4 If the Contractor's services are required by the Owner, the Contractor shall follow the direction of the Owner with regard to any excavation, treatment, removal and disposal of any polluting substance or material.

39.5 The Owner, at the Owner's sole discretion, may enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of contaminated site conditions, and the Contractor shall allow them access and co-operate with them in the carrying out of their duties and obligations.

39.6 Except as may be otherwise provided for in the Contract, the provisions of GC 51- VALUATION AND CERTIFICATION OF CHANGES IN THE WORK shall apply to any additional work made necessary because of a contaminated site condition.

**GC 40 DAMAGES AND MUTUAL RESPONSIBILITY**

40.1 If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or anyone employed by them, then they shall be reimbursed by the other party for such damages. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.

40.2 Claims shall be made in writing to the party liable within reasonable time after the first observance of such damage and not later than the time limits stipulated in GC 44 - CERTIFICATES AND PAYMENTS, and may be adjusted by agreement or in the manner set out in GC 54 - SETTLEMENT OF DISPUTES AND CLAIMS.

40.3 If the Contractor has caused damage to any Other Contractor on the work, the Contractor agrees upon due notice, to settle with such Other Contractor by agreement, mediation or arbitration, if the Other Contractor 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 and may require the Contractor to defend the action at the Contractor's expense. If any final order or judgment against the Owner arises therefrom the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

40.4 If the Contractor becomes liable to pay or satisfy any final order, judgment or award against the Owner then the Contractor, upon undertaking to indemnify the Owner against any and all liability for costs, shall have the right to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction.

40.5 The provisions of this GC 40 shall survive the Contract.

**GC 41 INDEMNIFICATION**

41.1 Except as provided in GC 41.2, the Contractor shall be liable to the Owner for, and shall indemnify and hold harmless the Owner against, all claims, demands, losses, costs, damages, actions, suits or proceedings, whatsoever arising under any statute or common law:

(a) in respect of personal injury to or the death of any person whomsoever arising out of, or in the course of, or caused by the carrying out of the Work; and

(b) in respect of any injury or damage whatsoever to any property, real or personal or any chattel real, insofar as such injury or damage arises out of, or in the course of, or by reason of the carrying out of the Work.

41.2 The Contractor shall not be liable to or indemnify the Owner under GC 41.1 if the injury, death, loss or damage is due to any negligence of the Owner or the Project Manager.

**GC 42 TAXES AND DUTIES**

42.1 The Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract. The Owner will pay the Contractor with each regular progress payment the applicable portion of the Harmonized Sales Tax (HST). Contractors are advised the provincial government is not exempt from the HST. The lump sum price quoted by the contractor on the tender form should include the HST. The Owner will pay the HST to the Contractor with each regular progress billing.

42.2 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties as outlined in GC 42.1, after the date of tender submission and prior to issuance of a Final Completion Certificate, shall increase or
decrease the Contract Price accordingly. The Contractor shall cooperate with the Project Manager and Owner and permit access to books and records in order to establish the amount of such taxes involved.

42.3 The Contractor shall maintain full records of their estimates and actual costs of the work, together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the Owner, the Auditor General for Newfoundland and Labrador or by persons acting on their behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records.

GC 43 APPLICATION FOR PAYMENT

43.1 Applications for payment on account as provided for in Article A-4 of the AGREEMENT BETWEEN OWNER AND CONTRACTOR shall be made monthly, on a date to be agreed between the Owner and the Contractor, as the Work progresses.

43.2 For Work covered by unit prices, application for payment shall be for the value of work performed and products delivered to the site at the date agreed in GC 43.1.

43.3 For Work covered by lump sum prices, application for payment shall be for the value, proportionate to the amount of the lump sum work, of the Work performed and products delivered to the site at the date agreed in GC 43.1. If requested by the Project Manager, the Contractor shall submit, at time of delivery of Construction Schedule pursuant to GC 20.1 before the first application for payment, a schedule of values of the various parts of the lump sum work, aggregating the total amount of the lump sum work and divided so as to facilitate evaluation of applications for payment. This schedule shall be made out in such form, and supported by such evidence as to its correctness, as the Project Manager may reasonably direct, and when approved by the Project Manager shall be used as the basis for application for payment. When making application for payment, the Contractor shall submit a statement based upon this schedule. Claims for products delivered to the site but not yet incorporated into the Work shall be supported by such evidence as the Project Manager may reasonably require to establish the value and delivery of the products. No payment shall be made in advance unless specifically agreed to.

43.4 Applications for release of holdback monies following the Substantial Completion of the Work and the application for final payment shall be made at the time and in the manner set forth in GC 44 - CERTIFICATES AND PAYMENTS.

GC 44 CERTIFICATES AND PAYMENTS

44.1 Except as provided in GC 44.6 and GC 44.8, the Project Manager shall, within ten (10) days of receipt of an application for payment from the Contractor submitted in accordance with GC 43 - APPLICATION FOR PAYMENT with all required supporting documentation, issue a certificate for payment in the amount applied for or such other amount as shall be determined to be properly due. If the Project Manager amends the application, the Contractor shall be promptly notified in writing stating the reasons for the amendment.

44.2 The Owner shall within twenty-one (21) days of the issuance of a certificate for payment by the Project Manager, make payment to the Contractor on account, in accordance with the provisions of the Contract Documents.

44.3 If payment is not made within sixty (60) days of receipt of the Contractor's application for payment to the Project Manager, the Owner will be liable for interest on the amount owing at the approved rate per annum from the sixty-first (61st) day to the date of payment. The approved rate is the provincial prime lending rate of the Owner, plus one percent (1%), as is established on a quarterly basis.

44.4 Notwithstanding any other provisions of this Contract:

a) If on account of climatic or other conditions reasonably beyond the control of the Contractor there are items of work that cannot be performed, the payment for that which has been performed as certified by the Project Manager shall not be withheld or delayed by the Owner on account thereof, but the Owner may withhold from the Contract Price until the remaining work is finished an amount equal to two times of the cost to the Owner of performing such remaining work and to adequately protect the Owner.

b) Where legislation permits and where, upon application by the Contractor, the Project Manager has certified that a Subcontract has been totally performed prior to the Substantial Completion of this Contract, the Owner shall pay the Contractor the holdback retained for such Subcontractor on the day following the expiration
of the Statutory Limitations Period stipulated in the Mechanics' Lien Act applicable to the place of building.

The holdbacks will be released on the following conditions:

i) a copy of the contract between the Subcontractor and the Contractor, or some other suitable Document satisfactory to the Owner, must be presented to the Owner,

ii) the Subcontract is completed without deficiencies;

iii) the warranty for the Subcontract will not start until Substantial Completion of the General Contract;

iv) the Contractor provides an approved statutory declaration that all monies have been paid to the Subcontractors.

44.5 Notwithstanding the provisions of GC 44.4(b) and notwithstanding the wording of such certificate, the Contractor shall ensure that such work is protected pending the Final Completion of the Contract and be responsible for the correction of any defects in it regardless of whether or not they were apparent when such certificates were issued.

44.6 The Project Manager shall, within fifteen (15) days of receipt of an application from the Contractor for a Substantial Completion Certificate, make an inspection and assessment of the work to verify the validity of the application. The Project Manager shall within five (5) days of the inspection notify the Contractor if the application will be approved and issue a certificate of payment, if warranted, in accordance with GC 15.1. When the Project Manager finds the Work to be substantially completed, a Substantial Completion certificate shall be issued indicating the date on which the Work was determined to have reached Substantial Completion. Immediately following the issuance of the certificate of Substantial Completion, the Project Manager, in consultation with the Contractor, shall establish a reasonable date for the Final Completion of the Contract, if not otherwise specified.

44.7 Following the issuance of the certificate of Substantial Completion and upon receipt from the Contractor of all documentation called for in the Contract Documents including evidence of compliance with worker’s compensation per GC 7.1 WORKER’S COMPENSATION, the Project Manager shall issue a certificate for payment of holdback monies. Holdback monies authorized by this certificate shall become eligible for release on the day following the expiration of the Statutory Limitation Period stipulated in the Mechanics’ Lien Act applicable to the place of building, providing that no lien or privilege claims against the Work exist and the Contractor has submitted to the Owner an approved statutory declaration that all accounts for labour, subcontracts, products, construction machinery and equipment and any other indebtedness which may have been incurred by the Contractor in the Substantial Completion of the Work and for which the Owner might in any way be held responsible, have been paid in full except holdback monies properly retained.

44.8 The Project Manager shall, within fifteen (15) days of receipt of an application from the Contractor for payment upon Final Completion of the Contract, make an inspection and assessment of the work to verify the validity of the application. The Project Manager shall within five (5) days of the inspection notify the Contractor if the application has been approved. When the Project Manager finds the Work to be totally performed, a Final Completion certificate will be issued and payment will be certified for the remaining monies due to the Contractor under the Contract less any holdback monies which are required to be retained. The Final Completion certificate shall indicate the date on which the Work was determined to have reached Final Completion. The Owner shall within 30 days of issuance of the Final Completion certificate make payment to the Contractor in accordance with the provisions of Article A-4 of the Agreement.

44.9 No certificate for payment, or any payment made thereunder, or any partial or entire use of occupancy of the Work by the Owner, shall constitute an acceptance of any work or products not in accordance with the Contract Documents.

44.10 The issuance of the certificate of Final Completion shall constitute a waiver of all claims by the Owner against the Contractor except those previously made in writing and still unsettled, if any, and those arising from the provisions of GC 13 - WARRANTY, breach of contract or those arising from negligence on the part of the Contractor or those made in writing within a period of two years from the date of Substantial Completion and arising from any liability of the Contractor for damages resulting from the Contractor’s performance of the Contract with respect to Substantial Defects or Deficiencies in the Work for which the Contractor is responsible. Similarly, the issuance of the certificate of Final Completion and of the payment due thereunder shall constitute a waiver of all claims by the Contractor against the Owner except those made in writing prior to the application for
payment upon Final Completion of the Contract and still unsettled, if any.

44.11 The holdback value to be used by the Project Manager when issuing a certificate of payment will be ten (10) percent of the value of the work completed at the date of the Contractor's claim.

44.12 Notwithstanding the provisions of GC 44.3 or any other provision of this Contract, the Owner may:

a) in the event of a claim by the Owner against the Contractor for damages arising out of the performance or non-performance of the Contract, withhold payment of any amount equal to the alleged damages until the liability for damages is established and no amount of interest will be paid on amounts held under this clause;

b) set-off amounts owing by the Contractor to the Owner,

c) set-off amounts to cover costs of remediating defective or uncompleted work,

d) following the issuance of the certificate of Substantial Completion, withhold payment of an amount equal to twice the cost, as estimated by the Project Manager, of remediating set-off items under GC 15.13(c) until the issuance of a certificate of Final Completion and no amount of interest will be paid on amounts held under this clause.

44.13 Costs related to the inspection and assessment of applications from the Contractor submitted for Substantial Completion or Final Completion in accordance with GC 44.6 or GC 44.8, that are disapproved by the Project Manager, may be deducted from amounts payable to the Contractor by issuance of a credit change order by the Owner in accordance with GC 51 – VALUATION AND CERTIFICATION OF CHANGES IN THE WORK if, in the opinion of the Project Manager, a second or subsequent inspection and assessment will be needed because the extent of the remaining Work or deficiencies from the disapproved application was such that the Contractor's application was judged by the Project Manager to have been unwarranted.

GC 45 RIGHT OF SETOFF

45.1 Without limiting any right of setoff or deduction given or implied by law or elsewhere in the Contract, the Owner may set off any amount payable to the Owner by the Contractor under the Contract, or under any current contract or on any other project, against any amount payable to the Contractor under the Contract.

45.2 For the purposes of 45.1, "current contract" means a contract between the Owner and the Contractor under which the Contractor has an undischarged obligation to perform or supply work, labour or material; or in respect of which the Owner has, since the date of the Contract, exercised any right to take the work that is the subject of that contract out of the Contractor's hands.

GC 46 ASSESSMENT OF LIQUIDATED DAMAGES FOR LATE COMPLETION

46.1 For purposes of this Section;

(a) The Work shall be deemed to be completed on the date of the Certificate of Substantial Completion referred to in GC 44.6 – CERTIFICATES AND PAYMENTS, and

(b) "Period of delay" means the number of days commencing on the day fixed by the Agreement Between Owner and Contractor for completion of the Work and ending on the day immediately preceding the day on which the work is completed but does not include any day in which, in the opinion of the Project Manager, completion of the work was delayed for reasons beyond the control of the Contractor.

46.2 If the Contractor does not complete the work by the day fixed for its completion in the AGREEMENT BETWEEN OWNER AND CONTRACTOR but completes it thereafter, the Contractor shall pay the Owner, if demanded, as liquidated damages and not as a penalty, an amount equal to the aggregate of

(a) all salaries, wages and traveling expenses incurred by the Owner in respect of persons overseeing the performance of the work during the period of delay, and

(b) all other expenses and consequential damages of any kind incurred or sustained by the Owner during the period of delay as a result of the work not being completed by the day fixed for its completion as defined by GC 46.1.
46.3 Notwithstanding, this right is without prejudice to the rights of the Owner as set forth in GC 52 - OWNER’S RIGHT TO STOP WORK OR TERMINATE CONTRACT which are cumulative and remain in force.

GC 47 CHANGES IN THE WORK

47.1 The Owner may make changes by altering, adding, or deducting from the Work, with the contract price and the contract time being adjusted accordingly.

   a) When a change in the Work is proposed or required, the Project Manager will provide the Contractor with a written description of the proposed change in the Work.

   b) The Contractor shall promptly present, in a form acceptable to the Project Manager, a method of adjustment or an amount of adjustment in the Contract Price, if any, and the adjustment in the Contract Time, if any, for the proposed changes in the Work.

   c) When the Owner and the Contractor agree to the adjustments in the Contract Price and Contract Time or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a Change Order. The value of the work performed as a result of the Change Order shall be included in the application for progress payment.

47.2 Except as provided in GC 3 - EMERGENCIES, no change shall be made without a written order from the Project Manager and no claim for an addition or deduction to the Contract Price or change in the Contract Time shall be valid unless so ordered by the Project Manager.

GC 48 CHANGE DIRECTIVE

48.1 If the Owner requires the Contractor to proceed with a change in the Work prior to the Owner and the Contractor agreeing upon the corresponding adjustment in Contract Price and Contract Time (or in the event the Owner and the Contractor cannot agree), the Owner shall issue a Change Directive.

48.2 A Change Directive shall be used to direct a change in the Work which is within the general scope and intent of the Project in the Owner’s sole discretion.

48.3 Upon receipt of a Change Directive, the Contractor shall proceed immediately with the change in the Work.

48.4 The adjustment in the Contract Price for a change carried out by way of a Change Directive shall be determined on the basis of the cost of the Contractor’s actual and reasonable expenditures and savings attributable to the Change Directive, valued in accordance with GC 51.1 (c)

GC 49 CONCEALED OR UNKNOWN CONDITIONS

49.1 If the Owner or the Contractor discovers conditions at the Place of the Work which are:

   (a) concealed physical conditions or subsurface conditions which existed before the commencement of the Work which differ materially from those indicated in the Contract Documents; or

   (b) physical conditions or subsurface conditions of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents;

Then the observing party shall notify the other party in writing before conditions are disturbed and not later than five (5) working days after the first observance of the conditions.

49.2 The Project Manager will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially, and this would cause an increase or decrease in the Contractor’s costs or time to perform the Work, the Project Manager, with the Owner’s approval, shall issue appropriate instructions for a change in the Work as provided for in GC 47.

49.3 If the Project Manager finds that the conditions at the Place of the Work are not materially different or that no change in the Contract Price or Contract Time is justified, the Project Manager shall report the reasons for this finding to the Owner and the Contractor in writing.

49.4 Where the Contractor finds Items of possible historical or archeological significance, in or immediately adjacent to the Place of Work, the Project Manager shall be notified promptly and thereafter the Contractor shall use rea-
reasonable efforts to continue the Work without disturbing such items and shall continue to do so until such time as a preliminary inspection and determination has been made by the Owner. Where preservation or recovery of the items is determined to be required by the Owner, the necessary adjustments to the Contract Documents shall be negotiated. Ownership of the items shall be that of the Owner despite anything herein to the contrary.

**GC 50 DELAY**

50.1 If it can be clearly shown that the Contractor is delayed in the performance of the work by any act contrary to the Contract Documents or fault of the Owner, Other Contractor or the Project Manager, then the contract time shall be extended for such reasonable time as the Project Manager may decide in consultation with the Contractor. The Contractor shall be reimbursed for any reasonable costs incurred as a result of such a delay occasioned by the act or fault, provided that it can be clearly shown that the Contractor's forces cannot work efficiently elsewhere on the project and that the incurred cost is limited to that which could not reasonably have been avoided.

50.2 If the Contractor is delayed in the performance of the Work by a STOP WORK ORDER issued by any court or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of anyone employed directly or indirectly by the Contractor, then the Contract Time shall be extended for such reasonable time as the Project Manager may decide, in consultation with the Contractor, and the Contractor shall be reimbursed for any reasonable costs incurred as the result of such delay.

50.3 If the Contractor is delayed in the performance of the Work by civil disorders, labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized Contractor's Association, of which the Contractor is a member) fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by any cause of any kind whatsoever beyond the Contractor's control, then the Contract Time shall be extended for such reasonable time as may be decided by the Project Manager in consultation with the Owner and the Contractor, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension of time be agreed to by the Contractor. The Contractor shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the Owner or the Project Manager.

50.4 No extension shall be made for delay unless written notice of claim is given to the Project Manager within ten (10) working days of its commencement, providing that in the case of a continuing cause of delay only one notice shall be necessary.

50.5 The foregoing does not relieve the Contractor from any duty to mitigate its loss.

**GC 51 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK**

51.1 The value of any change shall be determined by one or more of the following methods:

a) by estimate and acceptance in a lump sum;

b) by unit prices agreed upon or as listed in the Contract; or

c) by cost and a fixed or percentage fee

In the case of changes in the work valued as outlined in GC 51.1(a), the Contractor shall submit a lump sum estimate. If the estimate is not deemed acceptable or sufficient for evaluation, the Contractor shall, upon request from the Project Manager, provide a detailed breakdown of the lump sum estimate, acceptable to the Project Manager, for all Materials and Labour to complete the extra work, including subcontractors’ and suppliers’ signed quotations and breakdown estimates. Such lump sum estimate shall be inclusive of overhead and profit of the Contractor and be reasonable and consistent with market rates in the local market for such labour and materials.

Pursuant to GC 51.1(b), in the case of changes in the work using unit prices not listed in the Contract, the Contractor shall submit for approval an itemized estimate acceptable to the Project Manager for areas of work where quantities can be measured. The Owner will pay the Contractor only for those quantities which are incorporated into the work. Unit prices provided shall be deemed to be fully inclusive of all markups for overhead and profit.

In the case of changes in the work valued as outlined in GC 51.1(c), the Contractor shall submit detailed original invoices, vouchers and time sheets for all materials and labour required to complete the extra work.
If the change in the work necessitates a change in the Contract Time, or has an impact on the work, the Contractor shall identify the change in the Contract Time and include the resulting cost, if any, in its breakdown.

51.2 Changes calculated in accordance with GC51.1(a) or (c) shall be based upon reasonable and proper amounts payable by the Contractor which are directly attributable to the performance of the change and fall into one or more of the following classes of expenditure, plus allowable markups as determined in accordance with GC 51.3;

a) the cost of necessary materials, supplies and equipment incorporated or consumed in the work.

b) subject to the provisions of GC 51.6, the cost of labour to perform the work including, where applicable, travel and living expenses.

c) subject to the provisions of GC 51.4, rental costs for machinery and equipment or an amount equivalent to the rent if the machinery or equipment is owned by the contractor, including all applicable discounts.

d) costs for the preparation, inspection, delivery, installation and removal of material and equipment necessary for the execution of the work.

e) payments to Subcontractors and Suppliers.

f) subject to the approval of the Project Manager, such other costs that may be deemed necessary for the execution of the work.

51.3 For changes in the work valued as outlined in GC51.1(a) or (c), the maximum markup shall be a maximum of fifteen (15) percent for the portion of the change performed by the Contractor’s or Sub-contractor’s own forces and a maximum of ten (10) percent for the portion of the change performed by subcontract. The markups shall be applied to the aggregate agreed costs, for changes valued in accordance with GC 51.1(a), or aggregate actual costs, to the extent reasonable and proper, that can be verified by the Contractor, for changes valued in accordance with GC51.1(c). Changes agreed by lump sum, without the need of a breakdown estimate, shall be deemed to include the above markups.

Mark-ups for both the Contractor and Subcontractor shall be limited to and considered full compensation for:

a) all head office costs including salaries (specifically including the costs of superintendence pursuant to GC 17), financing, overhead, profit and risk of undertaking the work;

b) all normal administration, communications, supervision and coordination costs generally associated with routine change orders;

c) all costs associated with the normal preparation of the change order quotation, such as investigation time, miscellaneous discussions, and coordination and negotiations; and

d) costs related to

i) the purchase or rental of material, plant and equipment.

ii) small tool and supplies.

iii) incidental or routine safety and protective measures, except not including labor and materials associated with special safety processes and procedures.

iv) permits, bonds, insurance, engineering, as-built drawings, project record documents, commissioning and site office facilities. The Contractor will be compensated, without markup, at the end of the Contract, upon presentation of specific invoices or supporting documentation, clearly demonstrating the additional costs incurred for permits, bonds, and insurance associated with the net value of all change order work.

v) fines and any insurance deductibles payable upon fault of the Contractor in performance of the Work; and

vi) all other costs not included in the foregoing.

51.4 For changes in the work valued as outlined in GC 51.1 (a) or (c), costs for Contractor owned equipment will be calculated in accordance with the latest version of the equipment rental rate schedule published by the Highway Design Division of the Department of Transportation and Works or, for rates not contained in the booklet, at lo-
Rates from the equipment rental rate schedule include applicable markups and will not be subject to the markups provided in GC 51.3. Costs for equipment rented by the Contractor shall be based upon detailed invoices for work done under GC 51.1(c), or the equipment rental rate schedule for work done under GC 51.1(a) and the rates shall be entitled to markup provided under GC 51.3 except the markup amount shall be ten (10%) percent. Small tools and equipment normally supplied by either the Contractor or Subcontractor or their employees will not be considered as owned or rented equipment for the purposes of this article and the Contractor shall be deemed to be fully compensated for such costs as provided in GC 51.3.

51.5 Credits will be based on the net cost of material and labour or the net difference in unit price quantities. For change orders involving related additions and deletions to the Work, the percentage markups referred to in GC 51.3 shall apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Price. The percentage mark-ups shall only be applied to that portion of the costs of the additions that are in excess of the cost of the deletions.

51.6 For changes in the work valued as outlined in GC 51.1 (a) or (c), hourly labour rates for the Contractor and Subcontractor shall be calculated from a base labour rate established in accordance with one of the following methods:

a. actual employee pay rate, supported by payroll information submitted by the Contractor

b. rates which may be published periodically in the Fair Wage Schedule by Human Resources and Social Development Canada or other recognized survey deemed acceptable to the Owner

c. for unionized employees only, the rates stipulated in applicable collective agreements, including associated benefits

The base hourly labour rate may be increased by an amount, not to exceed 30%, to cover labour burden which shall be deemed to include, but not limited to, statutory contributions for employment insurance, payroll taxes, Canada pension plans, worker’s compensation, insurance and health premiums, statutory holidays and other applicable labour burdens paid directly by the employer such as vacation pay, health benefits, and fringe benefits.

The Contractor shall submit to the Project Manager a detailed breakdown of the base hourly labour rate, calculated in accordance with this article, for each trade involved in the change.

Time spent by a working foreperson may be included in the number of labour hours if the working foreperson is actually performing the work covered by the change.

Time attributable to material handling, productivity factors, and approved rest periods shall be included in the number of hours required for the change and shall not be included in the calculation of the base hourly labour rate.

51.7 When a change in the work is proposed or required, the Contractor shall present to the Project Manager for approval a claim for any change in the Contract Price and/or change in the Contract Time. When the Project Manager is satisfied as to the correctness of such claim and, when approved, shall issue a written change order to the Contractor to proceed with the change. The value of work performed in the change shall be included for payment with the regular certificate for payment.

51.8 For changes in the Work to be paid under methods (b) and (c) of GC 51.1, the form of presentation of costs and methods of measurement shall be agreed to by the Project Manager and Contractor before proceeding with the change. The Contractor shall keep accurate records, as agreed upon, of quantities or costs and present an account of the cost of the change in the Work, together with vouchers where applicable.

51.9 If the method of valuation, measurement and the change in Contract Price and/or change in Contract Time cannot be promptly agreed upon, and the change is required to be proceeded with, then the Project Manager shall direct the change in the manner herein appearing and determine the method of valuation, measurement and the change in Contract Price and/or Contract Time subject to final determination in the manner set out in GC 54 – SETTLEMENT OF DISPUTES AND CLAIMS. On receipt of this directive, the Contractor shall proceed promptly with the change in the Work and, should the Contractor disagree with the method of valuation, measurement, change in Contract price and/or change in Contract Time, he or she shall provide written notice as set out in GC 16 - PROJECT MANAGER’S DECISIONS. The Project Manager shall issue a written authorization for the change as noted above setting out the method of valuation and if by lump sum the Project Manager’s valuation of the change in Contract Price and/or Contract Time.
51.10 In the case of a dispute in the valuation of a change authorized in the Work pending final determination of such value, the Project Manager shall certify the value of work performed and include the undisputed amount with the regular certificates for payment.

51.11 It is intended in all matters referred to above that both the Project Manager and Contractor shall act promptly.

**GC 52 OWNER'S RIGHT TO STOP WORK, SUSPEND THE WORK, OR TERMINATE CONTRACT**

52.1 If the Contractor should be adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of insolvency, the Owner may, without prejudice to any other right or remedy he or she may have, by giving the Contractor written notice, terminate the Contract.

52.2 The Owner may notify the Contractor in writing that he or she is in default of their contractual obligations, if the Contractor:

a) fails to proceed regularly and diligently with the work or in accordance with the schedule agreed to under GC 20 - CONSTRUCTION SCHEDULE

b) without reasonable cause wholly suspends the carrying out of the work before the completion thereof;

c) refuses or fails to supply sufficient properly skilled persons or proper workmanship, products or construction machinery and equipment for the scheduled performance of the work within five (5) working days of receiving written notice from the Project Manager, except in those cases provided in GC 50 - DELAY;

d) fails to make payments due to Subcontractors, suppliers or workers;

e) persistently disregards laws or ordinances, or the Project Manager's instructions; or

f) otherwise violates the provisions of the Contract.

Such written notice by the Owner shall instruct the Contractor to correct or rectify the default within five (5) working days from the receipt of the written notice.

52.3 If the correction or rectification of the default, as enumerated by the provisions of GC 52.2 above, cannot be completed within the five (5) working days specified, the Contractor shall be considered to be in compliance with the Owners' instructions if the Contractor:

a) commences the correction or rectification of the default within the specified time;

b) provides the Owner with a schedule, acceptable to the Owner, for such correction; and

c) completes the correction in accordance with such schedule.

52.4 If the Contractor fails to correct or rectify the default within the time specified or subsequently agreed upon, the Owner may, without prejudice to any other right or remedy, stop the work or terminate the Contract.

52.5 Subject to the Contract being terminated under the conditions set out above, the Owner shall be entitled to:

a) take possession of the premises and products and utilize the temporary buildings, plants, tools, construction machinery and equipment, goods, materials, intended for, delivered to and placed on or adjacent to the work and may complete the work by whatever method deemed expedient but without undue delay or expense;

b) withhold any further outstanding payments to the Contractor until the work is finished;

c) upon Final Completion of the work, charge the Contractor by way of setoff the amount by which the full cost of finishing the work including compensation to the Project Manager for their additional services and a reasonable allowance to cover the cost of any corrections required by GC 37 - WARRANTY, exceeds the unpaid balance of the Contract Price, or if such cost of finishing the work is less than the unpaid bal-
ance of the Contract Price, pay the Contractor the difference; and

d) on expiry of the warranty period, charge the Contractor the amount by which the cost of corrections under GC 13 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.

52.6 The Contractor’s obligation under the Contract as to quality, correction and warranty of the work performed by the Contractor up to the time of termination shall continue in force after such termination.

52.7 When, in the Owner’s opinion, it is in the public interest to do so, the Owner may require the Contractor to suspend performance of the Work either for a specified or an unspecified period, by giving a notice of suspension in writing to the Contractor in accordance with Article A5 of the Agreement.

52.8 When a notice of suspension is received by the Contractor, the Contractor shall suspend all operations in respect of the Work except those that the Owner determines are necessary for the care and preservation of the Work. Subject to any directions in the notice of suspension, the Contractor shall discontinue ordering materials if facilities and supplies and make every effort to delay delivery of existing orders.

52.9 During a period of suspension, the Contractor shall not remove any part of the Work from its site without the consent of the Owner.

52.10 If a period of suspension is 60 days or less, the Contractor shall resume the performance of the Work on the expiration of that period, and the Contractor is entitled to be paid the extra costs necessarily incurred by the Contractor as a result of the suspension, determined in accordance with GC 51 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.

52.11 If a period of suspension is more than 60 days, the Owner and the Contractor may agree that the performance of the Work will be continued by the Contractor, and the Contractor shall resume performance of the Work subject to any terms and conditions agreed upon by the Owner and the Contractor. If the Owner and the Contractor do not agree that performance of the Work will be continued by the Contractor, or upon the terms and conditions under which the Contractor will continue the Work, the notice of suspension may, at the option of either the Owner or the Contractor be deemed to be a notice of termination.

**GC 53 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

53.1 If the Owner should be adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of insolvency, the Contractor may, without prejudice to any other right or remedy, by giving the Owner written notice, terminate the Contract.

53.2 If the work should be stopped or otherwise delayed for a period of thirty days or more under an order of any court, or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one they may have directly or indirectly employed, the Contractor may, without prejudice to any other right or remedy, by giving the Owner fifteen (15) working days written notice, terminate the Contract.

53.3 The Contractor may notify the Owner in writing that the Owner is in default of their contractual obligations if:

a) the Project Manager fails to issue within a reasonable period, a certificate in accordance with GC 44 - CERTIFICATES AND PAYMENTS;

b) the Owner fails to pay to the Contractor, when due, any amount certified by the Project Manager and verified by the audit of the Owner.

Such written notice shall advise the Owner that if such default is not corrected within fifteen (15) working days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy he or she may have, stop the work and/or terminate the contract.

53.4 Subject to the Contract being terminated under the conditions set out above, the Contractor shall be entitled to be paid for all work performed and for any loss sustained upon products and plant supplied, and accepted by the Owner with reasonable overhead, profit and damages.
GC 54 SETTLEMENT OF DISPUTES AND CLAIMS

54.1 In the case of any dispute or claim arising between the Owner and the Contractor as to their respective rights and obligations under the Contract, either party hereto shall give the other written notification of such dispute or claim. The notification of dispute or claim shall be made within ten (10) working days of the dispute or cause of action arising and thereafter the parties shall attempt to resolve the matter through discussions and/or negotiations.

a) If the dispute or claim cannot be first resolved to the satisfaction of both parties through discussions and/or negotiations, either party may refer the matter to mediation. The parties agree to jointly select a mediator. If they are unable to do so, a mediator will be chosen, upon application by the parties, by the Alternative Dispute Resolution Institute of Canada.

b) If within 30 days of the appointment of the mediator, the parties do not resolve some or all of the issues in dispute, the parties shall submit those issues in dispute to binding arbitration pursuant to the provincial arbitration act or the equivalent thereof.

c) All information exchanged during the dispute resolution process shall be regarded as “without prejudice” communications for the purposes of settlement negotiations and shall be treated as confidential by the parties and their representatives unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during negotiation or mediation.

d) The parties agree that the representatives selected to participate in the dispute resolution process will have the authority required to resolve the dispute, or will have a rapid means of obtaining the requisite authorization.

f) The parties agree that they will each be responsible for the costs of their own legal counsel and personal travel. Fees and expenses of the mediator or arbitrator and all administrative costs, such as the cost of a meeting room, if any, shall be borne equally by the parties.

54.2 Legal proceedings shall not take place until after Substantial Completion of the Work and only if no resolution is reached through the above attempts described in GC 54.1 except:

a) where either party can show that the matter in dispute requires immediate consideration while evidence is available; or

b) in the case of legal proceedings, where the action may become proscribed by reason of delay.

54.3 Notwithstanding the process described under this GC 54, the Contractor shall also have the sole right to first submit the dispute to a Dispute Resolution Committee, as may be designated or established by the Owner. Authority of the Dispute Resolution Committee may be limited to address specific types of disputes and shall act in accordance with guidelines, as may be published and modified periodically by the Owner. Referrals to the Committee shall be made after Substantial Completion of the contract and decisions by the Committee will be non-binding on either party.

GC 55 LIABILITY INSURANCE

55.1 Commercial General Liability Insurance

(a) Without restricting the generality of GC 41 - Indemnification, the Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to his existing policy, Commercial Liability Insurance acceptable to the Owner and subject to limits set out in detail in the Certificate of Insurance inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

(b) This insurance shall include as an additional insured the Owner and the Occupant/Operator of the property. The Contractor shall not commence any work until he obtains, at his expense, all required insurances as specified in the General Conditions and the Supplementary General Conditions. Such insurance must have the approval of the Engineer/Architect and be to the limits, form and amounts specified. The Contractor will not permit any Subcontractor to commence work on this Project until the same insurance requirements have been compiled with by the Subcontractor.
(c) The insurance shall also include as Unnamed Insureds the architectural and engineering consultants of the Owner with respect to work performed by the Contractor, but excluding professional liabilities associated with such architectural and engineering consultants.

(d) The Commercial General Liability Insurance will not be limited to, but shall include coverage for:

1) premises and operations liability
2) products or complete operations liability
3) blanket contractual liability
4) broad form property damage
5) cross liability
6) elevator and hoist liability
7) contingent employer’s liability
8) personal injury liability
9) liability with respect to non-owned licensed vehicles
10) shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground service, tunneling and grading, as applicable only.

55.2 Automobile Liability Insurance

(i) The Contractor shall provide and maintain liability insurance in respect of (i) owned licensed vehicles and (ii) leased vehicles, subject to limits set out in the Supplementary General Conditions inclusive.

55.3 Aircraft and Watercraft Liability Insurance

The Contractor shall provide and maintain liability insurance with respect to owned and non-owned aircraft and watercraft, as may be applicable, subject to limits set out in the Supplementary General Conditions inclusive. Such insurance shall be in the names of the Contractor, Her Majesty the Queen in Right of Newfoundland, the Owner and the Engineer/Architect as defined in 26.1(b) and (c) where they have an insurable interest in the use and operation of such aircraft and watercraft.

55.4 Completed operations shall be maintained continuously until twelve (12) months after the date the Engineer/Architect issues a Certificate of Substantial Performance.

55.5 All insurance policies shall contain an endorsement requiring notification of Her Majesty and the Named Insured, in writing, thirty (30) days prior to cancellation of any policy or material change, except in the event of non-payment where policy conditions dealing with termination will apply.

GC 56 PROPERTY INSURANCE

56.1 The Contractor shall provide and maintain property insurance for contracts over $25,000, acceptable to the Owner, insuring the full value of the work in the amount of the contract price and the full value as stated of products for incorporation into the Work, subject to such exclusion as may be stated in the Certificate of Insurance.

56.2 Property insurance coverage shall be provided for by either a Broad Form Builders' Risks Policy, or an Installation Floater, or a Piers, Wharves, and Docks Rider.

56.3 The policies shall insure on a Broad Form basis direct loss or damage subject to any exclusion as may be specified in the Supplementary General Conditions. Such coverage shall apply to:

(a) all products, labour, and supplies of any nature whatsoever, the property of the Insureds or of others for which the Insureds may have assumed responsibility, to be used in or pertaining to the site preparations, demolitions of existing structures, erections and/or fabrication and/or reconstruction and/or repair of the insured project, while on the site or in transit, subject to the exclusion of the property specified.

(b) the installation, testing and any subsequent use of machinery and equipment including boilers, pressure ves-
sels or vessels under vacuum.

(c) damage to the Work caused by an accident to and/or the explosion of any boiler(s) or pressure vessel(s) forming part of the Work.

Such coverage shall exclude construction machinery, equipment, temporary structural and other temporary facilities, tools, and supplies used in the construction of the work and which are not expendable under the Contract.

56.4 Policies provided shall contain an endorsement requiring notification of the Owner and the Named Insured, in writing, thirty (30) days prior to cancellation of any policy or material change of coverage except in the event of non-payment where policy conditions dealing with termination will apply.

56.5 All such insurance shall be maintained continuously until the date the Project Manager issues a Certificate of Substantial Completion. All such insurance shall provide for the Owner to take occupancy of the work or any part thereof during the term of the insurance. Any increase in the cost of this insurance arising out of such occupancy shall be at the Owner's expense.

56.6 The policies shall provide that in the event of a loss, payment for damage to the Work shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner for the purpose of adjusting the amount of such loss with the Insurers. On the determination of the extent of the loss, the Contractor shall immediately proceed to restore 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 in the restoration work has been appraised, such amount to be paid as the work of restoration proceeds and in accordance with the Project Manager’s certificates for payment. Damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of time for Substantial and Final Completion of the work as the Project Manager may decide.

56.7 Further to the requirements of GC 55 and 56, the Contract Documents contain a Certificate of Insurance indicating type and limit of insurance required for the Work. The Contractor will be required to have the Certificate of Insurance completed by their insurance company and delivered to the Owner prior to commencement of work but not later than ten (10) working days after the date of the Letter of Award.

56.8 The Contractor shall be responsible for any deductible amounts under the policies and the payment of monies up to the deductible amount made in a satisfaction of a claim shall be borne by the Contractor.

56.9 The Contractor shall be responsible for providing such additional insurance as may be required to protect the insured against loss on items excluded from the policies referred to in the Contract. The provisions of the insurance coverage requirements contained in the Contract are not intended to cover all of the Contractor’s obligations under GC 41 INDEMNIFICATION. Any additional risk management measures or additional insurance coverages the Contractor may deem necessary to fulfill the Contractor’s obligations under GC 41 shall be at the Contractor’s discretion and expense.

GC 57 BONDS

57.1 The Owner shall have the right, during the period stated in the tender documents for acceptance of the tender, to require the Contractor to provide and maintain in good standing until the fulfillment of the Contract, bonds covering the faithful performance of the Contract including the requirements of the Warranty provided for in GC 13 - WARRANTY, and the payment of all obligations arising under the Contract.

57.2 All such bonds shall be issued by a duly incorporated surety company approved by the Owner and authorized to transact a business of suretyship in the Province of Newfoundland and Labrador.

57.3 Unless stated elsewhere in the Contract Documents, the Contractor is required to provide, as a minimum, a 50% Labour and Materials Bond and a 50% Performance Bond. The costs attributable to providing such bonds shall be and are deemed to be included in the tender price.

57.4 Should the Owner require the provision of additional bond or bonds by the Contractor other than those provided for under GC 57.3 or requested in the tender period, the Contract Price shall be increased by all costs attributable to providing such bonds.
57.5  The Contractor shall promptly provide the Owner with any bonds that are required in accordance with the Contract.

57.6  The Contractor shall notify the bonding company of all changes to the Work and Contract Documents with a copy to the Project Manager.

GC58  CLAIMS AGAINST, AND OBLIGATIONS OF, THE CONTRACTOR

58.1  The Owner may, in order to discharge lawful obligations of and satisfy lawful claims against the Contractor by a Sub-Contractor, with whom the Contractor has a direct contract, for Works rendered to, or on behalf of, the Contractor, pay an amount from money that is due and payable to the Contractor directly to the claimant Sub-Contractor.

58.2  For the purposes of GC58.1 a claim shall be considered lawful when it is so determined

a)  by a court of legal jurisdiction, or

b)  by an arbitrator duly appointed to arbitrate the said claim, or

c)  by a written notice delivered to the Owner and signed by the Contractor authorizing payment of the said claim or claims.

58.3  A payment made pursuant to subsection 1 is, to the extent of the payment, a discharge of the Owner’s liability to the Contractor under the Agreement and will be deducted from any amount payable to the Contractor under the Agreement.

58.4  GC58.1 shall only apply to claims and obligations

a)  the notification of which has set forth the amount claimed to be owing and a full description of the Services or a part of the Services for which the claimant has not been paid. The notification must be received by the Owner in writing before the final payment is made to the Contractor and within one hundred twenty (120) days of the date on which the claimant

   i.  should have been paid in full under the claimant’s Agreement with the Contractor where the claim is for an amount that was lawfully required to be held back from the claimant; or

   ii. performed the last of the Work pursuant to the claimant’s Agreement with the Contractor where the claim is not for an amount referred to in (i) above, and

b)  the proceedings to determine the right to payment of which shall have commenced within one year from the date that the notification referred to in GC58.4.(a) was received by the Owner.

58.5  The Owner may, upon receipt of a notification of claim referred to in GC58.4.(a), withhold from any amount that is due and payable to the Contractor pursuant to the Agreement the full amount of the claim or any portion thereof.

58.6  The Owner shall notify the Contractor in writing of receipt of any notification of claim and of the intention of the Client to withhold funds pursuant to GC58.5. The Contractor may, at any time thereafter and until payment is made to the claimant, post with the Owner, security in a form acceptable to the Owner in an amount equal to the value of the said claim. Upon receipt of such security the Owner shall release to the Contractor any funds which would be otherwise payable to the Contractor, that were withheld pursuant to the provision of GC58.5.

58.7  The Contractor shall discharge all lawful obligations and shall satisfy all lawful claims against the Contractor for Services rendered to, or on behalf of, the Contractor in respect of the Agreement at least as often as the Agreement requires the Owner to discharge its obligations to the Contractor.
CERTIFICATE OF INSURANCE

DESCRIPTION & LOCATION OF WORK: Carmelite House Re-Roofing 2017 - Botwood, NL

PROJECT NO: EECL # 17-040
Tender # 2017-27

AWARD DATE: VALUE $:

INSURER:
ADDRESS:

BROKER:
ADDRESS:

INSURED NAME OF CONTRACTOR:
ADDRESS:

ADDITIONAL INSURED (Excluding Automobile Liability Policy)
- The OWNER: Central Regional Integrated Health Authority
- The Occupant/Operator of the Property
- Project Consultants of the OWNER (excluding professional liabilities)

This document certifies that the following policies of insurance and indicated coverage are at present in force subject to the terms, conditions and exclusions as contained therein covering the operations of the insured in connection with the above noted contract made between the named insured and the Owner.

<table>
<thead>
<tr>
<th>POLICY TYPE</th>
<th>NUMBER</th>
<th>INCEPTION DATE</th>
<th>EXPIRY DATE Y/M/D</th>
<th>LIMITS OF LIABILITY</th>
</tr>
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<tbody>
<tr>
<td>1.1 COMMERCIAL GENERAL LIABILITY or 1.2 WRAP-UP LIABILITY (Including where indicated)</td>
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<td></td>
<td></td>
<td>$2,000,000 Minimum</td>
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<td>A. BLASTING</td>
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<td>B. PILE DRIVING OR CAISSON WORK</td>
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<td>C. REMOVAL OR WEAKENING OF SUPPORT</td>
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<tr>
<td>2A. BUILDERS' RISK &quot;BROAD FORM&quot; or 2B. INSTALLATION FLOATER &quot;BROAD FORM&quot; or 2C. PIERS, WHARVES, &amp; DOCKS RIDER</td>
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<td></td>
<td>100% Contract Value if Exceeds $25,000</td>
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<tr>
<td>3. AUTOMOBILE LIABILITY INSURANCE</td>
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<td></td>
<td>$2,000,000 Minimum</td>
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<tr>
<td>4. AIRCRAFT and/or WATER CRAFT LIABILITY INSURANCE</td>
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<td></td>
<td>Not required</td>
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<tr>
<td>5. ENVIRONMENTAL IMPAIRMENT LIABILITY</td>
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<td></td>
<td>Not required</td>
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<tr>
<td>6. SHIPBUILDER'S or SHIP REPAIRER'S LIABILITY INSURANCE</td>
<td></td>
<td></td>
<td></td>
<td>Not required</td>
</tr>
<tr>
<td>7. HULL &amp; MACHINERY INSURANCE, and PROTECTION &amp; INDEMNITY Insurance including 4/4th COLLISION LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>Not required</td>
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</table>

The Insurer agrees to notify the Owner, as defined above, in writing, thirty (30) days prior to cancellation, termination or material change of any policy.

NAME OF INSURER'S OFFICER or AUTHORIZED REPRESENTATIVE: SIGNATURE:

Date:

Tele.:

Email:

Issuance of this certificate shall not limit or restrict the right of the Owner to request at any time duplicate certified copies of said insurance policies.
OATH / AFFIRMATION OF CONFIDENTIALITY

This Oath / Affirmation of Confidentiality encompasses personal and / or personal health information of the client, employee and business information of Central Health. As an employee, health care professional/provider, trustee, student, volunteer, contractor or any other affiliated individual engaged by Central Health, we have a legal and ethical obligation to ensure that information to which we have access is kept private and confidential. It is understood that this access will be gained only through appropriate authorization and be used only for the purpose for which the access was granted. All information must be protected to ensure maintenance of full confidentiality and privacy.

Central Health employees and agents may have disclosure and/or advocacy obligations arising from professional standards, regulations and concerns regarding safety of clients and services delivered. Central Health acknowledges the responsibility of health care professionals and organizations for appropriate disclosure to the public. It is the expectation of Central Health that any concerns/issues initially be brought forward to Central Health for resolution.

I, ____________________________, of ____________________________, solemnly
(Print name) (City / Town, Province of residence)

Swear / affirm the following:

1. I have reviewed and will adhere to the content of Central Health’s policy on Confidentiality, including responsibilities regarding confidential information obtained during the course of services provided to Central Health.

2. I have been informed on how to access policies and procedures of Central Health as they relate to the Newfoundland and Labrador Personal Health Information Act and other relevant regulations, and I understand my role and obligations under same.

3. I understand that it is my duty to adhere to the provisions of the Newfoundland and Labrador Personal Health Information Act; Access to Information and Protection of Privacy Act, all other relevant legislation and regulations, policies, professional practice standards (where applicable), and agree to same.

4. I understand that all personal / personal health / business information, to which I have access is confidential, and is not to be discussed, disclosed or communicated to anyone who is not authorized to know the information, in any manner and at anytime, as in accordance with Central Health’s policies and procedures regarding same.

5. I will not access or use personal / personal health / business information, except as it is necessary to perform my duties and / or as I am authorized to do so by Central Health.

6. I will not allow any unauthorized person to access personal / personal health information or business information.
7. I will immediately report any breaches of privacy and / or confidentiality to my immediate manager/director/senior management.

8. I understand that it is my responsibility to secure information to which I have access in accordance with the policies and procedures of Central Health governing the security of information.

9. I understand that if I have questions or concerns respecting access, use or disclosure of personal / personal health / business information, I am responsible for addressing those questions or concerns with my immediate manager/director/senior management.

10. Should I inadvertently breach any of the provisions of Central Health's policies regarding the access, use or disclosure of personal / personal health / business information, or cause a security breach which could lead to improper disclosure of information held by Central Health or improper access by others to information held by Central Health, I understand that a record of this breach will be maintained by Central Health and that I may be required to undertake additional privacy and security education.

11. Should I willfully breach any of the provisions of Central Health's policies respecting the access, use or disclosure of personal / personal health / business information or cause a security breach which could lead to improper disclosure of information held by Central Health or improper access by others to information held by Central Health, I understand that I may face disciplinary action, up to and including termination of my employment / contract for service.

12. I understand that this Oath / Affirmation of Confidentiality survive the termination of my employment / engagement with Central Health and that I may be fined and / or face civil penalties should I breach this Oath / Affirmation of Confidentiality even after my employment / engagement with Central Health has ended.

13. I understand that this Oath / Affirmation of Confidentiality will be retained as part of my personnel file.

Sworn / Affirmed at ____________________________, this ______ day of ____________, 20_____, before me.

__________________________________________  _________________________________________
Signature  Signature - Commissioner of Oaths/Notary Public

__________________________________________  _________________________________________
Print Name  Print Name

Revised June 2011
POLICY

Central Health has a legal and ethical responsibility to safeguard the confidentiality of information, in any form, that is in the custody or control of the organization and the privacy of the individual who is the subject of that information. Central Health is accountable to ensure all of its health care professionals/providers, employees, trustees, students, volunteers, contractors and any other affiliated individuals are aware of and bound by the organization’s duty to maintain confidentiality.

Central Health considers the following information confidential:

- Personal information / personal health information of clients and their families, in any form,
- Personal information, employment information and compensation information of health care professionals/providers, employees, trustees, students, volunteers and contractors,
- Business information with respect to the operations of Central Health that is not publicly disclosed by the organization.

PROCEDURE

All Health Care Professionals/Providers, Employees, Trustees, Students, Volunteers, Contractors and any other affiliated individuals must:

1. Familiarize themselves with the organization’s policies and procedures with respect to the collection, use, disclosure, storage, and destruction of confidential information.

2. Collect, access, and use personal health information only as authorized and required to provide care/services and perform the duties to which they have been assigned.

3. Share, copy, transmit, disclose, or otherwise release confidential information only as authorized and required to provide care or perform assigned duties. (Please also refer to Release of Information policies).
4. Ensure adherence to technological, physical and administrative safeguards to ensure privacy and confidentiality of information. (Please refer to E-mail policy and Faxing policy).

5. Review applicable program/department specific information, policies and procedures that relate to confidentiality.

6. Consult one’s manager/director/senior leader and/or privacy manager regarding confidentiality issues or inquiries.

7. Report to one’s manager/director/senior leader or privacy manager any suspected breaches of confidentiality or any practices where they believe that confidential information within the organization is at risk.

8. Continue to respect and maintain the terms of the Oath / Affirmation of Confidentiality both during and after the course of services provided to Central Health as the confidentiality agreement survives the termination of employment / engagement with Central Health.

Any misuse, inappropriate disclosure, inappropriate access, or failure to safeguard information will be subject to disciplinary action as per Human Resources policy.

All breaches of confidentiality are treated as an occurrence in accordance with the Occurrence Reporting policy and an Occurrence Report form must be completed.

All Employees, Managers/Directors/Senior Leaders must:

1. At the commencement of employment, contract or service provision with Central Health, ensure that the individual:
   a) Reviews this policy and signs an Oath / Affirmation of Confidentiality form to be retained on the individual’s personnel file;
   b) Completes a Privacy/Confidentiality education session offered by the organization;
   c) Reviews applicable program/department specific information policies and procedures that relate to privacy and confidentiality.

2. On an ongoing basis:
   a) Address any confidentiality concerns and potential privacy breaches with the individual. (Refer to Privacy Breach Policy).
b) Identify and refer any individual for further information/education on privacy and confidentiality, as deemed appropriate, through the Professional Development and Continuing Education and/or Health Information Management and Privacy Departments.

c) Submit to Professional Development and Continuing Education the names of employees who have received additional information/education on privacy and confidentiality for monitoring and tracking purposes.

3. On an annual basis:

a) Review this policy with the employee during completion of annual Employee Performance Appraisal.

Health Care Professionals/Providers Not Employed by Central Health (though providing health care services through Central Health facilities) must:

1. At the commencement of contract or service provision within Central Health:

a) Review this policy and sign an Oath / Affirmation of Confidentiality form to be retained on the individual’s applicable service contract file.

b) Complete a Privacy/Confidentiality education session offered by the organization to ensure awareness of duties and compliance with legislation and information practices, policies and procedures of Central Health.

c) Enter into a written agreement with Central Health to ensure the protection of personal health information against unauthorized collection, access, use, disclosure, disposition, loss or modification in accordance with Central Health policies and procedures.

d) Review applicable program/department specific information policies and procedures that relate to privacy and confidentiality.

All affiliates (Trustees, Volunteers, Pastoral Care, Students) of Central Health must:

1. At the commencement of service provision within Central Health:

a) Review this policy and sign an Oath / Affirmation of Confidentiality form to be retained on the specific department/program file.

b) Review Central Health information/learning resources regarding the duties imposed by the Personal Health Information Act and the regulations.
c) Review applicable program/department specific information policies and procedures that relate to privacy and confidentiality.

**All Other Affiliates (Vendors, Contractors) of Central Health must:**

1. **At the commencement of contract or service provision within Central Health:**
   
a) Review this policy and sign an Oath / Affirmation of Confidentiality form to be retained by Central Health as part of the service contract.

   b) Review Central Health information/learning resources regarding the duties imposed by the *Personal Health Information Act* and the regulations, as well as of the information policies and procedures of Central Health relating to same. (See Awareness of Obligations Policy).

   c) Enter into a written and binding service agreement contract with Central Health which ensures the protection of personal health information against unauthorized access, use, disclosure, disposition, loss or modification in accordance with Central Health policies and procedures.

**DEFINITIONS**

<table>
<thead>
<tr>
<th><strong>Affiliates</strong></th>
<th>Individuals who are not employed by Central Health, but perform specific tasks at or for the organization, including, but not limited to, trustees, students, volunteers, pastoral care, researchers, contractors, vendors and individuals working at the organization, but funded through an external source.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Collect</strong></td>
<td>To gather, acquire, receive, or obtain the information by any means from any source and collection as a corresponding meaning.</td>
</tr>
</tbody>
</table>
| **Confidential Business Information** | Information with respect to Central Health’s business that is not publicly disclosed by the organization. Employees / affiliates may come in contact with such information that is not generally known to the public as they perform their duties. Examples include:  
  - legal matters involving the organization that are not public knowledge,  
  - financial information that is not available in Central Health’s annual report,  
  - contractual agreements with vendors, consultants, contractors, and third parties (The confidentiality of this information may be written into the contract, e.g. non- |
<p>| <strong>Disclose</strong> | To make the information available or to release it but does not include a use of the information and “disclosure” as a corresponding meaning |
| <strong>Health Care Professional</strong> | A person, including a corporation, that is licensed or registered to provide health care by a body authorized to regulate a health care professional under one of the following enumerated Acts but does not include an employee of a health care profession when acting in the course of his or her employment: |
| <strong>Health Care Provider</strong> | A person, other than a health care professional, who is paid by MCP, another insurer or person, whether directly or indirectly or in whole or in part, to provide health care services to an individual |
| <strong>Personal Health Information</strong> | Identifying information in oral or recorded form about an individual that relates to: |
|  | • information concerning the physical or mental health of the individual, including information respecting the individual’s health care status and history and the health history of the individual’s family; |
|  | • the provision of health care to the individual, including information respecting the person providing the health care; |</p>
<table>
<thead>
<tr>
<th>Personal Information</th>
<th>Recorded information about an identifiable individual including:</th>
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<tbody>
<tr>
<td></td>
<td>• the individual’s name, address, or telephone number,</td>
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<td></td>
<td>• the individual's race, national or ethnic origin, color, or</td>
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<td></td>
<td>religious or political beliefs or associations,</td>
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<td>• the individual's age, sex, sexual orientation, marital</td>
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<td>status or family status,</td>
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<td>• an identifying number, symbol or other particular assigned</td>
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<td>to the individual,</td>
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<td>• the individual’s fingerprints, blood type or inheritable</td>
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<td>characteristics,</td>
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<td></td>
<td>• information about the individual’s health care status or</td>
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<td>history, including a physical or mental disability,</td>
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<tr>
<td></td>
<td>• information about the individual’s educational, financial,</td>
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<tr>
<td></td>
<td>criminal, or employment status or history,</td>
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<tr>
<td></td>
<td>• the opinions of a person about the individual, and</td>
</tr>
<tr>
<td></td>
<td>• the individual’s personal views or opinions.</td>
</tr>
</tbody>
</table>

| Use | To handle or deal with the information or to apply the information for a purpose and includes reproducing the information, but does not include disclosing the information. |
REFERENCES


Province of Newfoundland and Labrador, Personal Health Information Act, SNL 2008, c. P-7.01. s.2, 5, 13, 14, 22

October, 2011

Re: Letter of Notification – Vendor/Contractor requirements under the Personal Health Information Act

Central Health is committed to respecting privacy and safeguarding confidential information in its custody and control in accordance with legislation, public expectations of privacy and accepted fair information practices. Central Health considers personal / personal health / business information not otherwise publically available confidential and has an obligation to protect all forms of this information.

As a custodian under the Personal Health Information Act (PHIA) Central Health must ensure all vendor/contractors having purposeful or incidental access to personal health information comply with the Act and regulations. Specifically, Central Health must ensure all contractors and vendors comply with the following legislative requirements:

- Take an Oath/Affirmation of Confidentiality or sign an Information Sharing Agreement depending on defined role under the Act;
- Are aware of the duties imposed by the Act and the regulations;
- Comply with the Act and the regulations; and
- Comply with Central Health’s information policies and procedures in the protection of personal / personal health/ business information respecting the manner of collection, storage, transfer, copying, modification, use and disposition of information whether within or outside the province.

Enclosed please find a copy of Central Health’s Confidentiality policy and Vendor/Contractors Informational Pamphlet for your review.

Also find enclosed a Vendor/Contractor Oath/Affirmation of Confidentiality or Information Sharing Agreement for review and signing on behalf of your company, its employees, subcontractors and all other affiliates individuals.

The signed and witnessed Oath/Affirmation of Confidentiality or Information Sharing Agreement, as applicable, must be returned to the address indicated below.
upon commencement of your contract with Central Health and will be retained as part of your vendor/contractor profile as mandated by legislation. Thank you for your consideration and anticipated cooperation with this directive. Any inquiries may be directed to Health Information Management & Privacy at privacy@centralhealth.nl.ca

Respectfully

Tracey Steele
Regional Privacy Analyst
Health Information Management and Privacy
BASIC PRIVACY TIPS...

- After your engagement with Central Health has ended, all confidential information is still considered private and confidential and must not be disclosed (shared).
- Adhere to Central Health’s policies and standards as they relate to privacy and confidentiality.
- Adhere to the Access to Information and Protection of Privacy Act and the Personal Health Information Act and other relevant legislative provisions on privacy and security.

WHO CAN I CONTACT AT CENTRAL HEALTH?

If you have any questions about privacy practices at Central Health please contact us at (709) 256-5743 or email at privacy@centralhealth.nl.ca

ADDITIONAL RESOURCES...

This brochure provides a basic overview of your privacy obligations as well as your obligations under the Personal Health Information Act (PHIA). This brochure does not constitute a legal direction or advice. For interpretation and/or guidance you are advised to consult with the Act and/or speak with your legal representative.

For more information please review Central Health’s privacy/confidentially policies on the website at: www.centralhealth.nl.ca
or visit the following link: www.health.gov.nl.ca/health/PHIA/

BASIC PRIVACY TIPS...

- Access confidential information only as needed to perform your duties.
- Do not share or discuss any client, employee or business information to any person within or outside of Central Health except as may be required in the course of your duties or as required by law.
- Do not discuss client or confidential information in public places.
- If you have any questions on what is considered as confidential information, contact Central Health’s privacy contact person.
- If you find any confidential information in a public area within Central Health, contact Central Health’s privacy contact person.
- If you become exposed to confidential information during your service to Central Health, you have an obligation to keep this information private and confidential.
- If you overhear confidential information between Central Health employees and/or health care professionals, or clients, etc., please ensure that this information is kept private and confidential.
- Keep client and/or other confidential information secure at all times.

DISCLAIMER: This brochure provides general information only and is not legal advice regarding all rights and obligations under Newfoundland and Labrador’s privacy law.
CH - HIP 003
What is the Personal Health Information Act?

The Personal Health Information Act (PHIA) is a health-sector specific privacy law, proclaimed on April 1, 2011, that establishes rules for the collection, use and disclosure (sharing) of personal health information in both the public and private sectors. PHIA also sets out the rights of individuals of Newfoundland and Labrador regarding obtaining access to and correction of their personal health information.

Personal health information includes information (oral and recorded) that can be used to identify an individual. This can include their name, address, health care number, as well as any information relating to the physical or mental health of an individual and/or care provided to them (i.e., test results, family health history, treatment records, registration information, etc.).

PHIA recognizes that people expect their health information to be kept private and confidential and that it should not be collected, used or disclosed (shared) for purposes not related to their care and treatment unless by consent or otherwise required by law.

Why is this important to me?

Whatever your role is within Central Health, it is important to understand your responsibilities and obligations related to PHIA, as well as Central Health’s policies and procedures regarding privacy, confidentiality and security of confidential information. Central Health may engage the services of contractors and vendors to support their operations. Under certain circumstances, these contractors and vendors may need to access, use or disclose (share) personal information, personal health information or business information of Central Health. In these instances, such access, use and disclosure (sharing) is restricted to what is needed to achieve the specific purpose that has been identified. In completing your duties, you may also inadvertently or unintentionally become exposed to confidential information (i.e.: observe a client’s presence in one of our facilities or unintentionally overhear a conversation that relates to confidential information). Regardless of how confidential information is obtained, all contractors, vendors and other affiliated individual with Central Health have an obligation to ensure that information to which they have access is kept private and confidential. When you access, use or disclose (share) confidential information other than what is necessary for the purpose of the contract or service provisions with Central Health, this is considered a privacy breach.

What are your responsibilities?

At commencement of contract or service provisions with Central Health, all contractors and vendors are required to review Central Health’s policies on privacy and confidentiality, sign an Information Sharing Agreement or Oath / Affirmation of Confidentiality and adhere to the statements contained therein. The Oath/Affirmation must be witnessed by a designated official such as a Commissioner of Oaths or a Notary Public. For this purpose there are Commissioners of Oaths designated at sites throughout Central Health.

As well it is important that all contractors and vendors ensure they are aware of their duties and compliance with legislation and information practices. It is the responsibility of all contractors and vendors to review all informational materials and policies related to PHIA, privacy and confidentiality as they are provided or referred to, while adhering to all related legislation and polices. It is your responsibility to be informed of Central Health’s expectations on privacy and confidentiality.

Privacy Breaches

At Central Health, privacy breaches are taken very seriously. The unauthorized collection, use or disclosure (sharing) of personal health, employee or business information is considered a privacy breach. Examples of a privacy breach are:

- Intentional access, use and/or viewing of personal health information or confidential information that is
Appendix A: Nicotine Replacement Therapy Subsidy Program Guidelines

- Central Health will provide for a **one time subsidy of 80%** of the cost of Nicotine Replacement Therapy (NRT). NRT will be dispensed through the pharmacies at Central Health and will include nicotine gum, nicotine patches and nicotine lozenges.

- NRT will be provided through the Central Health pharmacies at a significantly lower cost than retail pharmacies.

- Employees must discuss smoking cessation with their physician or nurse practitioner and have a prescription for NRT. Employees who are unable to obtain a prescription should contact the Occupational Health Nurse at their nearest facility (JPMRHC @ 256-5709 or CNRHC @ 292-2641).

- Employees should bring their prescription to the Central Health pharmacy in their nearest health facility. At that time the employee will be asked to sign a contract stating they agree to pay 20% of the cost of the NRT once they have completed the course of treatment.

- Employees with a prescription for NRT in regional locations with no in house pharmacy should fax a signed contract (available on the intranet), along with their prescription to their Regional Pharmacy (JPMRHC @ 256-5737 or CNRHC @ 292-2253).

- If an employee does not complete a full course of treatment, they may chose to pay for the total cost of the NRT already dispensed and reserve the right to obtain NRT through the subsidy program at a later date.

- Once the contract has been signed, the pharmacy will automate a referral to the Smoker’s Helpline and dispense the NRT at your site via their regular route for medications.

- Employees must be enrolled in one of the available group cessation programs offered by Central Health. If for some reason an employee is unable to attend a group, ex: group not available at work site, scheduling conflicts, participation in the Smokers’ Helpline program is required.

- Smoking cessation group programs will be offered based on demand throughout the region and will be available to all Central Health employees and their family members.

- Employees will be encouraged and supported to attend group programs in all possible ways, i.e.: lunch time sessions, flexing schedules, other alternatives subject to operational requirements.
Appendix B: Subsidized Nicotine Replacement Therapy Contract

I ______________________________ agree to voluntarily participate in a Nicotine Replacement Therapy plan as prescribed by my doctor/nurse practitioner and dispensed through Central Health. At the end of the program, the total cost of the replacements will be tabulated. I understand that Central Health will cover 80% of the total cost (one time only).

Payment for the remainder of the cost (20%) will be my responsibility and will be paid in full or arranged through payroll deduction at the end or termination of the plan.

If at any point I chose to discontinue my therapy prior to completion, it is my responsibility to notify the pharmacy and arrange payment.

I also agree to a Smoker’s Helpline referral as part of my program.

Signed: ____________________________ Date: ____________________________

Phone#: ____________________________

Witness: ____________________________
PURPOSE

Central Health is committed to providing a smoke-free environment for its clients, employees, physicians, visitors, volunteers, general public and others by:

- offering tobacco cessation counseling and referral,
- protecting all people from tobacco smoke on Central Health property,
- supporting our communities in adopting healthy lifestyles,
- providing leadership in tobacco reduction initiatives.

POLICY

Smoking is not permitted in or on all Central Health owned or operated premises and facilities including the interior, exterior grounds and parking lots. Smoke free grounds will be clearly indicated by appropriate signage.

All clients, residents, employees, physicians, visitors, volunteers, general public and others must comply with the smoke free policy.

All clients, residents, employees, physicians, visitors, volunteers, general public and others have a shared responsibility for supporting the smoke free policy.

The smoke free policy applies to the following categories of Central Health owned and/or operated facilities/sites:

- Health Centres
- Community Health Centres
- Long Term Care Facilities
- Office Buildings
- Parking lots and vehicles parked on Central Health property
- All Central Health outbuildings such as sheds, workshops, etc.
- Accommodations (Staff and Physicians):
  i. Transient (< 3 months) accommodations
  ii. Accommodations physically attached to health facilities
iii. Multi unit accommodations  
iv. Single unit accommodations. Smoking is not permitted indoors but tenants are not required to go off the property.

- Vehicles owned, operated or leased by Central Health no matter where they are located.

Exemptions:

- Buildings currently not owned or operated by Central Health such as leased space, which may have multiple tenants, and the landlord cannot provide a smoke free property because of other lease requirements. **N.B. For any future lease agreements entered into on behalf of Central Health, facilities staff must ensure that the building meets the Smoke Free Environments Act 2005 and must provide smoke free properties.**

PROCEDURE

A. **Clients / Patients / Residents:**

**Inpatients**

1. Admission booklets and admission notification letters will outline the smoke free policy.
2. Inpatient nursing staff must advise all patients on admission of the smoke free policy and their obligation under the policy on admission. This discussion must be documented in the inpatient health record.
3. Inpatient nursing staff must screen all patients for tobacco use upon admission. Tobacco use must be documented in the inpatient health record or physician’s progress note.
4. Inpatient staff must provide a supportive environment to inpatients who smoke during their involuntary tobacco abstinence, including referral to smoking cessation programs and nicotine replacement as prescribed by the physician/clinician if appropriate.
5. Inpatients who wish to leave the premises or grounds to smoke do so at their own risk. Employees must not facilitate inpatient smoking. For example, employees must not escort the patient to the property perimeter so that the patient can smoke.
6. As appropriate, inpatient staff will refer patients for smoking cessation support in keeping with the *Smoking Cessation Support: Community Action and Referral Effort (CARE)*.
Ambulatory Clients

1. All ambulatory clients will be advised / reminded of the smoke free policy when making their appointment and on all appointment letters.
2. Staff interacting with ambulatory clients must advise all clients of the smoke free policy and their obligations under the policy upon registration or initial visit. This discussion must be documented on the health record.
3. Ambulatory clients who wish to leave the premises or grounds to smoke do so at their own risk.
4. As appropriate, ambulatory client staff will refer patients for smoking cessation support in keeping with the Smoking Cessation Support: Community Action and Referral Effort (CARE).

Long Term Care (LTC) Residents

1. During the assessment for placement, Continuing Care staff must advise all new applicants of the smoke free policy and their obligations upon admission to LTC.
2. Effective September 1, 2008, no new residents will be permitted to smoke in LTC facilities.
3. Current LTC residents who smoke will be grandfathered in indefinitely.
4. Residents who smoke will be encouraged to quit. A supportive environment including referral to smoking cessation programs and access to appropriate prescribed nicotine replacement therapies will be provided.
5. LTC residents who wish to leave the premises or grounds to smoke do so at their own risk. Employees must not facilitate resident smoking. For example, employees must not escort the resident to the property perimeter so that the resident can smoke.

Cottages

1. Effective January 21, 2009, no new occupants will be permitted to smoke in the cottages owned or operated by Central Health.
2. Current occupants who smoke will be grandfathered in indefinitely.
3. Occupants who smoke will be encouraged to quit. A supportive environment including referral to smoking cessation programs and access to appropriate prescribed nicotine replacement therapies will be provided.
4. Occupants are not permitted to smoke on Central Health grounds, including vehicles on Central Health grounds. Any smoking must occur within the cottage occupied by the smoker.

Home Based Clients

1. The smoke free policy will be communicated to the client prior to a visit from the Central Health employee.
2. Clients and others in the home are requested to refrain from smoking one hour prior to and during the visit from the Central Health employee. If the client should choose not to comply with the policy, alternate service options will be explored if it does not result in a risk to the clients’ health.

3. In cases where it is determined that the imminent threat to the client is greater than that to the employee, service may be provided and appropriate documentation completed. This is also the case for unannounced or unscheduled home visits.

4. As appropriate, community staff will refer patients for smoking cessation support in keeping with the *Smoking Cessation Support: Community Action and Referral Effort (CARE)*.

**B. Employees, Physicians, Students and Volunteers**

**Human Resources**

1. A comprehensive workplace smoking cessation program will be offered to all employees and physicians. The program will include self-help materials, referral to the Smokers Help Line, access to an adult smoking cessation group program at no cost to the employee and subsidized nicotine replacement therapy (NRT).

2. Nicotine replacement therapy subsidization – 80 % subsidy for one course of NRT for each employee who smokes including permanent full time, permanent part time and temporary employees, provided that the employee has enrolled in a smoking cessation program and has discussed the use of replacement therapy with their health care provider. See Appendices A and B.

3. Subject to operational requirements, employees who smoke will be permitted to attend smoking cessation group classes on work time.

4. Family members of employees shall have access to the smoking cessation group classes at no charge.

5. All recruitment material and letters of appointment will refer to the smoke free policy.

**Employee Wellness**

1. The Employee Health Program will include:
   a. Assessment for tobacco use and referral to the workplace smoking cessation program.
   b. Information on smoking will be collected during the pre-employment health screen and smokers will be referred to appropriate resources.

2. Information on the smoke free policy will be included at all orientation sessions for employees.

3. The employee smoking cessation group program will be delivered as a regular component of the employee wellness program.
Volunteers

1. Volunteers will be eligible to participate in the employee smoking cessation group program.
2. Information on the smoke free policy will be included at all orientation sessions for volunteers.

C. Compliance, Monitoring and Enforcement

1. All clients, residents, employees, visitors, volunteers, general public and others have a shared responsibility for supporting and complying with the smoke free policy.
2. Central Health managers are responsible to be champions for compliance and support of the policy. Managers will address all infractions or concerns regarding the policy.
3. Effective July 2009, security staff or a person with a “Badge of Authority” will provide secondary assistance if initial contact does not resolve the issue.
4. At sites where security services are not provided, site management will monitor and enforce the policy.
5. Employees who do not comply with the policy will be subject to Central Health’s progressive discipline.
6. Others who do not comply with the policy will be subject to normal guidelines of appropriate behavior.

D. Compliments and Complaints

1. All compliments and complaints regarding the smoke free policy and its implementation will be received from patients and other members of the public through the existing complaints process.
2. Compliments and complaints from employees should go through their immediate supervisor.
3. Supervisors must document all compliments and complaints with respect to this policy from employees through the existing compliments and complaints process.

RELATED POLICIES/GUIDELINES

- Clients Compliments and Complaints
- Progressive Discipline
DEFINITIONS

Manager: Refers to supervisor or immediate designate who would be involved in the day-to-day operations of the department.

Badge of Authority: Refers to management personnel with progressively increasing authority such as a director, Director of Health Services, Director of or Chief Operating Officer, or Central Health security personnel.

REFERENCES

Smoke Free Environment Act 2005

APPROVED BY:
(R)
(r)

APPROVAL DATE:
Appendix A: Nicotine Replacement Therapy Subsidy Program Guidelines

- Central Health will provide for a **one time subsidy of 80%** of the cost of Nicotine Replacement Therapy (NRT). NRT will be dispensed through the pharmacies at Central Health and will include nicotine gum, nicotine patches and nicotine lozenges.

- NRT will be provided through the Central Health pharmacies at a significantly lower cost than retail pharmacies.

- Employees must discuss smoking cessation with their physician or nurse practitioner and have a prescription for NRT. Employees who are unable to obtain a prescription should contact the Occupational Health Nurse at their nearest facility (JPMRHC @ 256-5709 or CNRHC @ 292-2641).

- Employees should bring their prescription to the Central Health pharmacy in their nearest health facility. At that time the employee will be asked to sign a contract stating they agree to pay 20% of the cost of the NRT once they have completed the course of treatment.

- Employees with a prescription for NRT in regional locations with no in house pharmacy should fax a signed contract (available on the intranet), along with their prescription to their Regional Pharmacy (JPMRHC @ 256-5737 or CNRHC @ 292-2253).

- If an employee does not complete a full course of treatment, they may chose to pay for the total cost of the NRT already dispensed and reserve the right to obtain NRT through the subsidy program at a later date.

- Once the contract has been signed, the pharmacy will automate a referral to the Smoker’s Helpline and dispense the NRT at your site via their regular route for medications.

- Employees must be enrolled in one of the available group cessation programs offered by Central Health. If for some reason an employee is unable to attend a group, ex: group not available at work site, scheduling conflicts, participation in the Smokers’ Helpline program is required.

- Smoking cessation group programs will be offered based on demand throughout the region and will be available to all Central Health employees and their family members.

- Employees will be encouraged and supported to attend group programs in all possible ways, i.e.: lunch time sessions, flexing schedules, other alternatives subject to operational requirements.
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Payment for the remainder of the cost (20%) will be my responsibility and will be paid in full or arranged through payroll deduction at the end or termination of the plan.

If at any point I chose to discontinue my therapy prior to completion, it is my responsibility to notify the pharmacy and arrange payment.

I also agree to a Smoker’s Helpline referral as part of my program.

Signed: ___________________________  Date: ___________________________

Phone#: ___________________________

Witness: ___________________________
Contractor’s Safety Program
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Introduction

This document provides information, procedures and work practices for the implementation and maintenance of the contractor safety program. It is an active document intended for all facilities owned and operated by Central Health.

The contractor safety program is a system to ensure that Central Health, contractors, subcontractors and vendors work together to ensure that contract activities are conducted efficiently and safely, thus achieving a healthy and safe work environment for all involved.

Central Health is committed to the health and safety of all of our employees, and expects the same commitment by each contractor to its own employees.

See Appendix A - Contractor Safety Policy

Central Health has developed this program for use by all contractors who perform work or provide services on Central Health’s premises. Contractors include all on site contractors, subcontractors and vendors. Outside carriers, delivery and pickup personnel are generally not required to complete the Contractor Safety Program requirements unless the scope of the service that they provide will go beyond the routine delivery/pickup of commodities at approved points in Central Health. Professional consultants generally are not required to complete the Contractor Safety Program requirements, unless the scope of the service that they provide will impose health and safety hazards.

This program may not cover all of the site-specific or even project-specific health and safety issues that may arise. This program is by no means meant to be all inclusive of the requirements of the Occupational Health and Safety (OH&S) Act and or any other applicable regulations.
Definitions

**Contractor**: Any company, agency, or individual contracted to provide goods or services, or carry out works of any type for Central Health. Contractors may include (but are not restricted to): builders, cleaners (trauma, hazardous or toxic waste), general handymen, painters, tilers, fencers, bricklayers, carpenters, removalists, locksmiths.

**Subcontractor**: An individual or business that signs a contract to perform part or all of the obligations of another's contract.

**Vendor**: An individual or business that provides goods or services to a company and is also known as a supplier. A vendor often manufactures inventorial items and sells those items to a customer. In general, contractors provide project work, while vendors provide ongoing services. Vendors may include vending machine technicians, chemical supplier, etc.

**Qualified Coordinator**: A qualified coordinator is an individual who is knowledgeable of the work, the hazards involved and the means to control the hazards, by reason of education, training, experience or a combination thereof.

**Site Representative**: This Central Health’s personnel will be selected and delegated to oversee projects that involves contractors. They will ensure that a contractor is following the guidelines set out in the tendering documentation and following applicable OH&S requirements. These representatives can be selected based on individual facility staff structure. Examples would include director of support services, departmental managers, team leads, etc.
Roles and Responsibilities

Central Regional Health Authority

1. Have responsibility for ensuring that statutory obligations to contractors’ health and safety are met.

Materials Management Department

1. Ensure that all documentation pertaining to OH&S is included in tendering documentation. This documentation would include but not limited to the Contractor’s Safety Handbook and the Contractor’s Safety Agreement.

2. Collect OH&S (OH&S) documentation from a project and store for future reference. This documentation must be kept on file for at least 5 years.

3. Train and educate employees on their roles and responsibilities pertaining to the contractor safety process.

4. Consult with Employee Wellness/Health and Safety Division regarding additional OH&S documentation for the tendering process.

Plant Services and Maintenance Department or Designated Department

1. Responsible to oversee and implement contractor safety for an entire project once the contract is awarded. This would include enforcing applicable OH&S legislative requirements and conducting disciplinary actions to ensure compliance.

2. Assign a site representative to ensure the contractor, subcontractors and their workers comply with the tendering agreement, OH&S legislation, standards, codes, guidelines, etc.

3. Ensure that the site representative conducts a pre-project meeting and those weekly site meetings and visits are conducted and documented throughout the project.

4. Train and educate site representative in their roles and responsibilities pertaining to the contractor safety process.

5. Notify in writing to Department of Government Services – OH&S Division if the construction project will take 30 days or longer in duration.

6. Assign a qualified coordinator where a construction project has two or more contractors overlapping or adjoining work activities and there is more than five workers project before work begins.
7. Collect OH&S documentation from a project and store for future reference. This would include but not limited to safety meetings, OH&S plans, hazard assessments, safety agreement, training records, OH&S inspections/directives, disciplinary actions, etc. This documentation must be kept on file for at least five years.

**Site Representatives**

1. Avail of training and education to understand his roles and responsibilities as a site representative.

2. Conduct pre-project meeting with the contractor to review all OH&S aspects of the project. This would include reviewing existing/potential hazards and control measures. Minutes of the meeting must be recorded and forwarded to Plant Services and Maintenance Department.

3. Acknowledge the contractor, subcontractors and their workers received the Contractor Handbook and are knowledgeable with its contents.

4. Acknowledge the Contractor’s Safety Agreement has been signed and dated by the contractor, subcontractors and their workers. The site representative will ensure that this document is sent to Plant Services and Maintenance Department or designate department.

5. Ensure that the contractor, subcontractors and vendors are educated in the various emergency preparedness codes for the facility. The site representative will provide an emergency contact list for all parties involved.

6. Coordinate with the contactor work schedules and tasks to provide safe working conditions for workers and staff.

7. Ensure training records of workers are available upon request to confirm appropriate qualifications (such as asbestos, fall protection, electrical work, etc.).

8. OH&S non-compliance must be reported immediately to the site representative and must be corrected immediately. If the non-compliance continues the contractor will be required to leave the premises and will be refused re-entry until compliance is achieved. The site representative will be responsible to participate in OH&S compliance and conduct disciplinary action to ensure compliance. These processes must be documented and forwarded to Plant Services and Maintenance Department or Designated Department.

9. Report all incidents/accidents immediately to the site representative. The site representative must participate in accident/incident investigations by either taking part of the investigation process and/or reviewing completed investigation reports.
10. Report all accidents that result in a serious injury or has the potential to cause a serious injury illustrated under section 54 of the OH&S Act immediately to the Assistant Deputy Minister.

11. Provide the contractor and their employees with appropriate ID cards when working on Central Health’s property. The site representative will ensure that the ID cards are distributed, worn daily and a daily sign in and sign out process is achieved.

12. Conduct regular site meetings and visits once project work commences to ensure the contractor is following minimum OH&S legislative requirements and guidelines set out by Central Health. Both site meetings and visits must be documented.

13. Ensure that the work performed has met the tendering specifications and good cleaning practices were achieved. All equipment/material that is owned by Central Health must be recovered.


**Contractor**

1. Comply with the OH&S requirements outlined by the OH&S Legislation and of Central Health.

2. Review Contractor’s Safety Handbook and educate all contracted workers in all OH&S aspects of the project.

3. Ensure the Contractor’s Safety Agreement is signed and dated by all parties involved.

4. Participate in the pre-project meeting and regular site meetings with Central Health’s site representative and/or designate. The contactor must present the signed Contractor’s Safety Agreement to the site representative at the pre-project meeting.

5. Notify Central Health prior to a task that is likely to create a hazard to a worker of another contractor on the same project.

6. Submit written OH&S documentation/manual for the project, if requested by Central Health. At a minimum it should outline a completed hazard assessment which illustrates potential/existing hazards and control measures.

7. Coordinate with the Central Health’s representative/designates work schedules and tasks to provide safe working conditions for workers and staff.
8. Ensure workers have the appropriate qualifications to perform the work.

9. Stop work immediately if potential/existing hazards are identified and ensure corrective actions are taken. Report such incidents to the site representative immediately.

10. Conduct regular OH&S meetings with their workers and subcontractors. All contractors will be responsible to conduct at a minimum weekly safety meetings. These meetings must be documented and forwarded the site representative on a weekly basis.

11. Ensure all equipment/personal protective equipment meets legislative requirements, standards, codes, etc. and is properly used and maintained.

12. Ensure that their workers and those of subcontractors are educated as to the various emergency preparedness codes before work commences.

13. Report to the site representative and investigate any incidents and accidents that occur on the project. Ensure proper written reports are conducted.

14. Comply with any other OH&S directives deemed necessary by Central Health or other bodies to ensure legislative requirements and injury prevention.

Subcontractors

1. Have the same rights and responsibilities as a contractor (see above list).

Contractor/Subcontractor’s Employees

1. Take reasonable care to protect their personal OH&S and the safety of others on the worksite.

2. Report immediately any hazardous condition and accident/incident to their supervisor.

3. Attend and participate in safety meetings throughout a project.

4. Use all necessary safeguards & safety devices that will protect themselves and others at the worksite.

5. Wear appropriate Personal Protective Equipment (PPE) while on the worksite.

Vendor

1. Review the Contractor’s Safety Handbook and sign the Safety Agreement initially and it must be renewed annually.
2. Have the same rights and responsibilities as a contractor (see above list).

Central Health Employees:

1. Report to their manager or supervisor any contractor performing unsafe acts or OH&S regulatory non-compliance.

2. Be aware of the project environment and obey all posted signage, barricades, restricted zones, etc.

OH&S Committee/Worker Health & Safety Representative

1. Receive OH&S issues/concerns that could arise from a project and provide guidance to the parties involved.

2. Participate in activities at Central Health if deemed necessary to improve the OH&S of a project. Such activities could include getting involved in workplace inspections, accident/incident investigations, reviewing training requirements, reviewing OH&S orders, OH&S research, etc.

Employee Wellness/Health and Safety Division

1. Provide OH&S consultation services to ensure the project meets minimum legislative requirements and other guidelines set by Central Health.

2. Take part in site meetings and visits which are deemed necessary to ensure OH&S compliance and injury prevention.

3. Participate in an accident/incident investigation process to ensure corrective measures are identified, if deemed necessary.

4. Maintain the written Contractor Safety Program, reviewing, modifying and revising where needed.

5. Participate in OH&S non-compliances and disciplinary actions if deemed necessary.
Contractor Project Qualifications and Work Requirements

For a contractor to qualify for a project they must have a letter of good standing from the Workplace Health, Safety & Compensation Commission and have Certification of Recognition (COR) through the Newfoundland & Labrador Construction Safety Association. Proof of these documents will be requested in the tendering processes and at the pre-project meeting.

A contractor will be responsible to ensure that their own workers and subcontractors’ workers have the necessary skills and knowledge to perform their tasks properly and safely. If a worker is found not to have the qualifications and/or skills to perform a task safely they will be required to stop work immediately. The contractor either must ensure the worker has the necessary skills before recommencing work or replace the worker with an individual who has the qualifications and skills.

Central Health has the right to review the status during a project and will have the authority to suspend and/or cancel a contractor from a project if the statuses are not maintained.
Contractor Occupational Health and Safety Plan

Plant Services and Maintenance Department, in its tendering process and/or before the project commences, may request the contractor to develop and implement a health and safety plan. This detailed plan will highlight all aspects of OH&S and will consider and respond to the specific OH&S hazards and issues relevant to the project and will document the systems and methods to be implemented to reduce/eliminate the hazards.

Central Health may also request the contractor to develop and implement a Hazard Assessment before and during the project to ensure a safe and healthy working environment for all parties involved. This hazard assessment once completed must be submitted immediately to the site representative for approval.

See Appendix B - Health and Safety Hazard Assessment
Communication of Occupational Health and Safety Expectations and Requirements

Central Health will inform contractors that they must meet the requirements of the OH&S Act and Regulations and the organization’s requirements in relation to OH&S.

Contractors will be responsible to identify potential/existing hazards and to communicate how they are doing to mitigate these hazards. If there are any specialized training, material and/or personal protective equipment required then the contractor must communicate these requirements to those who will be affected. All OH&S communication strategies and record keeping must comply with Central Health’s polices and the OH&S legislation.

The OH&S requirements for contractors will be included in the tendering specifications, documentation such as the contractor safety handbook and throughout regular on site meetings.

Contractor’s Safety Handbook and Safety Agreement

The Contractor’s Safety Handbook is a document which informs a contractor of their legal obligation in relation to OH&S at Central Health’s properties. The Safety Agreement, once it is signed, will demonstrate that a contractor and its workers understand the expectations and requirements under OH&S and will comply with Central Health’s OH&S program.

See Appendix C - Contractor’s Safety Handbook
See Appendix D - Safety Agreement

On Site Meetings

Communication between Central Health and contractors is essential to ensure injury prevention. Pre-project meetings and regular site meetings throughout a project with all parties will ensure critical OH&S issues and concerns are identified and control measures implemented to reduce or eliminate the hazards. All contractors working on a project will be responsible to conduct weekly safety meetings at a minimum. These meetings must be documented and forwarded to the site representative. Central Health has the right to advise a contractor to increase the number of safety meetings where required.

See Appendix E - OH&S Meeting Form
Contractor’s Safety Handbook and Safety Agreement Requirements

All contractors/subcontractors and their workers will be required to review the Contractor’s Safety Handbook and sign the Safety Agreement before a project commences.

All projects which proceed through a tendering process will require contractors/subcontractors to review the handbook and sign the Safety Agreement. This documentation will be sent in the tendering documentation and must be completed and returned to Materials Management Department. Also, the contractor/subcontractor will be required to keep a copy of the signed Safety Agreement and present it to the site representative (usually at the pre-project meeting) before the work commences.

Projects or service work that does not proceed through a tendering process will require the contractors/subcontractors to review the handbook and sign the Safety Agreement at least annually. This documentation must be forwarded to the site representative and to Materials Management Department.

Important: If a worker is assigned to a project/service work after it commences it will be the responsibility of the contractor/subcontractor to review the handbook with the worker and ensure that he/she signs the Safety Agreement. Once the agreement is signed the contractor/subcontractor must present it to the site representative before the worker may begin work.

Vendors who are used on an ongoing basis must review the Contractor’s Safety Handbook and sign the Safety Agreement initially and it must be renewed annually.
Coordination of Work

Following the applicable OH&S Legislation, Central Health will ensure work will be conducted in a safe manner when there are multiple contractors involved on a project. Each contractor will be responsible to notify Central Health prior to any task that is likely to create a hazard to a worker of another contractor.

**Important:** Where a project has two or more contractors overlapping or adjoining work activities and there is more than five workers combined an individual must be designated as a Qualified Coordinator. This individual must be designated at the work location and their main purpose is to communicate OH&S to all parties. Central Health’s site representative will be appointed to this position, however if this is not possible Central Health will appoint an individual from the project before work begins.
Checklist of Actions

Central Health will use various checklists to ensure that contractors are complying with the tendering requirements, Central Health’s policies/procedures and OH&S Legislation. The below outlines the different checklists which will be implemented to monitor compliance.

OH&S Tendering Documentation Checklist

Once a contract is awarded Materials Management will use and complete this checklist to ensure that the contractor receives the applicable OH&S documentation.

See Appendix F - OH&S Tendering Checklist

Contractor Safety: Pre-Project Meeting Checklist

Before a project begins the site representative will conduct a pre-project meeting with all parties involved. This checklist will be used and completed by the site representative to ensure that all OH&S responsibilities and requirements for the project are understood by all.

See Appendix G - Contractor Safety: Pre-Project Meeting Checklist

Contractor Safety: Weekly Project Worksite Checklist

This checklist will be used and completed by the site representative throughout the duration of a project on a weekly basis. The checklist will illustrate that a contractor is in compliance with Central Health’s OH&S program and applicable legislation.

See Appendix H - Contractor Safety: Project Worksite Checklist

Contractor Safety: Post-Project Checklist

Once the project is completed the site representative will conduct a post inspection to ensure that the work met the tendering specification and it is safe to occupy and work.

See Appendix I - Contractor Safety: Post - Project Checklist
Incident/Accident Reporting and Investigation

A contractor will be required to notify Central Health as soon as reasonably possible of any incident/accident that occurs during the performance of the work. This would include any accident/incident, injury, property or environmental damage throughout Central Health’s facilities (includes both internal and external areas).

The contractor will be responsible to conduct their own accident/incident investigation and develop a report that outlines the details of the incident/accident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future. This report will be given to Central Health as soon as reasonably practical (usually in three days).

*See Appendix J - Accident/Incident Investigation Form*

If a contractor’s employee sustains a serious injury as described in the Occupational Health & Safety Act, while performing work at Central Health, the contractor must immediately notify the Department of Government Services – OH&S division by calling (709) 729-4444. The contractor must also immediately contact the site representative and Central Health’s Employee Wellness/Health & Safety Division at (709) 256-5983.

**The following are considered serious accidents under the OH&S Act:**

- An accident that results in a death
- A fracture of the skull, spine, pelvis, femur, humerus, fibula, tibia, radius or ulna
- An amputation of a major part of a hand or foot
- The loss of sight of an eye
- A serious internal haemorrhage
- A burn that requires medical attention
- An injury caused directly or indirectly by explosives
- An asphyxiation or poisoning by gas resulting in a partial or total loss of physical control
- Another injury likely to endanger life or cause permanent injury, but does not include injuries to a worker of a nature that may be treated through first aid or medical treatment and the worker is able to return to his or her work either immediately after the treatment or at his or her next scheduled shift

Central Health has the right to take part or full control over a contractor’s accident/incident investigation at any point during the investigation process, or to conduct its own investigation.
Emergency Preparedness

Central Health has developed and implemented various emergency code plans for safety and to effectively handle emergencies and disasters that could occur at its facilities.

*See Appendix K - Emergency Codes*

Before a project commences the site representative/designate and the contractor will discuss applicable emergency codes and practices. Once this is completed a list of emergency contact information must be developed and copies must be distributed to all parties involved. If an emergency does arise this contact information will provide an effective list for communication.

*See Appendix L - Emergency Contact Form*

The contractor will have the responsibility to ensure their workers and those of the subcontractor are educated with regards to the applicable emergency codes before the work commences.
Non-Compliance to Occupational Health and Safety

The contractor shall ensure that work is conducted in a safe manner consistent with the intent of the OH&S Act & Regulations and any other applicable standard, code or guideline.

Non-compliance may be discovered prior to the contractor undertaking work through the tendering process, while at the pre-project meeting or after work has commenced. Once non-compliances are identified corrective measures must be implemented as soon as reasonably possible to ensure injury prevention.

Non-compliance conditions and actions must be reported immediately to the site representative. He will order that the contractor cease work if there is a risk of injury to the public, Central Health employees or the contractor’s employees.

Once the non-compliance is reported and solution(s) identified, the contractor must comply. If the contractor does not rectify the identified unsafe condition/action in a reasonable time frame then work will be stopped immediately and a meeting between the site representative and the contractor will take place to make plans to correct the non-compliance.

If multiple non-compliance continues to happen from the contractor they will be removed from the premises and it might result in the cancellation of the contract. Negligent disregard for OH&S may negatively impact future contracts for contractors by Central Health.

Important: The site representative can at any point in the contract notify the contractor of non-compliance. This may be done verbally or by the OH&S Non-Compliance Report.

See Appendix M - Contractor OH&S Non-Compliance Report
Contact Information

Materials Management Department
Central Health Regional Office
21 Carmelite Road
Grand Falls-Windsor, NL A2A 1Y4
Phone: (709) 292-1197
Fax: (709) 489-9291

Plant Services & Maintenance Department
James Paton Memorial Regional Health Centre
125 Trans Canada Highway
Gander, NL A1V 1P7
Phone: (709) 256-5734
Fax: (709) 256-5753

Employee Wellness/Health and Safety Division
James Paton Memorial Regional Health Centre
125 Trans Canada Highway
Gander, NL A1V 1P7
Phone: (709) 256-5983
Fax: (709) 256-5624
References

Section 8 and 20 - OH&S Regulations, 2009
Section 54 – OH&S Act, 2009
POLICY

Central Health is safety conscious and Central Health employees are therefore expected to work safely. Contractors and their employees are expected to conform to the safety regulations of their appropriate industry on our work sites.

Contractors are required to comply with the Newfoundland and Labrador Occupational Health and Safety (OH&S) Act and Regulations. Additionally, all contracted work performed within Central Health facilities and on Central Health property must follow the guidelines as outlined in Central Health’s Contractor’s Safety Handbook.

Contractors will be required to provide at least the following documentation within the tendering process: a Certificate of Recognition (COR) from the Newfoundland & Labrador Construction Safety Association (NLCSA) and a clearance letter from the Workplace Health, Safety and Compensation Commission (WHSCC).

Contractors will sign a written agreement to abide by established OH&S rules and regulations while on Central Health property. Any contractors or their employees, including sub-contractors, breaching safety rules and/or regulations or the Newfoundland and Labrador OH&S Act and Regulations must stop work immediately and upon further investigation may be required to leave the premises and may be refused re-entry until compliance is achieved.

Each Central Health site will have a designated site representative that will ensure a contractor is following the guidelines set out within the tendering document and following applicable occupational health and safety requirements. The site representative shall require a list of all employees of the contractor on site and have them sign in and out at the beginning and end of each work day.

Contractors cannot assign a sub-contractor unless first notifying Central Health. A sub-contractor will have the same legal requirements and documentation review processes as the contractor.

A signed Contractor Safety Agreement is to be returned to the Regional Director of Materials Management or designate before the commencement of contract work at a Central Health workplace.
DEFINITIONS

**Contractor:** A person, partnership or group of persons who, through a contract, and agreement or ownership, directs the activities of one or more employers involved in work at a work site.

**Worker/Employee:** A person engaged in an occupation.

**Workplace:** A place where a worker or self-employed person is engaged in an occupation and includes a vehicle or mobile equipment used by a worker in an occupation.

REFERENCES


**APPROVED BY:** Terry Ings, V.P. Human Resources

**APPROVAL DATE:** 10/Dec/07

**(R):** 26/Nov/10
## APPENDIX B - HAZARD ASSESSMENT

<table>
<thead>
<tr>
<th>Description/Task</th>
<th>Hazards &amp; Potential Hazard</th>
<th>Source of Potential Hazard</th>
<th>Existing Controls</th>
<th>Assessment</th>
<th>Severity (SEV)</th>
<th>Probability (PROB)</th>
<th>Recommendations / Additional Controls</th>
<th>Who</th>
<th>When</th>
<th>Follow - Up</th>
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**Assessment**
- HR = Hazard Rating
- PR = Priority Ranking

**Severity (SEV)**
1. No injury or loss
2. Minor injury or damage
3. Lost time injury or damage
4. Permanent disability or damage

**Probability (PROB)**
1. Low
2. Moderate
3. High
IMPORTANT: Contractors are responsible to review and ensure that all of their employees and subcontractors employees are knowledgeable of the contents of this handbook and this will be verified through the pre-project meeting with Central Health.

All contractors, while on Central Health property, must abide by the regulations of the Newfoundland and Labrador Occupational Health and Safety (OH&S) Act and Regulations. Any contractors or their employees, including sub-contractors, breaching the Act or Central Health safety polices must stop immediately and, upon further investigation, may be required to leave the premises and may be refused re-entry. Prior to commencement of any contracted work, contractors and their workers are required to sign the Contractor’s Safety Agreement and return it to both the Regional Directors of Materials Management and Plant Services & Maintenance or their responsible management representatives.

OH&S RESPONSIBILITIES

Contractor

- Comply with the OH&S requirements outlined by the OH&S Legislation and Central Health.
- Review Contractor’s Safety Handbook and educate all contracted workers in all OH&S aspects of the project.
- Ensure the Contractor’s Safety Agreement is signed and dated by all parties involved.
- Participate in the pre-project meeting and regular site meetings with Central Health’s site representative and/or designate. The contractor must present the signed Contractor’s Safety Agreement to the site representative at the pre-project meeting.
- Notify Central Health prior to performing a task that is likely to create a hazard to a worker of another contractor on the same project, or employees or clients of Central Health.
- Submit written OH&S documentation/manual for the project if requested by Central Health. At a minimum it should outline a completed hazard assessment which illustrates potential/existing hazards and control measures.
- Coordinate with Central Health’s representatives’/designates’ work schedules and tasks to provide safe working conditions for workers and staff.
- Ensure workers have the appropriate qualifications to perform the work.
- Stop work immediately if potential/existing hazards are identified and ensure corrective actions are taken. Report such incidents to the site representative immediately.
- Conduct regular OH&S meetings with their workers and subcontractors. These meeting must be documented.
- Ensure all equipment/personal protective equipment meets legislative requirements, standards, codes, etc. and it is properly used and maintained.
- Ensure that their workers and those of subcontractors are educated as to the various emergency preparedness codes before work commences.
- Report to the site representative and investigate any incidents and accidents that occur on the project. Ensure proper written reports are conducted.
- Comply with any other OH&S directives deemed necessary by Central Health or other bodies to ensure legislative requirements and injury prevention.
Subcontractors

➢ Have the same rights and responsibilities as a contractor (see above list).

Contractor/Subcontractor Employees

➢ Take reasonable care to protect their personal occupational health and safety and the safety of others on the worksite.
➢ Report immediately any hazardous condition and accident/incident to their supervisor.
➢ Attend and participate in safety meetings during a project.
➢ Use all necessary safeguards & safety devices which will protect themselves and others at the worksite.
➢ Wear appropriate and required Personal Protective Equipment (PPE) while on the worksite.

Vendors

➢ Review the Contractor’s Safety Handbook and sign the Safety Agreement initially and annually.
➢ Have the same rights and responsibilities as a contractor (see above list).

PROPERTY PROTECTION

Site Entry

Contractors must, under no circumstances, move outside the area allocated for the work at hand, unless approval is obtained from the site representative. Only the contractor and their designated employees are permitted on site. Under no circumstances are contractors to bring other people onto the site without prior approval from the site representative.

When on Central Health premises:

➢ Only vehicles required to facilitate the work at hand should be at the work site.
➢ Contractor's employees are to park private vehicles in designated areas.
➢ Speed limits are to be observed while travelling on Central Health property. No vehicles are permitted in "No Parking" areas.

Identification

While on Central Health property the contractor and their employees shall be required to wear appropriate identification. The Plant Services & Maintenance Department shall be contacted regarding identification prior to the commencement of any work. The site representative shall require a list of all employees of the contractor on site and have them sign in and out at the beginning and end of each work day. Plant Services & Maintenance Department will provide all contractors and their employees with a contractor ID which must be returned to Plant Services & Maintenance Department upon completion of the project.

Water Usage

Use of water is available in most locations. Use of these facilities must have prior approval of the site representative.
**Equipment Deliveries**
Contractors are to make all arrangements for delivery, off loading, storage of equipment and stocktaking, etc., prior to its arrival on site with the site representative.

**GENERAL SAFETY RULES & REQUIREMENTS**

**Housekeeping**
Contractors must maintain a clean and tidy work area throughout an entire project; such areas would include corridors, aisles, walkways, roads and paths.

When it is necessary to leave the site before completion, all materials, tools, rigging, boards and other debris must be carefully removed from the occupied work area unless in a designated construction zone. There shall be no materials or equipment left overhead or on the roof unless they are secured in place.

Adequate barricades and warnings must be erected around all openings, excavations and obstructions.

On completion of the project, at the end of each shift, and while the work area is unattended, the site is to be left clean and tidy.

**Dust Control**
Work completed in Central Health facilities should be done in compliance with the standards established under Canadian Standards Association, reference number CSA Z317.13-03 - Infection Control during Construction or Renovation of Health Care Facilities: A Practical Reference Guide.

**Smoking**
Smoking is not permitted on Central Health property per the Smoke Free Properties policy.

**Intoxicating Liquor or Drugs**
The contractor or employees of the contractor will not be permitted to enter the site with any intoxicating liquor or drugs or be under the influence of same.

**Horseplay**
Practical jokes and horseplay on the job can be dangerous and are prohibited.

**Communication**
Contractors are responsible to identify potential/existing hazards and to communicate how they are doing to mitigate these hazards. If there are any specialized training, material and/or personal protective equipment required then the contractor must communicate these requirements to all parities involved.

**Reporting Injuries**
All injuries must be reported as soon as possible to the site representative. A serious accident as outlined in section 54 of the OH&S Act must be reported immediately to Department of Government Services – OH&S Division at (709) 729-4444.

**Reporting OH&S Concerns**
If a contractor or any other party involved within the contract has an OH&S concern or issue they must contact the site representative for guidance.
Inspections

While on Central Health property, contractors may be subject to inspections by the site occupational health and safety committee, the site representative, Director of Employee Wellness/Occupational Health and Safety, other Central Health managers, or Department of Government Services Occupational Health and Safety Inspectors. Contractors who are found to be non-compliant with Central Health occupational health and safety guidelines or provincial occupational health and safety legislation must stop work immediately and, upon further investigation, may be asked to leave the site, may be refused re-entry or have their contract terminated. Any directives issued to contractors by Department of Government Services must be disclosed to Central Health.

SAFE WORK PRACTICES

Asbestos Awareness

Traces of asbestos have been found throughout some of the facilities operated by Central Health. If the contracted work involves potential asbestos exposure then appropriate asbestos abatement procedures must be complied with the contractor must comply with appropriate asbestos abatement procedures. This is to ensure that contracted personnel, staff, visitors and clients are not exposed to asbestos hazards. The site representative must be consulted prior to the commencement of any work which involves potential asbestos exposure.

If a contractor needs to perform work outside of the scope of the tender then the site representative must be notified so that it can be determined if there is a potential for asbestos exposure.

If a contractor is to perform any work in a facility containing asbestos they must be aware of its presence and locations. See Central Health’s Asbestos Management Program for more details.

For more detailed information refer to the Asbestos Abatement Regulations.

Compressed Gas Cylinders

Compressed gas cylinders must be stored, transported and used in a safe manner as per the Canadian Standard Association (CSA) and National Fire Protection Association (NFPA) standards and any other applicable legislation. Contracted workers must prevent cylinders from being dropped or subjected to impact. Also, workers must ensure to close valves and drain hoses once work is completed and valve protective coverings are implemented.

Workers will not use compressed air for any purpose other than for what it is provided. A stream of compressed air shall not be directed towards any person, or to clean down clothing.

For more detailed information refer to the OH&S Regulations Part XXI – Welding, Burning and Cutting Operations.

Medical Gases

Any contractor performing work in walls or ceilings must be aware of the presence of medical gas piping, and procedures must be implemented to ensure that all medical gas codes are met. The site representative must be consulted before work proceeds in any area where medical gases are present.
**Tools and Equipment**

Contractors must supply all their tools and equipment while working on Central Health property. Contractors may sometimes use special equipment owned by Central Health by prior arrangement with the site representative in charge. The contractor must keep this equipment in safety working order and once finished with this equipment must give it back to Central Health. Contractors are to ensure that all tools and equipment comply with the appropriate CSA standard and OH&S legislation.

The site representative in charge will prohibit the use of equipment, including hand tools, which are considered to be faulty or dangerous. If a tool or equipment is faulty or dangerous it must be tagged out and removed from service immediately.

**Operating Equipment**

Contracted employees shall not attempt to operate any equipment, machinery, valves, etc, owned by Central Health without prior approval of the site representative. Under no circumstances are contractors or their employees to operate or ride on elevated work platforms without prior approval of the site representative. Fall arrest procedures must be followed and highly visible vests worn by when using elevating work platform.

Any powered lifting equipment or vehicle supplied by contractors will be permitted on site only if the driver is licensed.

**Lockout/Tagout**

Contractors must ensure to implement lockout/tagout procedures on machinery or equipment per the OH&S legislation. Lockout/tagout procedures protect employees from the potential hazards created by the accidental release of energy. All lockout/tagout out procedures must be approved by the site representative before work commences.

Types of energy include:

- Chemical
- Electrical
- Mechanical
- Potential
- Thermal
- Radiation

- Lockout – is physically turning off and locking out energy flows from a power source to a circuit or device that utilizes the energy.

- Tagout – is the placement of warning/informational tags on power sources cautioning against restoring energy flows. The tags will also be used to warn to not use defective tools/equipment.

*For more detailed information refer to the OH&S Regulations Part IX - De-energization and Lockout*
Faulty Equipment and Machinery

If a piece of equipment or machinery is faulty, the contractor must immediately implement a lockout/ tagout procedure and notify the site representative. Faulty equipment and machinery must either be repaired and brought back into service per manufacturer’s specifications or removed and discarded.

Electrical Equipment

Contractors must ensure that only qualified employees perform work on electrical conductors and equipment. Contracted employees shall not tamper with, or remove, any electrical wires / tagging or equipment, nor operate any electrical switch gear on the Central Health premises without the permission of the site representative.

The contractor is to be familiar with the law in relation to the use of electrical hand tools and appliances as well as the Canadian Electrical Code, in particular Section 24 applicable to health care facilities.

Entry into any electrical or mechanical room is prohibited unless:

- The person is certified to work on electrical equipment
- Permission is obtained from the site representative

Entry into high voltage enclosures is prohibited.

For more detailed information refer to the OH&S Regulations – Part XXVI – Electrical Operations

Underground Utilities

Before any underground excavating and drilling with power tools and equipment commences at Central Health premises the site representative must be notified. Contact must be made with the appropriate local utility service and underground utility services in the area must be accurately determined and control measure implemented. This information must be shared, understood and followed by all parties involved before the work begins.

For more detailed information refer to the OH&S Regulations – Part XVIII – Excavation, Underground Work and Rock Crushing

Welding and Cutting

Welding and cutting with the use of arcs, naked flames or grinders are prohibited in some areas. Permits are required for all hot work and may only be issued by the site representative. The site representative may also prescribe precautions that must be followed. All approved hot work permits must be in accordance with Central Health’s Hot Work Policy 2-260.

For more detailed information refer to the OH&S Regulations – Part XXI – Welding, Burning and Cutting Operations

Work Sites

Appropriate barriers and signage must be erected when work is performed in occupied areas, particularly in patient care units.

If protection around the work area is required, it should be in a form that complies with applicable Occupational Health and Safety Regulations and CSA Standards.

Equipment and work barriers must not be erected in such a way as to restrict access to patient rooms, lounges, nursing stations, examination rooms, offices, and other occupied areas.
If clients have to be relocated the site representative must be notified. The site representative will make the appropriate arrangements with nursing staff.

Appropriate warning notices must be erected.

No work may commence along access routes or operating areas without prior approval from the site representative once all necessary precautions have been put in place.

Equipment and any other material posing as a fall hazard must not be thrown from elevated structures - use lifting gear to lower.

**Fall Protection**

The contractor must provide and maintain a fall protection system where its workers are exposed to possible falls from elevated heights as prescribed within the OH&S legislation. The type of fall protection system to be implemented depends on the task/project and the type of risks. The site representative must be consulted prior to any work which would involve fall protection system.

*For more detailed information refer to OH&S Regulations: Part X – Fall Protection*

**Ladders and Scaffolding**

All scaffolding must be erected in accordance with OH&S requirements and CSA standards.

All ladders must be in good condition and must comply with CSA Standards and OH&S legislation.

Ladders must be of a type deemed appropriate for the type of work taking place.

Ladders are not to be used as a substitute for scaffolding.

Contractors will not be allowed to use the Central Health’s ladders unless given specific permission by the site representative.

Portable ladders, while in use, shall be secured in accordance with OH&S legislation.

Ladders which are deemed unsafe must be tagged out, removed and discarded from the workplace.

*For more detailed information refer to OH&S Regulations: Part XI – Scaffolds, Stages and Work Platforms.*

**Roof Access**

Access to the roof is only permitted after the site representative has been informed. Fall protection procedures and equipment must be used as required by the applicable Occupational Health and Safety Regulations.

*For more detailed information to refer to OH&S Regulations: Part X – Fall Protection.*

**Confined Space**

When work is to be carried out in a confined space as defined in the OH&S Regulations, the site representative must be informed prior to the commencement of work so that appropriate confined space entry procedures may be implemented. All work in confined spaces requires a Confined Space Entry Permit which must be obtained from the site representative. (Confined Space Entry Policy under development)

*For more detailed information refer to OH&S Regulations: Part XXVII – Confined Space Entry*
Hazardous Goods

No material of a hazardous nature is to be brought on site until approval is obtained from the site representative.

All Material Safety Data Sheets (MSDS)/information relating to any such materials must be provided by the contractor prior to beginning work.

Persons handling or transporting hazardous materials must be trained in WHMIS, TDG and/or other pertinent regulations and standards.

For more detailed information refer to Workplace Hazardous Materials Information System Regulations.

Personal Protective Equipment (PPE)

Hard hats must be worn in areas where there is a potential for head injuries and/or areas designated by Central Health. Where overhead work of any kind is being conducted, hard hats are compulsory for ground level workers. Contractors are to supply their employees with hard hats.

Safety glasses must be worn whenever there is a risk of damage to eyes, i.e. grinding, chipping, etc. Contractors are to supply their employees with safety glasses.

Appropriate footwear must be worn at all times on site.

Hearing protection (i.e. ear muffs or plugs) is to be worn when noise hazards are created. Contractors are to supply their own employees with such devices.

Respiratory protection must be worn whenever there are respiratory hazards present. Before respiratory protection is worn appropriate training and fit-testing must be performed as per the applicable Occupational Health and Safety Regulations and CSA Standards. Central Health reserves the right to delay any job when an outbreak of an infectious disease requires the use of respiratory protection.

All Personal Protective Equipment must meet Canadian Standard Association (CSA), (National Institute for Occupational Safety and Health (NIOSH) or other accepted standard where applicable.

Important: Employees who are found to be in non-compliance of PPE requirements will receive a verbal warning and depending on the severity of the infraction may receive a recorded warning and/or removal from the project.

For more detailed information refer to OH&S Regulations: Part VII – Personnel Protective Equipment.
DEFINITIONS

**Contractor:** Any person or representative of a firm that is engaged by contract or purchase order to perform repairs and/or maintenance or capital works (i.e. repairs to plant, buildings and works or machine installations, new or modified buildings and works).

**Subcontractor:** An individual or business that signs a contract to perform part or all of the obligations of another's contract.

**Vendor:** An individual or business that provides goods or services to a company and is also known as a supplier. A vendor often manufactures inventory items and sells those items to a customer. In general, contractors provide project work, while vendors provide ongoing services. Vendors may include vending machine technicians, chemical supplier, etc.

**Site Representative:** The individual identified as the contact person in the tender (i.e. Director of Health Services, Regional Director of Plant Maintenance, Manager of Plant Services).

**Qualified Personnel:** All contracted work must be undertaken by appropriately qualified personnel. A qualified person must, at a minimum, possess a recognized degree, certificate, or professional standing, or extensive knowledge, training, and experience, demonstrating their ability to solve or resolve problems relating to the subject matter, the work, or the project.

CONCLUSION

This handbook covers general OH&S requirements for contractors who perform work within Central Health facilities, thus it does not supersede the OH&S Act and Regulations or any other legislative body that the OH&S Act and Regulations prescribes.

CENTRAL HEALTH - CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Materials Management Department</th>
<th>Plant Services &amp; Maintenance Department</th>
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<tr>
<td>Central Health Regional Office</td>
<td>James Paton Memorial Regional Health Centre</td>
</tr>
<tr>
<td>21 Carmelite Road</td>
<td>125 Trans Canada Highway</td>
</tr>
<tr>
<td>Grand Falls-Windsor, NL A2A 1Y4</td>
<td>Gander, NL A1V 1P7</td>
</tr>
<tr>
<td>Phone: (709) 292-1197</td>
<td>Phone: (709) 256-5624</td>
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<tr>
<td>Fax: (709) 489-9291</td>
<td>Fax: (709) 256-5753</td>
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<td>125 Trans Canada Highway</td>
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<tr>
<td>Gander, NL A1V 1P7</td>
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<tr>
<td>Phone: (709) 256-5983</td>
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<td>Fax: (709) 256-5624</td>
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APPENDIX D

CONTRACTOR’S SAFETY AGREEMENT

This states that the undersigned representative of

COMPANY NAME:

ADDRESS:

has read and understood the guidelines in the Central Health “Contractors’ Safety Handbook” and hereby agree to conform to the requirements and obligations as set down within.

Failure to abide by this agreement shall mean that the contractor as stated above will not be allowed to enter the premises of Central Health for the purpose of obtaining or carrying out any contract work.

Name (Please Print):

Title or Position Held:

Date:

Signature:

Important: A copy of this signed agreement is to be returned to both the Regional Director of Materials Management and Plant Services & Maintenance or their responsible management representatives before the commencement of contract work.

CRHA Representative (Please Print):

Signature:

Revised June 2011
Part II: Contractor’s Employees

It is the responsibility of the contractor to ensure that all employees of the contractor/subcontractor have been provided with the Central Health Contractor’s Safety Handbook for their review and adherence.

By signing below the contractor certifies all employees of the contractor/subcontractor who will be working on Central Health property have reviewed the handbook and agree they will abide by the safety requirements contained therein. Safety infractions by workers of the contractor/subcontractor will be reported to the contractor.

Once a project has commenced the contractor is responsible to ensure at all new assigned workers of a project review and sign this agreement and it is forwarded to the appropriate Central Health Representative.

<table>
<thead>
<tr>
<th>Employer’s Name</th>
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Contractor’s Safety Agreement

Contractor’s Name (Please Print):

Title or Position Held:

Date:

Signature:

CENTRAL HEALTH - CONTACT INFORMATION

Materials Management Department
Central Health Regional Office
21 Carmelite Road
Grand Falls-Windsor, NL A2A 1Y4
Phone: (709) 292-1197
Fax: (709) 489-9291

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Fax: (709) 256-5753

Employee Wellness/Health and Safety
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Gander, NL A1V 1P7
Phone: (709) 256-5983
Fax: (709) 256-5624
APPENDIX E – CONTRACTOR SAFETY
HEALTH & SAFETY MEETING FORM

Date: ____________________ Contractor: ____________________

Facility: ____________________ Central Health’s Representative: ____________________

Agenda Items: ____________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

Employees in Attendance:

Name (Please Print): ____________________ Signature: ____________________

__________________________________________________________

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__________________________________________________________

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__________________________________________________________

Conducted By: ____________________

Signed: ____________________

Comments/Recommendations:

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Please note: Before a contractor is rewarded and commences a project, Materials Management must ensure that the above documentation is sent out and received. It will be the responsibility of the contractor to complete and send the appropriate documentation back to Materials Management in a timely manner.

*This document must maintained on file by Materials Management for a period of five years.*

Revised June 2011
**APPENDIX G – CONTRACTOR SAFETY:**
**PRE – PROJECT MEETING CHECKLIST**
*(CONTRACTORS/SUBCONTRACTORS)*

**SITE REPRESENTATIVE:**

**CONTRACTOR:**

**DATE:**

**MEETING LOCATION:**

<table>
<thead>
<tr>
<th>PRE-JOB MEETING CHECKLIST</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor received the Contractor’s Safety Handbook</td>
<td></td>
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<tr>
<td>Contractor received and signed Contractors Safety Agreement Form</td>
<td></td>
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<tr>
<td>Contractor’s employees signed and dated the Contractors Safety Agreement Form</td>
<td></td>
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<tr>
<td>Contractor written Health &amp; Safety Plan for the project</td>
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<tr>
<td>Hazard Assessment completed before the work commences</td>
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<tr>
<td>Contractor aware of hazards and control measures</td>
<td></td>
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<tr>
<td>Process for reporting hazards/injuries</td>
<td></td>
<td></td>
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<tr>
<td>Contractor employee training records (verify training standards of workers)</td>
<td></td>
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<tr>
<td>Emergency Code Procedures (such as fire safety, emergency outbreaks, etc.)</td>
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<tr>
<td>Emergency Contact List completed</td>
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<tr>
<td>Lockout/Tagout procedures</td>
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<tr>
<td>Underground utilities identified and control measures implemented</td>
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<tr>
<td>Fall Protection procedures</td>
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<tr>
<td>Confined Spaces procedures</td>
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<tr>
<td>Appropriate equipment and PPE</td>
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</table>

**Additional Comments/Control Measures:**

**Please Note:** This checklist will be completed by the site representative at the pre-job meeting. This will ensure that all areas of Occupational Health & Safety are communicated and understood by all parties involved.

Revised June 2011
## SUB-CONTRACTOR INFORMATION

<table>
<thead>
<tr>
<th>SUB-CONTRACTOR NAME</th>
<th>CONTACT PERSON</th>
<th>CONTACT NUMBER</th>
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</tbody>
</table>

Signature: ___________________________  Date: ___________________________
Contractor Representative

Signature: ___________________________  Date: ___________________________
Central Health Representative
# Appendix H - Contractor Safety: Weekly Project Worksite Checklist

**SITE REPRESENTATIVE:**

**CONTRACTOR:**

**DATE:**

**LOCATION:**

## Worksite Checklist

<table>
<thead>
<tr>
<th>Description</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work area is neat and organized</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Contractor employees signing in and out daily</td>
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<td></td>
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<tr>
<td>Employees have the appropriate training requirements (asbestos, fall protection, lockout/tagout, confined spaces, scaffolding, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are hazardous energy sources being controlled (lockout/tagout system)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Employees wearing and maintaining personnel protective equipment (PPE) that meet the OH&amp;S Legislation, Standards and Guidelines</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>All tools and equipment comply with appropriate CSA Standards and/or applicable OH&amp;S standards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OH&amp;S discussed at contractors site meetings</td>
<td></td>
<td></td>
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<tr>
<td>Contractor conducting and keeping records of OH&amp;S documentation such as inspections, safe work practices/procedures, safety meeting minutes, etc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Underground utilities identified and control measures implemented</td>
<td></td>
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</tr>
<tr>
<td>Safety devices/defences such as barricades are appropriately placed to ensure that employees and the public are not exposed to hazards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OH&amp;S incidents being reported, documented and followed upon</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Additional Comments/Control Measures:**

---

**Signature:** ____________________________  **Date:** ____________________________

Contractor Representative

**Signature:** ____________________________  **Date:** ____________________________

Central Health Representative

**Please Note:** This checklist will be completed weekly by the site representative when work is being performed to ensure that the contractor is following OH&S standards and other guidelines set by Central Health.

Revised June 2011
APPENDIX I - CONTRACTOR SAFETY
POST – PROJECT CHECKLIST
(CONTRACTOR/SUBCONTRACTOR)

SITE REPRESENTATIVE:

CONTRACTOR:

DATE:

LOCATION:

<table>
<thead>
<tr>
<th>POST-JOB MEETING CHECKLIST</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project completed per tendering specification</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Good housekeeping achieved</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Central Health’s equipment/material that were used in the project brought back and in good working condition</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No electrical wires, cords, etc. exposed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No trip/slip hazards present</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All paper work (such as safety meetings, checklists, etc.) completed</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Additional Comments:

Signature: ___________________________ Date: ___________________________

Central Health Representative

Please Note: This checklist will be completed by the site representative at the end of a project. This will ensure that the contractor completed the work to ensure area is safe to occupy and work.
## APPENDIX J - ACCIDENT/INCIDENT INVESTIGATION FORM

Accident/incident resulted in:  
- [ ] injury
- [ ] illness
- [ ] property damage
- [ ] first aid
- [ ] near miss
- [ ] medical aid
- [ ] recurrence
- [ ] other __________

Department: __________________________

Location of Incident: __________________________  
(Be specific – example – Aisle 10)

Date of incident am pm  
Date reported accident/incident: __________________________

**ACCIDENT/INCIDENT INFORMATION**

Supervisor: __________________________  
Date of first missed shift: ____________  
No. of days lost ____________

Approximate date of onset, if no specific date of injury: __________________________

Nature of injury: __________________________  
Body part(s) affected: __________________________

**EMPLOYEE INFORMATION**

Name (Last name first – please print) __________________________

Home phone number: ____________

Home Address: __________________________  
Age: ____________  
Sex: [ ] M  [ ] F

Date of employment: ____________  
Occupation/Position: __________________________

Experience (time) in job: __________________________

Evaluation of loss  
- Potential if not corrected: [ ] Major  [ ] Serious  [ ] Minor  
- Loss severity potential: [ ] High  [ ] Moderate  [ ] Low

Probability of occurrence

Describe how the event occurred.

Immediate causes: What substandard acts/practices and conditions caused or could cause the event? See end of form.
Basic causes: What specific personal or job/system factors caused or could cause this event? See end of form.

Remedial actions: What has and/or should be done to control the causes listed?

**Prevention of Accident/Incident Recurrence**

Describe what action is planned or has been taken to prevent a recurrence of the accident, based on the key contributing factors.

**Immediate:**

**Long Term:**

Signed by Supervisor ___________________________  Supervisor’s Name ___________________________

Signed by Investigator: ___________________________  Date: ___________________________

**REPORT FORM DEFINITIONS**

**INJURY** – physical harm or damaged to a person.

**ILLNESS** – unhealthy condition in mind or body.

**FIRST AID INJURY** – a minor injury requiring only first aid treatment.

**MEDICAL AID INJURY** – an injury requiring treatment by a health care professional.

**LOST TIME INJURY** – a disabling injury where the injured person is unable to report for the next regular shift.

**RECURRANCE** – an accident or incident which has occurred more than once.

**PROPERTY DAMAGE ACCIDENT** – accidental loss to equipment, material, and/or the environment.

**INCIDENT (NEAR-MISS)** – an undesired event that, under slightly different circumstances, could have resulted in personal injury, property damage or loss.
### IMMEDIATE CAUSES – check all as appropriate

<table>
<thead>
<tr>
<th>Substandard Acts/Actions</th>
<th>Substandard Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Operating equipment without authority</td>
<td>- Inadequate guards or barriers</td>
</tr>
<tr>
<td>- Failure to warn</td>
<td>- Inadequate or improper protective equipment</td>
</tr>
<tr>
<td>- Failure to secure</td>
<td>- Defective tools, equipment or materials</td>
</tr>
<tr>
<td>- Operating at improper speed</td>
<td>- Congestion or restricted action</td>
</tr>
<tr>
<td>- Making safety devices inoperable</td>
<td>- Inadequate warning system</td>
</tr>
<tr>
<td>- Removing safety devices</td>
<td>- Fire and explosion hazard</td>
</tr>
<tr>
<td>- Using defective equipment</td>
<td>- Poor housekeeping, disorder</td>
</tr>
<tr>
<td>- Failure to use PPE</td>
<td>- Hazardous environmental conditions, gases, smoke, dusts, fumes</td>
</tr>
<tr>
<td>- Improper loading</td>
<td>- Noise exposure</td>
</tr>
<tr>
<td>- Improper placement</td>
<td>- Radiation exposure</td>
</tr>
<tr>
<td>- Improper lifting</td>
<td>- High or low temperature exposure</td>
</tr>
<tr>
<td>- Improper position for task</td>
<td>- Inadequate or excess illumination</td>
</tr>
<tr>
<td>- Servicing equipment in operation</td>
<td>- Inadequate ventilation</td>
</tr>
<tr>
<td>- Horseplay</td>
<td></td>
</tr>
<tr>
<td>- Under influence of alcohol and/or other substances</td>
<td></td>
</tr>
</tbody>
</table>

### BASIC CAUSES – check all as appropriate

<table>
<thead>
<tr>
<th>Personal Factors</th>
<th>Job Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Inadequate capability</td>
<td>- Inadequate leadership/supervision</td>
</tr>
<tr>
<td>- Lack of knowledge/training</td>
<td>- Inadequate engineering</td>
</tr>
<tr>
<td>- Lack of skill</td>
<td>- Inadequate purchasing</td>
</tr>
<tr>
<td>- Stress</td>
<td>- Inadequate maintenance</td>
</tr>
<tr>
<td>- Improper motivation</td>
<td>- Inadequate tools/equipment</td>
</tr>
<tr>
<td></td>
<td>- Inadequate work standards</td>
</tr>
<tr>
<td></td>
<td>- Wear and Tear</td>
</tr>
<tr>
<td></td>
<td>- Abuse and/or misuse</td>
</tr>
<tr>
<td>Code</td>
<td>Definition</td>
</tr>
<tr>
<td>--------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Code Red</strong> (Fire)</td>
<td>A fire or threat of fire (smoke, sparks etc.) in a Central Health facility/site. It will define specific functions, roles and responsibilities for staff to undertake and will identify procedures to include external stakeholders.</td>
</tr>
<tr>
<td><strong>Code Grey</strong> (External Air Exclusion)</td>
<td>Noxious fumes or smoke outside the building or moving in the direction of the building. The response involves shutting down the mechanical systems for movement of air into and out of the building, as well as closing off windows and doorways (Button Down). The decision to “Shelter in Place” is usually based on inadequate time for a full evacuation.</td>
</tr>
<tr>
<td><strong>Code Brown</strong> (Chemical Spill or Leak)</td>
<td>A toxic chemical spill or leak inside a facility of Central Health. The response involved would exceed that usually able to be contained by the staff working in that area. It may involve a partial or total evacuation of the building, and possibly a Hazardous Material (HAZMAT) response by an external agency (Fire Department).</td>
</tr>
<tr>
<td><strong>Code Blue</strong> (Adult Cardio-Pulmonary Arrest)</td>
<td>A cardio-pulmonary arrest in an adult occurring in a work site operated by Central Health. Assigned teams in acute care centers will respond to the event in a coordinated fashion. Outside of acute care, the response involves staff providing basic life support until relieved by paramedics/emergency medical transport.</td>
</tr>
<tr>
<td><strong>Code Pink</strong> (Pediatric Cardio-Pulmonary Arrest)</td>
<td>A cardio-pulmonary arrest in a child (person under 16 years) occurring in a work site operated by Central Health. In most acute care settings the assigned team will be the same as for Code Blue. The exceptions being James Paton Memorial Regional Health Centre and Central Newfoundland Regional Health Centre, which have paediatricians on staff and dedicated paediatric in-patient/out-patient care areas.</td>
</tr>
<tr>
<td><strong>Code Orange</strong> (External Disaster/Mass Casualty Incident)</td>
<td>An external disaster with the potential for a mass casualty response (multiple people injured including multiple fatalities) from acute care. This type of event involves scaling back of regular services, mobilizing extra staff, and redeploying existing staff. It may also involve rapid redistribution of in-patients throughout the region and to adjacent health regions.</td>
</tr>
<tr>
<td><strong>Code Green</strong> (Evacuation)</td>
<td>An evacuation of the facility/building operated by Central Health. This can be partial, precautionary, or STAT based on the nature and imminence of the threat. This type of response will involve the location to evacuate to, the processes involved for orderly movement, and the transfer of critical processes to the evacuation site.</td>
</tr>
<tr>
<td>Code</td>
<td>Definition</td>
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<td>-----------------------</td>
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</tr>
<tr>
<td><strong>Code Yellow</strong></td>
<td>An adult person becomes missing while under the care of Central Health. This most often involves clients of acute care and long term care facilities. The response involves a building shutdown and a search of the facility and grounds by security. This type of event often escalates to involve local police authorities.</td>
</tr>
<tr>
<td><strong>Code Amber</strong></td>
<td>A child becomes missing while under the care and supervision of Central Health. In this circumstance we are referring to the legal definition of a child as recognized by the province of Newfoundland and Labrador (under 16 years). This can involve children in foster care as well as children who are in-patients. Code Amber is used to be consistent with the alert used in a number of jurisdictions in the country. A generalized alert of a missing child is announced, especially in cases of abduction. This response, although similar to Code Yellow, will involve law enforcement rather early, and will also likely involve media support.</td>
</tr>
<tr>
<td><strong>Code White</strong></td>
<td>A violent situation in any of Central Health’s workplaces, initiated by a staff member, visitor, or client. In many sites this will involve a separate alarm system other than an overhead page. In larger work places a pre-assigned trained team will respond to the situation with the intent of subduing and restoring order. Local police authorities will become involved if the situation is not able to be safely controlled by our own staff, or when actual physical assault or other criminal act ensues.</td>
</tr>
<tr>
<td><strong>Code Black</strong></td>
<td>A bomb threat or bio-terrorism threat which involves a facility of Central Health. Police and fire authorities will be notified early. Partial or complete evacuation of the facility may be prudent, depending on the nature of the perceived threat.</td>
</tr>
<tr>
<td><strong>Code Purple</strong></td>
<td>A hostage taking or abduction occurring in a facility operated by Central Health. This is generally exclusive of children (Code Amber), and involves the hostage taker, with his/her hostage, in a stand off position within a facility operated by Central Health. The RCMP are generally involved early in this type of response.</td>
</tr>
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</table>
APPENDIX L - EMERGENCY CONTACT FORM

Please Note: This form will list the appropriate contact personnel and emergency numbers for serious emergency occurrences. These emergencies would include but not limited to major fires, chemical release/spills, serious accidents per OH&S legislative requirements, etc. The site representative will be responsible to complete and distribute this form to all parties involved before a project commences. Contractors will be responsible to post within the work area if possible.

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>CONTACT PERSON</th>
<th>CONTACT INFORMATION</th>
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FIRE DEPARTMENT

POLICE

CHEMICAL SPILL

GOVT – SERIOUS ACCIDENT (709) 729-4444

Project: ____________________________________________

Facility: __________________________________________

Central Health’s Site Representative ________________________________

Date: ________________________________

Revised June 2011
## APPENDIX M - CONTRACTOR OH&S NON-COMPLIANCE REPORT

### CONTRACTOR’S DETAILS

| Contractor Name: |  |
| Contact Manager’s Name: |  |
| Contractor’s address: |  |
| Telephone: | Fax: |

### CENTRAL HEALTH’S FACILITY DETAILS

| Facility Name: |  |
| Facility address: |  |
| Site Representative/Manager: |  |
| Phone: | Fax: |

**Please Note:** Failure on the part of the contractor to complete with this non-compliance report may result in cancellation of contract.

### OH&S Non-Compliance Notified Date:

### Location of OH&S Non-Compliance:

### Description of OH&S Non-Compliance:

### Action Required:

### Action Required By:
**APPENDIX L – Contractor OH&S - Non-Compliance Report**

<table>
<thead>
<tr>
<th>Comments:</th>
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</table>

**Name:**

Central Health’s Representative

**Date:**


**Name:**

Contract Manager

**Date:**


**Important:** A copy of this report must go to both departments listed below:

**Plant Services and Maintenance**
Fax: (709) 256-5753

**Employee Wellness/Health and Safety**
Fax: (709) 256-5624
Central Health

Contractor’s Safety Handbook
IMPORTANT: Contactors are responsible to review and ensure that all of their employees and subcontractors employees are knowledgeable of the contents of this handbook and this will be verified through the pre-project meeting with Central Health.

All contractors, while on Central Health property, must abide by the regulations of the Newfoundland and Labrador Occupational Health and Safety (OH&S) Act and Regulations. Any contractors or their employees, including sub-contractors, breaching the Act or Central Health safety polices must stop immediately and, upon further investigation, may be required to leave the premises and may be refused re-entry. Prior to commencement of any contracted work, contractors and their workers are required to sign the Contractor’s Safety Agreement and return it to both the Regional Directors of Materials Management and Plant Services & Maintenance or their responsible management representatives.

OH&S RESPONSIBILITIES

Contractor

- Comply with the OH&S requirements outlined by the OH&S Legislation and Central Health.
- Review Contractor’s Safety Handbook and educate all contracted workers in all OH&S aspects of the project.
- Ensure the Contractor’s Safety Agreement is signed and dated by all parties involved.
- Participate in the pre-project meeting and regular site meetings with Central Health’s site representative and/or designate. The contractor must present the signed Contractor’s Safety Agreement to the site representative at the pre-project meeting.
- Notify Central Health prior to performing a task that is likely to create a hazard to a worker of another contractor on the same project, or employees or clients of Central Health.
- Submit written OH&S documentation/manual for the project if requested by Central Health. At a minimum it should outline a completed hazard assessment which illustrates potential/existing hazards and control measures.
- Coordinate with Central Health’s representatives’/designates’ work schedules and tasks to provide safe working conditions for workers and staff.
- Ensure workers have the appropriate qualifications to perform the work.
- Stop work immediately if potential/existing hazards are identified and ensure corrective actions are taken. Report such incidents to the site representative immediately.
- Conduct regular OH&S meetings with their workers and subcontractors. These meeting must be documented.
- Ensure all equipment/personal protective equipment meets legislative requirements, standards, codes, etc. and it is properly used and maintained.
- Ensure that their workers and those of subcontractors are educated as to the various emergency preparedness codes before work commences.
- Report to the site representative and investigate any incidents and accidents that occur on the project. Ensure proper written reports are conducted.
- Comply with any other OH&S directives deemed necessary by Central Health or other bodies to ensure legislative requirements and injury prevention.
Subcontractors

➢ Have the same rights and responsibilities as a contractor (see above list).

Contractor/Subcontractor Employees

➢ Take reasonable care to protect their personal occupational health and safety and the safety of others on the worksite.

➢ Report immediately any hazardous condition and accident/incident to their supervisor.

➢ Attend and participate in safety meetings during a project.

➢ Use all necessary safeguards & safety devices which will protect themselves and others at the worksite.

➢ Wear appropriate and required Personal Protective Equipment (PPE) while on the worksite.

Vendors

➢ Review the Contractor’s Safety Handbook and sign the Safety Agreement initially and annually.

➢ Have the same rights and responsibilities as a contractor (see above list).

PROPERTY PROTECTION

Site Entry

Contractors must, under no circumstances, move outside the area allocated for the work at hand, unless approval is obtained from the site representative. Only the contractor and their designated employees are permitted on site. Under no circumstances are contractors to bring other people onto the site without prior approval from the site representative.

When on Central Health premises:

➢ Only vehicles required to facilitate the work at hand should be at the work site.

➢ Contractor's employees are to park private vehicles in designated areas.

➢ Speed limits are to be observed while travelling on Central Health property. No vehicles are permitted in "No Parking" areas.

Identification

While on Central Health property the contractor and their employees shall be required to wear appropriate identification. The Plant Services & Maintenance Department shall be contacted regarding identification prior to the commencement of any work. The site representative shall require a list of all employees of the contractor on site and have them sign in and out at the beginning and end of each work day. Plant Services & Maintenance Department will provide all contractors and their employees with a contractor ID which must be returned to Plant Services & Maintenance Department upon completion of the project.

Water Usage

Use of water is available in most locations. Use of these facilities must have prior approval of the site representative.
Equipment Deliveries
Contractors are to make all arrangements for delivery, off loading, storage of equipment and stocktaking, etc., prior to its arrival on site with the site representative.

GENERAL SAFETY RULES & REQUIREMENTS

Housekeeping
Contractors must maintain a clean and tidy work area throughout an entire project; such areas would include corridors, aisles, walkways, roads and paths.

When it is necessary to leave the site before completion, all materials, tools, rigging, boards and other debris must be carefully removed from the occupied work area unless in a designated construction zone. There shall be no materials or equipment left overhead or on the roof unless they are secured in place.

Adequate barricades and warnings must be erected around all openings, excavations and obstructions.

On completion of the project, at the end of each shift, and while the work area is unattended, the site is to be left clean and tidy.

Dust Control
Work completed in Central Health facilities should be done in compliance with the standards established under Canadian Standards Association, reference number CSA Z317.13-03 - Infection Control during Construction or Renovation of Health Care Facilities: A Practical Reference Guide.

Smoking
Smoking is not permitted on Central Health property per the Smoke Free Properties policy.

Intoxicating Liquor or Drugs
The contractor or employees of the contractor will not be permitted to enter the site with any intoxicating liquor or drugs or be under the influence of same.

Horseplay
Practical jokes and horseplay on the job can be dangerous and are prohibited.

Communication
Contractors are responsible to identify potential/existing hazards and to communicate how they are doing to mitigate these hazards. If there are any specialized training, material and/or personal protective equipment required then the contractor must communicate these requirements to all parities involved.

Reporting Injuries
All injuries must be reported as soon as possible to the site representative. A serious accident as outlined in section 54 of the OH&S Act must be reported immediately to Department of Government Services – OH&S Division at (709) 729-4444.

Reporting OH&S Concerns
If a contractor or any other party involved within the contract has an OH&S concern or issue they must contact the site representative for guidance.
Inspections

While on Central Health property, contractors may be subject to inspections by the site occupational health and safety committee, the site representative, Director of Employee Wellness/Occupational Health and Safety, other Central Health managers, or Department of Government Services Occupational Health and Safety Inspectors. Contractors who are found to be non-compliant with Central Health occupational health and safety guidelines or provincial occupational health and safety legislation must stop work immediately and, upon further investigation, may be asked to leave the site, may be refused re-entry or have their contract terminated. Any directives issued to contractors by Department of Government Services must be disclosed to Central Health.

SAFE WORK PRACTICES

Asbestos Awareness

Traces of asbestos have been found throughout some of the facilities operated by Central Health. If the contracted work involves potential asbestos exposure then appropriate asbestos abatement procedures must be complied with the contractor must comply with appropriate asbestos abatement procedures. This is to ensure that contracted personnel, staff, visitors and clients are not exposed to asbestos hazards. The site representative must be consulted prior to the commencement of any work which involves potential asbestos exposure.

If a contractor needs to perform work outside of the scope of the tender then the site representative must be notified so that it can be determined if there is a potential for asbestos exposure.

If a contractor is to perform any work in a facility containing asbestos they must be aware of its presence and locations. See Central Health’s Asbestos Management Program for more details.

For more detailed information refer to the Asbestos Abatement Regulations.

Compressed Gas Cylinders

Compressed gas cylinders must be stored, transported and used in a safe manner as per the Canadian Standard Association (CSA) and National Fire Protection Association (NFPA) standards and any other applicable legislation. Contracted workers must prevent cylinders from being dropped or subjected to impact. Also, workers must ensure to close valves and drain hoses once work is completed and valve protective coverings are implemented.

Workers will not use compressed air for any purpose other than for what it is provided. A stream of compressed air shall not be directed towards any person, or to clean down clothing.

For more detailed information refer to the OH&S Regulations Part XXI – Welding, Burning and Cutting Operations.

Medical Gases

Any contractor performing work in walls or ceilings must be aware of the presence of medical gas piping, and procedures must be implemented to ensure that all medical gas codes are met. The site representative must be consulted before work proceeds in any area where medical gases are present.
Tools and Equipment
Contractors must supply all their tools and equipment while working on Central Health property. Contractors may sometimes use special equipment owned by Central Health by prior arrangement with the site representative in charge. The contractor must keep this equipment in safety working order and once finished with this equipment must give it back to Central Health. Contractors are to ensure that all tools and equipment comply with the appropriate CSA standard and OH&S legislation.

The site representative in charge will prohibit the use of equipment, including hand tools, which are considered to be faulty or dangerous. If a tool or equipment is faulty or dangerous it must be tagged out and removed from service immediately.

Operating Equipment
Contracted employees shall not attempt to operate any equipment, machinery, valves, etc, owned by Central Health without prior approval of the site representative. Under no circumstances are contractors or their employees to operate or ride on elevated work platforms without prior approval of the site representative. Fall arrest procedures must be followed and highly visible vests worn by when using elevating work platform.

Any powered lifting equipment or vehicle supplied by contractors will be permitted on site only if the driver is licensed.

Lockout/Tagout
Contractors must ensure to implement lockout/tagout procedures on machinery or equipment per the OH&S legislation. Lockout/tagout procedures protect employees from the potential hazards created by the accidental release of energy. All lockout/tagout out procedures must be approved by the site representative before work commences.

Types of energy include:

- Chemical
- Electrical
- Mechanical
- Potential
- Thermal
- Radiation
- Gravity
- Hydraulic
- Pneumatic
- Steam
- Water (under pressure)

⇒ Lockout – is physically turning off and locking out energy flows from a power source to a circuit or device that utilizes the energy.

⇒ Tagout – is the placement of warning/informational tags on power sources cautioning against restoring energy flows. The tags will also be used to warn to not use defective tools/equipment.

For more detailed information refer to the OH&S Regulations Part IX - De-energization and Lockout
Faulty Equipment and Machinery

If a piece of equipment or machinery is faulty, the contractor must immediately implement a lockout/ tagout procedure and notify the site representative. Faulty equipment and machinery must either be repaired and brought back into service per manufacturer’s specifications or removed and discarded.

Electrical Equipment

Contractors must ensure that only qualified employees perform work on electrical conductors and equipment. Contracted employees shall not tamper with, or remove, any electrical wires / tagging or equipment, nor operate any electrical switch gear on the Central Health premises without the permission of the site representative.

The contractor is to be familiar with the law in relation to the use of electrical hand tools and appliances as well as the Canadian Electrical Code, in particular Section 24 applicable to health care facilities.

Entry into any electrical or mechanical room is prohibited unless:
- The person is certified to work on electrical equipment
- Permission is obtained from the site representative

Entry into high voltage enclosures is prohibited.

For more detailed information refer to the OH&S Regulations – Part XXVI – Electrical Operations

Underground Utilities

Before any underground excavating and drilling with power tools and equipment commences at Central Health premises the site representative must be notified. Contact must be made with the appropriate local utility service and underground utility services in the area must be accurately determined and control measure implemented. This information must be shared, understood and followed by all parties involved before the work begins.

For more detailed information refer to the OH&S Regulations – Part XVIII – Excavation, Underground Work and Rock Crushing

Welding and Cutting

Welding and cutting with the use of arcs, naked flames or grinders are prohibited in some areas. Permits are required for all hot work and may only be issued by the site representative. The site representative may also prescribe precautions that must be followed. All approved hot work permits must be in accordance with Central Health’s Hot Work Policy 2-260.

For more detailed information refer to the OH&S Regulations – Part XXI – Welding, Burning and Cutting Operations

Work Sites

Appropriate barriers and signage must be erected when work is performed in occupied areas, particularly in patient care units.

If protection around the work area is required, it should be in a form that complies with applicable Occupational Health and Safety Regulations and CSA Standards.

Equipment and work barriers must not be erected in such a way as to restrict access to patient rooms, lounges, nursing stations, examination rooms, offices, and other occupied areas.
If clients have to be relocated the site representative must be notified. The site representative will make the appropriate arrangements with nursing staff.

Appropriate warning notices must be erected.

No work may commence along access routes or operating areas without prior approval from the site representative once all necessary precautions have been put in place.

Equipment and any other material posing as a fall hazard must not be thrown from elevated structures - use lifting gear to lower.

**Fall Protection**

The contractor must provide and maintain a fall protection system where its workers are exposed to possible falls from elevated heights as prescribed within the OH&S legislation. The type of fall protection system to be implemented depends on the task/project and the type of risks. The site representative must be consulted prior to any work which would involve fall protection system.

*For more detailed information refer to OH&S Regulations: Part X – Fall Protection*

**Ladders and Scaffolding**

All scaffolding must be erected in accordance with OH&S requirements and CSA standards.

All ladders must be in good condition and must comply with CSA Standards and OH&S legislation.

Ladders must be of a type deemed appropriate for the type of work taking place.

Ladders are not to be used as a substitute for scaffolding.

Contractors will not be allowed to use the Central Health’s ladders unless given specific permission by the site representative.

Portable ladders, while in use, shall be secured in accordance with OH&S legislation.

Ladders which are deemed unsafe must be tagged out, removed and discarded from the workplace.

*For more detailed information refer to OH&S Regulations: Part XI – Scaffolds, Stages and Work Platforms.*

**Roof Access**

Access to the roof is only permitted after the site representative has been informed. Fall protection procedures and equipment must be used as required by the applicable Occupational Health and Safety Regulations.

*For more detailed information to refer to OH&S Regulations: Part X – Fall Protection. Confined Space*  

When work is to be carried out in a confined space as defined in the OH&S Regulations, the site representative must be informed prior to the commencement of work so that appropriate confined space entry procedures may be implemented. All work in confined spaces requires a Confined Space Entry Permit which must be obtained from the site representative. (Confined Space Entry Policy under development)

*For more detailed information refer to OH&S Regulations: Part XXVII – Confined Space Entry*
Hazardous Goods

No material of a hazardous nature is to be brought on site until approval is obtained from the site representative.

All Material Safety Data Sheets (MSDS)/information relating to any such materials must be provided by the contractor prior to beginning work.

Persons handling or transporting hazardous materials must be trained in WHMIS, TDG and/or other pertinent regulations and standards.

For more detailed information refer to Workplace Hazardous Materials Information System Regulations

Personal Protective Equipment (PPE)

Hard hats must be worn in areas where there is a potential for head injuries and/or areas designated by Central Health. Where overhead work of any kind is being conducted, hard hats are compulsory for ground level workers. Contractors are to supply their employees with hard hats.

Safety glasses must be worn whenever there is a risk of damage to eyes, i.e. grinding, chipping, etc. Contractors are to supply their employees with safety glasses.

Appropriate footwear must be worn at all times on site.

Hearing protection (i.e. ear muffs or plugs) is to be worn when noise hazards are created. Contractors are to supply their own employees with such devices.

Respiratory protection must be worn whenever there are respiratory hazards present. Before respiratory protection is worn appropriate training and fit-testing must be performed as per the applicable Occupational Health and Safety Regulations and CSA Standards. Central Health reserves the right to delay any job when an outbreak of an infectious disease requires the use of respiratory protection.

All Personal Protective Equipment must meet Canadian Standard Association (CSA), (National Institute for Occupational Safety and Health (NIOSH) or other accepted standard where applicable.

Important: Employees who are found to be in non-compliance of PPE requirements will receive a verbal warning and depending on the severity of the infraction may receive a recorded warning and/or removal from the project.

For more detailed information refer to OH&S Regulations: Part VII – Personnel Protective Equipment.
DEFINITIONS

**Contractor:** Any person or representative of a firm that is engaged by contract or purchase order to perform repairs and/or maintenance or capital works (i.e. repairs to plant, buildings and works or machine installations, new or modified buildings and works).

**Subcontractor:** An individual or business that signs a contract to perform part or all of the obligations of another's contract.

**Vendor:** An individual or business that provides goods or services to a company and is also known as a supplier. A vendor often manufactures inventory items and sells those items to a customer. In general, contractors provide project work, while vendors provide ongoing services. Vendors may include vending machine technicians, chemical supplier, etc.

**Site Representative:** The individual identified as the contact person in the tender (i.e. Director of Health Services, Regional Director of Plant Maintenance, Manager of Plant Services).

**Qualified Personnel:** All contracted work must be undertaken by appropriately qualified personnel. A qualified person must, at a minimum, possess a recognized degree, certificate, or professional standing, or extensive knowledge, training, and experience, demonstrating their ability to solve or resolve problems relating to the subject matter, the work, or the project.

CONCLUSION

This handbook covers general OH&S requirements for contractors who perform work within Central Health facilities, thus it does not supersede the OH&S Act and Regulations or any other legislative body that the OH&S Act and Regulations prescribes.

CENTRAL HEALTH - CONTACT INFORMATION

Materials Management Department
Central Health Regional Office
21 Carmelite Road
Grand Falls-Windsor, NL A2A 1Y4
Phone: (709) 292-1197
Fax: (709) 489-9291

Plant Services & Maintenance Department
James Paton Memorial Regional Health Centre
125 Trans Canada Highway
Gander, NL A1V 1P7
Phone: (709) 256-5624
Fax: (709) 256-5753

Employee Wellness/Health and Safety Division
James Paton Memorial Regional Health Centre
125 Trans Canada Highway
Gander, NL A1V 1P7
Phone: (709) 256-5983
Fax: (709) 256-5624
CONTRACTOR’S SAFETY AGREEMENT

This states that the undersigned representative of

COMPANY NAME:

ADDRESS:

has read and understood the guidelines in the Central Health “Contractors’ Safety Handbook” and hereby agree to conform to the requirements and obligations as set down within.

Failure to abide by this agreement shall mean that the contractor as stated above will not be allowed to enter the premises of Central Health for the purpose of obtaining or carrying out any contract work.

Name (Please Print):

Title or Position Held:

Date:

Signature:

Important: A copy of this signed agreement is to be returned to both the Regional Director of Materials Management and Plant Services & Maintenance or their responsible management representatives before the commencement of contract work.

CRHA Representative (Please Print):

Signature:
Part II: Contractor’s Employees

It is the responsibility of the contractor to ensure that all employees of the contractor/subcontractor have been provided with the Central Health Contractor’s Safety Handbook for their review and adherence.

By signing below the contractor certifies all employees of the contractor/subcontractor who will be working on Central Health property have reviewed the handbook and agree they will abide by the safety requirements contained therein. Safety infractions by workers of the contractor/subcontractor will be reported to the contractor.

Once a project has commenced the contractor is responsible to ensure at all new assigned workers of a project review and sign this agreement and it is forwarded to the appropriate Central Health Representative.

<table>
<thead>
<tr>
<th>Employer’s Name</th>
<th>Employee’s Name</th>
<th>Employee’s Signature</th>
<th>Date</th>
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</tbody>
</table>
Contractor’s Safety Agreement

Contractor’s Name (Please Print):

Title or Position Held:

Date:

Signature:

CENTRAL HEALTH - CONTACT INFORMATION

Materials Management Department
Central Health Regional Office
21 Carmelite Road
Grand Falls-Windsor, NL A2A 1Y4
Phone: (709) 292-1197
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Employee Wellness/Health and Safety
James Paton Memorial Regional Health Centre
125 Trans Canada Highway
Gander, NL A1V 1P7
Phone: (709) 256-5983
Fax: (709) 256-5624
POLICY

All construction, renovation or maintenance projects must comply with the infection prevention and control guidelines outlined in the referenced Canadian Standards Association (CSA) guidelines. This will ensure the safety and well being of occupants of the health care facilities within Central Health from exposure to microorganisms, such as fungi and moulds that may be disseminated during construction, renovation, or maintenance projects.

PROCEDURE

1. The Canadian Standards Association (CSA) publication *Infection Control During Construction or Renovation of Health Care Facilities* (Z317.13-03) will be followed throughout the duration of any construction, renovation, or maintenance project.

2. A Risk Assessment Analysis must be conducted and an Infection Control Plan developed prior to the start of the project. The necessary preventable measures will be based on the analysis of population risk groups and type of construction activity.

3. A multidisciplinary team shall be formed to oversee the project when a construction, renovation, or maintenance project is planned for Classifications III, III/IV, & IV. Depending on the project the multidisciplinary team will consist of representatives from Facility Planning, Plant Services and Maintenance, Infection Prevention and Control Services (IPCS), Occupational Health and Safety (OH&S) and Environmental Services.

4. Infection Control Preventative Measures shall be clearly outlined in the construction documents by the Project/Team Manager before any project is started.

5. Before construction begins, the Project/Team Manager shall assess all occupied adjacent areas for risk posed to the occupants and appropriate measures required. This also includes the floors above and below the construction area.
6. Construction, renovation, and maintenance activities assessed as requiring Preventative Measures III, III/IV and IV require the completion of Central Health’s “Preventative Measures Analysis” (See Appendix A). This is completed through the Project Coordinator, Facility Planning, IPCS and the General Contractor or Manager, Plant Services and Maintenance (depending on who is completing the project).

7. Changes to the preventative measures may be made only after review and approval from IPCS.

8. All construction, renovation and maintenance projects are subject to routine auditing to ensure preventative measures are being adhered to. This is completed through the “Infection Prevention and Control Audit” (Appendix B).
   i. IPCS or the Manager, Plant Services and Maintenance can conduct audits.
   ii. Auditing will be completed on a routine basis as determined by the Preventative Measures Analysis.
   iii. Any breach in assigned preventative maintenance activities must be corrected immediately and reported to the Project Coordinator and to the Manager, Plant Services and Maintenance who will then inform IPCS regarding follow up.

9. IPCS may stop work on the project if non-compliance with infection control measures is not corrected. This may be necessary to ensure safety for the public and site personnel and for the protection of clients, patients or residents.

10. Should any unforeseen infection control safety issues become evident during performance of work, the project supervisor will immediately stop work and consult with ICPS.
## COMPLETION OF THE PREVENTATIVE MEASURES ANALYSIS

### Step 1:
Using the following table, identify type of Construction Project Type (A-D)

<table>
<thead>
<tr>
<th>Type</th>
<th>Inspection and Non-Invasive Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type A</strong></td>
<td>Inspection and Non-Invasive Activities</td>
</tr>
<tr>
<td></td>
<td>Includes but not limited to:</td>
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<tr>
<td></td>
<td>a) Activities that require removal of no more than one ceiling tile or require wall or ceiling tiles to be opened.</td>
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<tr>
<td></td>
<td>b) Painting (but not sanding), and wall covering</td>
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<tr>
<td></td>
<td>c) Electrical trim work</td>
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<tr>
<td></td>
<td>d) Minor plumbing work that disrupts water supply to a localized patient care area (i.e. 1 room) for less than 15 minutes; and</td>
</tr>
<tr>
<td></td>
<td>e) Other maintenance activities that do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type C</th>
<th>Activities that generate a moderate to high level of dust; requires demolition; require removal of any fixed building components (e.g., sink) or assembly (e.g., countertops, cupboards); or cannot be completed in a single work shift.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Includes but not limited to:</td>
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<tr>
<td></td>
<td>a) Activities that require sanding of a wall in preparation for painting or wall covering</td>
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<td></td>
<td>b) Removal of floor coverings, ceiling tiles, and casework</td>
</tr>
<tr>
<td></td>
<td>c) New wall construction</td>
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<tr>
<td></td>
<td>d) Minor ductwork</td>
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<tr>
<td></td>
<td>e) Electrical work above ceilings</td>
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<td></td>
<td>f) Major cabling activities, and</td>
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<tr>
<td></td>
<td>Plumbing work that disrupts the water supply of more than one patient care area (i.e., two or more rooms) for more than 30 minutes but less than 1 hour.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type D</th>
<th>Activities that generate high levels of dust, and major demolition and construction activities requiring consecutive work shifts to complete.</th>
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<tbody>
<tr>
<td></td>
<td>Includes but not limited to:</td>
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<tr>
<td></td>
<td>a) Activities that involve heavy demolition or removal of a complete cabling system</td>
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<td></td>
<td>b) New construction that requires consecutive work shifts to complete; and</td>
</tr>
<tr>
<td></td>
<td>Plumbing work that disrupts the water supply of more than one patient care area (i.e., two or more rooms) for more than 1 hour.</td>
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</tbody>
</table>
### Step 2:
Using the following table, identify the Patient Risk Group that will be affected. If more than one risk group will be affected, select the higher risk group.

<table>
<thead>
<tr>
<th>Group 1</th>
<th>Lowest Risk</th>
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<tbody>
<tr>
<td></td>
<td>• Office areas</td>
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<td></td>
<td>• Public areas</td>
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<tr>
<td></td>
<td>• Unoccupied wards</td>
</tr>
<tr>
<td></td>
<td>• Laundry and soiled linen cleaning areas</td>
</tr>
<tr>
<td></td>
<td>• Physical plant workshops and Housekeeping</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Group 2</th>
<th>Medium Risk</th>
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<tbody>
<tr>
<td></td>
<td>• All other patient care areas unless stated in Group 3 or 4</td>
</tr>
<tr>
<td></td>
<td>• Outpatient clinics (except for oncology &amp; surgery)</td>
</tr>
<tr>
<td></td>
<td>• Admission and discharge units</td>
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<tr>
<td></td>
<td>• Waiting rooms</td>
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<tr>
<td></td>
<td>• Autopsy and morgue</td>
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<td></td>
<td>• Occupational and Physical therapy areas remote from patient care areas</td>
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<tr>
<th>Group 3</th>
<th>Medium to High Risk</th>
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<tr>
<td></td>
<td>• Emergency room (except trauma rooms)</td>
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<td></td>
<td>• Diagnostic Imaging</td>
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<td>• Birth Unit (non-operating room)</td>
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<td>• Nurseries for healthy newborns (i.e. Family Newborn Unit)</td>
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<td></td>
<td>• Nuclear Medicine</td>
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<td></td>
<td>• Hydrotherapy tank areas (in Physiotherapy)</td>
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<td></td>
<td>• Echocardiography</td>
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<tr>
<td></td>
<td>• Laboratories</td>
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<tr>
<td></td>
<td>• General medicine and surgical units (other than those listed in Group 4)</td>
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<td></td>
<td>• Pediatrics</td>
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<td></td>
<td>• Geriatrics</td>
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<td></td>
<td>• Food preparation, serving, dining areas</td>
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<td></td>
<td>• Respiratory therapy</td>
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<tr>
<td></td>
<td>• Clean linen handling and storage areas</td>
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<thead>
<tr>
<th>Group 4</th>
<th>Highest Risk</th>
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<tr>
<td></td>
<td>• All Intensive Care Areas (NICU &amp; PICU)</td>
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<td></td>
<td>• All Operating Rooms (Birth Unit, Gyne, &amp; Pediatrics), including prep,</td>
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<td>inducting, post-anesthesia care unit (Recovery Room) and scrub areas.</td>
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<td>• Anesthesia storage areas and workrooms</td>
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<td>• Oncology units and outpatient clinics for cancer patients (i.e. 6 North</td>
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<td></td>
<td>Inpatient and Ambulatory)</td>
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<tr>
<td></td>
<td>• Transplant units and outpatient units for transplant patients (i.e. 6 North</td>
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<tr>
<td></td>
<td>Inpatient and Ambulatory)</td>
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<tr>
<td></td>
<td>• Units and outpatient clinics for patients with AIDS or other immunodeficiency</td>
</tr>
<tr>
<td></td>
<td>diseases (i.e. PMU and MDTAU)</td>
</tr>
<tr>
<td></td>
<td>• Dialysis units (6 North or 4th floor dialysis unit)</td>
</tr>
<tr>
<td></td>
<td>• Cardiac catherization and angiography areas</td>
</tr>
<tr>
<td></td>
<td>• Endoscopy or Bronchoscopy areas</td>
</tr>
<tr>
<td></td>
<td>• Cystoscopy</td>
</tr>
<tr>
<td></td>
<td>• Pharmacy admixture rooms</td>
</tr>
<tr>
<td></td>
<td>• Central Sterile Processing Department or any sterile supply rooms</td>
</tr>
<tr>
<td></td>
<td>• Burn car units (5 South)</td>
</tr>
<tr>
<td></td>
<td>• Animal rooms</td>
</tr>
<tr>
<td></td>
<td>• Trauma rooms</td>
</tr>
<tr>
<td></td>
<td>• Protective environment isolation rooms</td>
</tr>
<tr>
<td></td>
<td>• Tissue culture laboratories</td>
</tr>
<tr>
<td></td>
<td>• Dental procedure rooms</td>
</tr>
</tbody>
</table>
Infection Prevention & Control Policy 10-10
Infection Control During Construction, Renovation & Maintenance

Step 3:
Match the Patient Risk Group (low, medium, medium-high, highest) with the planned Construction Project Type (A, B, C, D) to find the Class Precautions (I, II, III, IV) or level of infection control activities required.

<table>
<thead>
<tr>
<th>Construction Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk Group</td>
</tr>
<tr>
<td>Low</td>
</tr>
<tr>
<td>Medium</td>
</tr>
<tr>
<td>Medium-High</td>
</tr>
<tr>
<td>Highest</td>
</tr>
</tbody>
</table>

For Highest risk group and all other shaded areas (Class III, III/IV, & IV) IPCS consult shall be completed. If unsure of the level of risk or if work to take place in a patient care area IPCS shall be contacted.

Step 4:
Using the following table identify the outlined precaution (Class I-IV) and Infection Control Requirements

<table>
<thead>
<tr>
<th>Class I</th>
<th>Engineer/Maintenance Staff &amp; Contractors</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1) Construction/Renovation Activities</td>
</tr>
<tr>
<td></td>
<td>a) Dust Control</td>
</tr>
<tr>
<td></td>
<td>• Immediately replace tiles displaced for visual inspection</td>
</tr>
<tr>
<td></td>
<td>• Vacuum work area</td>
</tr>
<tr>
<td></td>
<td>2) Plumbing Activities</td>
</tr>
<tr>
<td></td>
<td>• Schedule water interruptions during low activity</td>
</tr>
<tr>
<td></td>
<td>• Flush water lines prior to reuse</td>
</tr>
<tr>
<td></td>
<td>• Observe for discolored water</td>
</tr>
<tr>
<td></td>
<td>• Ensure water temperature meets the standards set by the health care facility</td>
</tr>
<tr>
<td></td>
<td>• Ensure gaskets and items made of materials that support the growth of Legionella are not being used</td>
</tr>
<tr>
<td></td>
<td>• Ensure faucet aerators are not installed or used</td>
</tr>
<tr>
<td></td>
<td>• Maintain as dry an environment as possible and report any water leaks that occur to walls and substructures</td>
</tr>
</tbody>
</table>

Environmental Services
1) Plumbing Activities
   • Report discolored water and water leaks to maintenance and IPCS

Medical/Nursing Staff
1) Construction/Renovation Activities
   a) Risk Reduction
      • Minimize patients’ exposure to construction/renovation area
2) Plumbing Activities
   • Report discolored water and water leaks to maintenance and IPCS
### Class II

**Engineer/Maintenance Staff & Contractors**

1) **Construction/Renovation Activities**
   a) **Dust Control**
      - Execute work by methods that minimize dust generation from construction or renovation activities
      - Wet mop and/or vacuum as necessary
      - Provide active means to minimize dust generation and migration into the atmosphere
         - Use drop sheets to control dust
         - Control dust by water misting work surfaces while cutting
         - Seal windows and unused doors with duct tape
         - Seal air vents in construction/renovation area
         - Place dust mat at entrance to and exit from work area
   b) **Ventilation**
      - Disable the ventilation system in the construction/renovation area until the project is complete
      - Monitor need to change and/or clean filters in construction/renovation area
   c) **Debris Removal and Cleanup**
      - Contain debris in covered containers or cover with a moistened sheet before transporting for disposal

2) **Plumbing Activities**
   - Avoid collection tanks and long pipes that allow water to stagnate
   - Consider hyperchlorinating or superheating stagnate water

**Environmental Services**

1) **Construction/Renovation Activities**
   a) **Dust Control**
      - Wet mop and vacuum area with a HEPA filtered vacuum as needed and when work is complete
      - Wipe horizontal surfaces with a disinfectant

**Medical/Nursing Staff**

1) **Construction/Renovation Activities**
   a) **Risk Reduction**
      - Identify high risk patients who may need to be temporarily moved away from the construction zone
      - Ensure that patient care equipment and supplies are protected from dust exposure

Note: The above specifications are to be considered in addition to those listed in Class I.

### Class III

**Engineer/Maintenance Staff & Contractors**

1) **Construction/Renovation Activities**
   a) **Risk Reduction**
      - Ensure that IPCS consultation has been completed and Infection Prevention and control measures have been approved.
**Infection Control During Construction, Renovation & Maintenance**

### Infection Prevention & Control Policy 10-10

#### b) Dust Control
- Erect an impermeable dust barrier from true ceiling (includes area above false ceiling) to the floor consisting of 2 layers of 6ml polyethylene or sheetrock.
- Ensure that windows, doors, plumbing penetrations, electrical outlets and intake and exhaust vents are properly sealed with plastic and duct tape within the construction/renovation area.
- Vacuum air ducts and spaces above ceilings if necessary.
- Ensure that construction workers wear protective clothing that is removed each time they leave the construction site before going into patient care areas.
- Do not remove dust barrier until the project is complete and the area has been cleaned thoroughly and inspected.
- Remove dust barrier carefully to minimize spreading dust and other debris particles associated with the construction project.

#### c) Ventilation
- Maintain negative pressure within the construction zone by using portable HEPA equipped air filtration units.
- Ensure air exhausted directly outside and away from intake vents or filtered through a HEPA filter before being recirculated.
- Ensure ventilation system is functioning properly and is cleaned if contaminated by soil or dust after construction or renovation project is complete.

#### d) Debris Removal & Cleanup
- Remove debris at the end of the workday.
- Erect an external chute if the construction is not taking place on the ground level.
- Vacuum work area with HEPA filtered vacuums daily or more frequently if needed.

### 2) Plumbing Activities
- Flush water lines at construction or renovation site and adjacent patient care areas before patients are readmitted.

### Environmental Services

#### 1) Construction/Renovation Activities
- Increase frequency of cleaning in areas adjacent to the construction zone while the project is under way.
- In collaboration with the ICP ensure that construction zone is thoroughly cleaned when work is complete.

### Infection Prevention and Control Personnel

#### 1) Construction/Renovation Activities

##### a) Risk Reduction
- Move high-risk patients who are in or adjacent to the construction area.
- In collaboration with environmental services ensure that construction zone is thoroughly cleaned when work is complete.
- Inspect dust barriers.

##### b) Traffic Control
- In collaboration with the facility project manager designate a traffic pattern for construction workers that avoids patient care areas and a traffic pattern for clean or sterile supplies and equipment that avoids the construction area.
### Engineering/Maintenance Staff & Contractors

**1) Construction/Renovation Activities**

**a) Dust Control**
- Before starting the construction project, erect an impermeable dust barrier that also has an anteroom.
- Place walk-off mat outside the anteroom in patient care areas and inside the anteroom to trap dust from workers’ shoes, equipment, and debris that leaves the construction zone.
- Ensure that construction workers leave the construction zone through the anteroom so they can be vacuumed with a HEPA filtered vacuum cleaner before leaving the work site; or that they wear cloth or paper coveralls that are removed each time they leave the work site.
- Direct all personnel entering the construction zone to wear shoe covers.
- Ensure that construction workers change the shoe covers each time they leave the work site.
- Repair holes in walls within 8 hours or seal them temporarily.

**b) Ventilation**
- Ensure negative pressure is maintained within the anteroom and construction zone.
- Ensure ventilation systems are working properly in adjacent areas.
- Review ventilation system requirements in the construction area with ICP to ensure the system is appropriate and functioning properly.

**c) Evaluation**
- Review infection control measures with other members of the planning team or delegate to evaluate their effectiveness and identify problems at the end of the construction project.

**2) Plumbing Activities**
- If there are concerns about *Legionella*, consider hyperchlorinating stagnant potable water or superheating and flushing all distal sites before restoring or repressurizing the water system.
### Environmental Services

1) **Construction/Renovation Activities**
   a) **Evaluation**
      - Review Infection Prevention and control measures with other members of the planning team or delegate to evaluate their effectiveness and identify problems at the end of the construction project.

### Infection Prevention and Control Personnel

1) **Construction/Renovation Activities**
   a) **Risk Reduction**
      - Regularly visit the construction site to ensure that preventive measures are being followed. Wear coveralls and shoe covers when visiting the site.
   b) **Evaluation**
      - Review infection control measures with other members of the planning team or delegate to evaluate their effectiveness and identify problems at the end of the construction project.

2) **Plumbing Activities**
   - If there are concerns about *Legionella*, consider hyperchlorinating stagnant potable water or superheating and flushing distal sites before restoring or repressurizing the water system.

### Medical/Nursing Staff

**Staff are not permitted to visit the construction site.**

1) **Construction/Renovation Activities**
   a) **Evaluation**
      - Review infection control measures with other members of the planning team or delegate to evaluate their effectiveness and identify problems at the end of the construction project.

2) **Plumbing Activities**
   - Consider using another source of potable water for patients who are at greatest risk until potable water has been cleared for signs of *Legionella* after major plumbing installation/repairs.

---

**Note:** The above specifications are to be considered in addition to those listed in Class I, II, and III.

### REFERENCES


# Appendix A

## Preventative Measures Analysis

### Infection Prevention and Control Construction & Renovation Guidelines

<table>
<thead>
<tr>
<th>Location of Construction: Carmelite House - GFW</th>
<th>Project Start Date: TBD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Coordinator:</td>
<td>Estimated Duration: TBD</td>
</tr>
</tbody>
</table>

#### Step 1: Identify Construction Activity

<table>
<thead>
<tr>
<th>Type</th>
<th>Activity Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>TYPE A</td>
<td>Inspection, non-invasive activity</td>
</tr>
<tr>
<td>TYPE B</td>
<td>Small scale, short duration, moderate to high Levels</td>
</tr>
<tr>
<td>X TYPE C</td>
<td>Activity generates moderate to high levels of dust, requires &gt; 1 work shift for completion</td>
</tr>
<tr>
<td>TYPE D</td>
<td>Major duration &amp; construction activities requiring consecutive work shifts</td>
</tr>
</tbody>
</table>

#### Step 2: Identify Infection Control Risk Group

<table>
<thead>
<tr>
<th>Type A</th>
<th>Low Risk</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1: Low Risk</td>
<td></td>
</tr>
<tr>
<td>TYPE B</td>
<td>Moderate to high Levels</td>
</tr>
<tr>
<td>GROUP 2: Medium Risk</td>
<td></td>
</tr>
<tr>
<td>X TYPE C</td>
<td>Activity generates moderate to high levels of dust, requires &gt; 1 work shift for completion</td>
</tr>
<tr>
<td>GROUP 3: Medium/High Risk</td>
<td></td>
</tr>
<tr>
<td>TYPE D</td>
<td>Highest Risk</td>
</tr>
<tr>
<td>GROUP 4: Highest Risk</td>
<td></td>
</tr>
</tbody>
</table>

#### Step 3: Match Construction Activity With Risk Group

<table>
<thead>
<tr>
<th>Risk Group</th>
<th>Type A</th>
<th>Type B</th>
<th>Type C</th>
<th>Type D</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low</td>
<td>I</td>
<td>II</td>
<td>II</td>
<td>III/IV</td>
</tr>
<tr>
<td>Medium</td>
<td>I</td>
<td>II</td>
<td>III</td>
<td>IV</td>
</tr>
<tr>
<td>Medium-High</td>
<td>I</td>
<td>III</td>
<td>III/IV</td>
<td></td>
</tr>
<tr>
<td>Highest</td>
<td>I-III</td>
<td>III/IV</td>
<td>III/IV</td>
<td>IV</td>
</tr>
</tbody>
</table>

#### Step 4: Infection Control Requirements

<table>
<thead>
<tr>
<th>CLASS I</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Execute work by methods to minimize raising dust from construction operations.</td>
</tr>
<tr>
<td>2.</td>
<td>Immediately replace any ceiling tile displaced for visual inspection.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLASS II</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Provides active means to prevent air-borne dust from dispersing into atmosphere.</td>
</tr>
<tr>
<td>2.</td>
<td>Water mist work surfaces to control dust while cutting.</td>
</tr>
<tr>
<td>3.</td>
<td>Seal unused doors with duct tape.</td>
</tr>
<tr>
<td>4.</td>
<td>Block off and seal air vents.</td>
</tr>
<tr>
<td>5.</td>
<td>Wipe surfaces with disinfectant.</td>
</tr>
<tr>
<td>6.</td>
<td>Contain construction waste before transport in tightly covered containers.</td>
</tr>
<tr>
<td>7.</td>
<td>Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area.</td>
</tr>
<tr>
<td>8.</td>
<td>Place dust mat at entrance and exit of work area.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLASS III</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Ensure ICP consultation has been completed and infection control measures approved.</td>
</tr>
<tr>
<td>2.</td>
<td>Maintain negative air pressure within work site using HEPA equipped air filtration units.</td>
</tr>
<tr>
<td>3.</td>
<td>Do not remove barriers from work area until complete project is thoroughly cleaned.</td>
</tr>
<tr>
<td>4.</td>
<td>Vacuum work with HEPA filtered vacuum.</td>
</tr>
<tr>
<td>5.</td>
<td>Wet mop with disinfectant.</td>
</tr>
<tr>
<td>6.</td>
<td>Remove barrier materials carefully to minimize spreading of dirt and debris associated construction.</td>
</tr>
<tr>
<td>7.</td>
<td>Contain construction waste before transport in tightly covered containers.</td>
</tr>
<tr>
<td>8.</td>
<td>Consider hyperchlorinating/superheating stagnant water.</td>
</tr>
</tbody>
</table>
### Infection Control During Construction, Renovation & Maintenance

<table>
<thead>
<tr>
<th><strong>CLASS IV</strong></th>
<th><strong>Infection Control Requirements</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Before starting the construction project erect an Impermeable dust barrier with an anteroom.</td>
<td>5. Place a walk-off mat outside the anteroom and inside the anteroom to trap dust from workers shoes &amp; equipment.</td>
</tr>
<tr>
<td>2. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units</td>
<td>6. Do not remove barriers from work area until thoroughly cleaned.</td>
</tr>
<tr>
<td>3. Seal holes, pipes, conduits, and punctures appropriately.</td>
<td>7. Vacuum work area with HEPA filtered vacuums.</td>
</tr>
<tr>
<td>4. Construct anteroom &amp; require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site or they can wear cloth or paper coveralls that are removed each time they leave the work site.</td>
<td>8. Wet mop with disinfectant.</td>
</tr>
</tbody>
</table>

The following Preventative Measures analysis of the construction and renovation project described below has been undertaken with the results provided below:

**Brief Description of Construction or Renovation Project:**

This job is classified as a **Class III/IV**. As clarification of this combined classification it must be noted that an anteroom is to be in place for removal of flooring in areas where carpet or ceramic tile are currently in place. Removal of this type of flooring can create significantly more dust/debris than removal of sheet flooring. This would satisfy the **Class IV** requirement of this project.

The remainder of this project can be considered **Class III** and all of the infection control requirements listed above in Classes I, II & III are to be applied where applicable. Negative pressure ventilation is to be maintained within the worksite throughout the flooring removal phase since this is considered to be an activity that creates significant dust and debris.

Construction traffic through occupied spaces is to be limited as much as possible and traffic routes to be coordinated with facilities management / project coordinator.

All rooms adjacent to worksites that are not included in the project are to be sealed off during removal of flooring material in efforts to prevent intrusion of dust/debris into these spaces. Work site is to be thoroughly cleaned prior to the removal of any barriers.

Office areas and spaces not occupied by residents can be individually addressed as long as there is a proper construction barrier at the entry site and all other doorways/accesses are sealed. Adjoining offices/spaces can be completed as one and this may be necessary in some spaces to satisfy requirement for negative pressure ventilation during removal of existing flooring. Phasing of areas not occupied by residents or emergency room patients is flexible as long as proper infection control procedures are followed and facilities management and the project coordinator are in agreement.

The phasing of this project is to be determined through collaboration between the contractor, project coordinator, and facility management. This is heavily dependent on facility operations that must remain intact. Once phasing has been determined, it can only be altered with mutual agreement of these parties.

Both the long-term care and emergency services functionality must be maintained throughout the project and ‘after-hours’ work would likely be required to accommodate this. Communication with facilities management throughout the project is essential.
## Preventative Measures Analysis Results:

Infection Control/Population Risk Group (1, 2, 3 or 4): 3

Construction activity type (A, B, C or D): C

Preventative measure (I, II, III, or IV): III/IV

<table>
<thead>
<tr>
<th>Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Coordinator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Infection Prevention and Control Services</td>
<td>Quinton Hewlett BN, RN</td>
<td>February 24, 2015</td>
</tr>
<tr>
<td>General Contractor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PART 1    GENERAL

1.1 SECTION INCLUDES
   .1 Title and description of Work.
   .2 Contractor use of premises.
   .3 Owner occupancy.

1.2 WORK COVERED BY CONTRACT DOCUMENTS
   .1 Work of this Contract comprises new roofing, mechanical work, and related exterior building siding modifications as detailed on drawings and specified herein.

1.3 CONTRACTOR USE OF PREMISES
   .1 Coordinate use of premises under direction of Owner’s Representative.
   .2 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.

1.4 OWNER OCCUPANCY
   .1 Owner will occupy premises during entire construction period for execution of normal operations.
   .2 Cooperate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

PART 2    PRODUCTS (NOT APPLICABLE)

PART 3    EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1    GENERAL

1.1    SECTION INCLUDES
   .1 Connecting to existing services.
   .2 Special scheduling requirements.

1.2    RELATED SECTIONS
   .1 Section 01 32 00 – Construct Progress Documentation.
   .2 Section 01 56 00 - Temporary Barriers and Enclosures.
   .3 Owner’s Policies as referenced herein.

1.3    EXISTING SERVICES
   .1 Notify Owner’s Representative and utility companies of intended interruption of services and obtain required permission.
   .2 Where Work involves breaking into or connecting to existing services, give Owner’s Representative a notice of three (3) working days for necessary interruption of mechanical or electrical service throughout course of work. Keep duration of interruptions minimum. Carry out interruptions after normal working hours of occupants, preferably on weekends.
   .3 Provide for pedestrian and vehicular traffic.

1.4    SCHEDULE OF WORK
   .1 Schedule all demolition, cutting and altering existing work, drilling and power activated hammering during normal operating office and health care service hours of 8:30 a.m. to 7:00 p.m. daily, Monday through Sunday.
   .2 Schedule all work in co-ordination with Hospital staff.
   .3 Prepare work schedules and submit to the Owner for approval.

1.5    USE OF AND ACCESS TO SITE
   .1 Contractor’s use of site is generally restricted as follows:
      .1 Storage of materials, set up of Contractor owned or leased plant, equipment, trailers, vehicles and the like is to be confined to sites and locations as designated by the Owner within the property boundaries of the facility.
.2 All employees of the Prime Contractor and those of his Sub-contractors and suppliers are to enter and exit the site using the shortest distance route available.

.3 Parking for vehicles owned or leased by the Contractor’s employees and his subcontractor’s employees is to be designated by the Owner and limited to the number of parking spaces which the Owner sets from time to time.

.2 The Contractor is to maintain security and separation barriers around the work areas.

.3 The Contractor is to ensure that all barriers are in compliance with Occupational Health and Safety Acts and Regulations, Infection Control, Owner Policies and Security requirements specified in other sections of the Contract Documents.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1  SECTION INCLUDES

.1 Coordination work with other contractors and subcontractors under administration of Owner’s Representative.

.2 Scheduled project meetings.

1.2  RELATED SECTIONS

.1 Section 01 11 00 - Summary of Work.

.2 Section 01 91 13 – General Commissioning (Cx) Requirements.

1.3  DESCRIPTION

.1 Coordination of progress schedules, submittals, use of site, temporary utilities, construction facilities, and construction Work, with progress of Work of other contractors and subcontractors under instructions of Owner’s Representative.

1.4  PROJECT MEETINGS

.1 Project meetings to be held at times and locations as determined by Owner’s Representative.

.2 Owner’s Representative will arrange project meetings and record and distribute minutes.

1.5  CONSTRUCTION ORGANIZATION AND START-UP

.1 Within ten (10) working days after award of Contract, request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities.

.2 Establish time and location of meetings and notify parties concerned minimum 5 days before meeting.

.3 Agenda to include following:

.1 Appointment of official representative of participants in Work.

.2 Schedule of Work, progress scheduling in accordance with Section 01 32 00 - Construction Progress Documentation.

.3 Schedule of submission of shop drawings, samples, colour chips in accordance with Section 01 33 00 - Submittal Procedures.

.4 Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences in accordance with Section 01 51 00 - Temporary Utilities.

.5 Delivery schedule of specified equipment in accordance with Section 01 32 00 - Construction Progress Documentation.

.6 Site security in accordance with Section 01 52 00 - Construction Facilities.
Proposed changes, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, and administrative requirements.

Record drawings in accordance with Section 01 78 00 - Closeout Submittals.

Maintenance manuals in accordance with Section 01 78 00 - Closeout Submittals.

Take-over procedures, acceptance, and warranties in accordance with Section 01 77 00 - Closeout Procedures and 01 78 00 - Closeout Submittals.

Monthly progress claims, administrative procedures, photographs, and holdbacks.

Appointment of inspection and testing agencies or firms in accordance with Section 01 45 00 - Quality Control.

Insurances and transcript of policies.

Site specific Construction Safety Plan

Project-specific Infection Control Plan

Comply with Owner’s Representative's allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.

During construction coordinate use of site and facilities through Owner’s Representative's procedures for intra-project communications: Submittals, reports and records, schedules, coordination of drawings, recommendations, and resolution of ambiguities and conflicts.

Comply with instructions of Owner’s Representative for use of temporary utilities and construction facilities.

**ON-SITE DOCUMENTS**

Maintain at job site, one copy each of the following:

- Contract drawings.
- Specifications.
- Addenda.
- Reviewed shop drawings.
- List of outstanding shop drawings.
- Change orders.
- Other modifications to Contract.
- Field test reports.
- Copy of approved Work schedule.
- Health and Safety Plan and other Safety related documents.
- Manufacturers' installation and application instructions.
- Labour conditions and wage schedules.
- Project-specific Infection Control Plan
- Other documents as specified.
1.7 SCHEDULES

.1 Submit preliminary construction progress schedule in accordance with Section 01 32 00 - Construction Progress Documents to Owner’s Representative coordinated with Owner’s Representative's project schedule. Schedule to show anticipated progress stages and final completion of work within time period required by contract documents.

.2 After review, revise and resubmit schedule to comply with project schedule requirements.

.3 During progress of Work revise and resubmit at project progress meetings or as directed by Owner’s Representative.

1.8 SUBMITTALS

.1 Make submittal to Owner’s Representative for review.

.2 Submit preliminary shop drawings, product data and samples in accordance with Section 01 33 00 – Submittal Procedures for review for compliance with Contract Documents; for field dimensions and clearances, for relation to available space, and for relation to Work of other contracts. After review, revise and resubmit for transmittal to Owner’s Representative.

.3 Submit Site-Specific Infection Control Plan for review to Owner’s Representative. Revise and resubmit, as required until approved by project Multi-Disciplinary Team.

.4 Submit requests for payment for review to Owner’s Representative.

.5 Submit requests for interpretation of Contract Documents, and obtain instructions through Owner’s Representative.

.6 Process Change Orders through Owner’s Representative.

.7 Deliver closeout submittals for review by Owner’s Representative.

1.9 COORDINATION DRAWINGS

.1 Provide information required by Owner’s Representative for preparation of coordination drawings.

.2 Review and approve revised drawings for submittal to Owner’s Representative.

.3 Owner’s Representative 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.

1.10 CLOSEOUT PROCEDURES

.1 Notify Owner’s Representative when Work is considered ready for Substantial Performance.
.2 Accompany Owner’s Representative on preliminary inspection to determine items listed for completion or correction.

.3 Comply with Owner’s Representative's instructions for correction of deficient items of Work listed in executed certificate of Substantial Performance and for access to Owner-occupied areas.

.4 Notify Owner’s Representative of completion of items of Work determined in Owner’s Representative's final inspection.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1  RELATED SECTIONS

.1 Section 01 35 30 – Infection Control

.2 Section 01 77 00 - Closeout Procedures.

1.2  SCHEDULES REQUIRED

.1 Submit schedules as follows:

.1 Construction Progress Schedule, including phasing.

.2 Submittal Schedule for Shop Drawings and Product Data.

.3 Submittal Schedule for Samples.

.4 Product Delivery Schedule.

.5 Cash Allowance Schedule for purchasing Products.

.6 Shutdown or closure activity.

.7 Anticipated Site Review (formal) schedule

.8 Operational Impacts to Existing Facilities, if applicable.

.9 Commissioning, handover, testing, off-gassing

.10 Infection Control plan submission, review and implementation.

1.3  FORMAT

.1 Prepare schedule in form of a horizontal bar chart.

.2 Provide a separate bar for each major item of work, trade or operation.

.3 Split horizontally for projected and actual performance.

.4 Provide horizontal time scale identifying first work day of each week.

.5 Format for listings: chronological order of start of each item of work.

.6 Identification of listings: By Systems description.

1.4  SUBMISSION

.1 Submit initial format of schedules within 15 working days after award of Contract.

.2 Submit schedules in electronic format, forward on disc as PDF files.

.3 Submit one opaque reproduction, plus 2 copies to be retained by Owner’s Representative.

.4 Owner’s Representative will review schedule and return review copy within ten (10) working days after receipt.
.5 Resubmit finalized schedule within seven (7) working days after return of review copy.

.6 Submit revised progress schedule with each application for payment.

.7 Distribute copies of revised schedule to:
   .1 Job site office.
   .2 Subcontractors.
   .3 Other concerned parties.

.8 Instruct recipients to report to Contractor within ten (10) working days, any problems anticipated by timetable shown in schedule.

1.5 CRITICAL PATH SCHEDULING

.1 Include complete sequence of construction activities and clearly indicate critical path of activities.

.2 Include dates for commencement and completion of each major element of construction as follows.
   .1 Development / review of Infection Control Plan
   .2 Erection of Infection Control Barriers
   .3 Site clearing.
   .4 Site utilities.
   .5 Foundation Work.
   .6 Structural framing.
   .7 Special Subcontractor Work.
   .8 Equipment Installations.
   .9 Finishes.

.3 Show projected percentage of completion of each item as of first day of month.

.4 Indicate progress of each activity to date of submission schedule.

.5 Show changes occurring since previous submission of schedule:
   .1 Major changes in scope.
   .2 Activities modified since previous submission.
   .3 Revised projections of progress and completion.
   .4 Other identifiable changes.

.6 Provide a narrative report to define:
   .1 Problem areas, anticipated delays, and impact on schedule.
   .2 Corrective action recommended and its effect.
   .3 Effect of changes on schedules of other prime contractors.
1.6 SUBMITTALS SCHEDULE

.1 Include schedule for submitting shop drawings, product data, and samples.

.2 Indicate dates for submitting, review time, resubmission time, last date for meeting fabrication schedule.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1

GENERAL

1.1 SECTIONS INCLUDE

.1 Shop drawings and product data.

.2 Samples.

.3 Certificates and transcripts.

1.2 RELATED SECTIONS

.1 Section 01 32 00 – Construction Progress Documentation.

.2 Section 01 35 30 – Infection Control

.3 Section 01 45 00 – Quality Control

.4 Section 01 78 00 – Closeout Submittals

1.3 ADMINISTRATIVE

.1 This section specifies general requirements and procedures for contractor’s submissions of shop drawings, product data, samples and mock-ups to Owner’s Representative for review. Submit promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.

.2 Do not proceed with work until relevant submissions are reviewed by Owner’s Representative.

.3 Present shop drawings, product data, samples and mock-ups in SI Metric units.

.4 Where items or information is not produced in SI Metric units converted values are acceptable.

.5 Review submittals prior to submission to Owner’s Representative. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and co-ordinated with requirements of Work and Contract Documents. Submittals not stamped, signed, dated and identified as to specific project will be returned without being examined and shall be considered rejected.

.6 Notify Owner’s Representative, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.

.7 Verify field measurements and affected adjacent Work are coordinated.
.8 Contractor’s responsibility for errors and omissions in submission is not relieved by Owner’s Representative’s review of submittals.

.9 Contractor’s responsibility for deviations in submission from requirements of Contract Documents is not relieved by Owner’s Representative review of submission, unless Owner’s Representative gives written acceptance of specific deviations.

.10 Make any changes in submissions which Owner’s Representative may require consistent with Contract Documents and resubmit as directed by Owner’s Representative. When resubmitting, notify Owner’s Representative in writing of revisions other than those requested.

.11 Notify Owner’s Representative, in writing, when resubmitting, of any revisions other than those requested by Owner’s Representative.

.12 Keep one reviewed copy of each submission on site.

.13 Submit Project-specific Infection Control Plan, per Section 01 35 30 – Infection Control

1.4 SUBMITTALS

.1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.

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

.3 Submit drawings stamped and signed by Professional Engineer registered or licensed in the Province of Newfoundland and Labrador.

.4 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.

.5 Allow ten (10) working days for Owner’s Representative review of each submission.

.6 Adjustments made on shop drawings by Owner’s Representative are not intended to change contract price. If adjustments affect value of Work, state such in writing to Owner’s Representative immediately after receipt of approval of shop drawings. If value of work is to change a change order must be issued prior to proceeding with work.

.7 Structural Attachments:
.1 Make changes in shop drawings as Owner’s Representative may require, consistent with Contract Documents. When resubmitting, notify Owner’s Representative in writing of revisions other than those requested.

.8 Accompany submissions with transmittal letter, containing:

.1 Date.
.2 Project title and number.
.3 Contractor's name and address.
.4 Identification and quantity of each shop drawing, product data and sample.
.5 Other pertinent data.

.9 Submissions shall include:

.1 Date and revision dates.
.2 Project title and number.
.3 Name and address of:
   .1 Subcontractor.
   .2 Supplier.
   .3 Manufacturer.
.4 Contractor's stamp, signed by Contractor’s authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
.5 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.

.10 After Owner’s Representative review, distribute copies.

.11 Submit 3 prints plus one electronic copy in PDF format of shop drawings for each requirement requested in specification Sections and as Owner’s Representative may reasonably request.

.12 Submit electronic copy in PDF format of product data sheets or brochures for requirements requested in Specification Sections and as requested by Owner’s
Representative where shop drawings will not be prepared due to standardized manufacture of product.

.13 Delete information not applicable to project.

.14 Supplement standard information to provide details applicable to project.

.15 Cross-reference product data information to applicable portions of Contract Documents.

.16 If upon review by Owner’s Representative, no errors or omissions are discovered or if only minor corrections are made, copies will be returned and fabrication and installation of work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of work may proceed.

1.5 SAMPLES:

.1 Examples of materials, equipment, quality, finishes, workmanship. Label samples with origin and intended use.

.2 Notify Owner’s Representative in writing, at time of submission of deviations in samples from requirements of contract documents.

.3 Where colour, pattern or texture is criterion, submit full range of samples.

.4 Adjustments made on samples by Owner’s Representative are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Owner’s Representative prior to proceeding with Work.

.5 Make changes in samples, which Owner’s Representative may require, consistent with Contract Documents.

.6 Reviewed and accepted samples will become standard of workmanship and material against which installed Work will be verified.

1.6 MOCK-UPS

.1 Erect mock-ups in accordance with Section 01 45 00 - Quality Control.

1.7 PROGRESS PHOTOGRAPHS

.1 Progress photograph to be electronically formatted and labelled as to location and view.

.2 Submit progress photographs to Owner’s Representative weekly and at important construction milestones.
1.8 SHOP DRAWINGS REVIEW
.1 The review of shop drawings by Owner’s Representative is for the sole purpose of ascertaining conformance with the general concept. This review shall not mean that Owner’s Representative approves the detail design inherent in the shop drawings, responsibility for which shall remain with the Contractor submitting same, and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the construction and contract documents. Without restricting the generality of the foregoing, the Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains to fabrication processes or to techniques of construction and installation and for co-ordination of the work of all sub-trades.

1.9 STRUCTURAL ATTACHMENTS
.1 Contractor to engage a third party Professional Structural Engineer, licensed to practice in the Province of Newfoundland and Labrador, for submission of stamped and signed shop drawings indicating acceptable mounting procedures for all equipment which is suspended, mounted or otherwise attached, as per Section 01 91 13 – Commissioning (Cx) Requirements. The Structural Engineer to also verify correct installation of the equipment.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1  REFERENCES

.1 Canadian Standards Association (CSA)
.1 CAN/CSA-Z259.1 Body Belts and Saddles for Work Positioning and Travel Restraint.
.2 CAN/CSA-Z259.10 Full body Harnesses.
.3 CAN/CSA-Z259.11 Energy Absorbers and Lanyards.
.4 CAN/CSA-Z259.2.1 Fall Arresters, Vertical Lifelines and Rails.
.5 FCC No. 301 Standard for Construction Operations.
.7 CSA Z275.4 Competency Standard for Divers Operations.
.8 CSA Z797, Code of Practice for Access Scaffold.


.3 Transportation of Dangerous Goods Act Regulations.

.4 Newfoundland Occupational Health and Safety Act, Amended

.5 Consolidated Newfoundland and Regulations 1149 WMIS Regulations Under the Occupational Health and Safety Act

.6 Consolidated Newfoundland and Regulations Occupational Health and Safety Regulations under the Occupational Health and Safety Act.

.7 Canada Labour Code, Part 2.

.8 National Building Code of Canada.

.9 Department of Transportation and Works Occupational Health and Safety Manual.

1.2  RELATED SECTIONS

.1 Section 01 33 00 - Submittal Procedures.

.2 Section 01 35 30 – Infection Control

.3 Section 01 35 43 - Environmental Procedures.

.4 Section 01 41 00 - Regulatory Requirements.

.5 Section 02 82 00.02 – Asbestos Abatement.
1.3 SUBMITTALS

.1 At least 10 (ten) working days prior to commencing any site work: submit to Owner’s Representative copies of:

.1 A complete Site Specific Health and Safety Plan.
.2 If work entails blasting, submit the following:
   .1 Valid Blaster’s Certificate and Certificates of Qualification acceptable to the OHS Regulations 5/12 under section 419 identifying the Level of Qualification for the project requirements (Journey Persons Blaster Certificate will still be accepted). An acceptable letter of extension of blasters certificate from the Industrial Training Division of the Provincial Department of Education is required when certificate expires (5 years max.). Certificate numbers and names are required for all blasters proposed for the project.
   .2 Temporary Magazine License, when required issued, by Natural Resources Canada.
   .3 Explosives Vehicle Certificate, when required, issued by Transport Canada for transport of explosives regulated under the Transportation of Dangerous Good Act.
   .4 Blaster resume which clearly states and demonstrates:
      .1 Minimum five (5) years of experience in handling, storage and detonation of explosives.
      .2 Training at a blaster’s school which is acceptable to the provincial government.
   .3 If work entails confined space, submit the following:
      .1 Copies of current confined space entry training certificates acceptable to WHSCC, as well as copies of confined space entry programs, confined space assessment, safe work practices and rescue plans.
      .2 Acceptance of the Site Specific Health and Safety Plan and other submitted documents by the Owner’s Representative shall only be viewed as acknowledgement that the contractor has submitted the required documentation under this specification section.
   .3 Owner’s Representative makes no representation and provides no warranty for the accuracy, completeness and legislative compliance of the Site Specific Health and Safety Plan and other submitted documents by this acceptance.
   .4 Responsibility for errors and omissions in the Site Specific Health and Safety Plan and other submitted documents is not relieved by acceptance by Owner’s Representative.

1.4 OCCUPATIONAL HEALTH AND SAFETY (SITE SPECIFIC HEALTH AND SAFETY PLANS)

.1 Conduct operations in accordance with latest edition of the Newfoundland Occupational Health and Safety (OH&S) Act and Regulations, with specific reference to codes and standards referenced therein, and the TW Occupational Health and Safety Manual
.2 Prepare a detailed Site Specific Health and Safety Plan that shall identify, evaluate and control job specific hazards and the necessary control measures to be implemented for managing hazards.

.3 Provide a copy of the Site Specific Health and Safety Plan upon request to Occupational Health and Safety Branch, Services NL, Province of Newfoundland and Labrador and the Owner’s Representative.

.4 The written Site Specific Health and Safety Plan shall incorporate the following:

.1 Hazard assessment results.

.2 Engineering and administrative demonstrative controls (work-practices and procedures) to be implemented for managing identified and potential hazards, and comply with applicable federal and provincial legislation and more stringent requirements that have been specified in these specifications.

.3 An organizational structure which shall establish the specific chain of command and specify the overall responsibilities of contractor’s employees at the work site.

.4 A comprehensive work plan which shall:

.1 define work tasks and objectives of site activities/operations and the logistics and resources required to reach these tasks and objectives.

.2 establish personnel requirements for implementing the plan.

.5 A personal protected equipment (PPE) Program which shall detail PPE:

.1 Selection criteria based on site hazards.

.2 Use, maintenance, inspection and storage requirements and procedures.

.3 Decontamination and disposal procedures.

.4 Inspection procedures prior to, during and after use, and other appropriate medical considerations.

.5 Limitations during temperature extremes, heat stress and other appropriate medical consideration.

.6 An emergency response procedure, refer to Clause 1.5 Supervision and Emergency Response Procedure of this section for requirements.

.7 A hazard communication program for informing workers, visitors and individuals outside of the work area as required. This will include but not be limited to a visitor safety and orientation policy and program that will include education on hazards, required PPE and accompaniment while on site.

.8 A hearing conservation program in accordance with the OHS Regulations.

.9 A recent (current year) inspection form for all powered mobile equipment that will be used in fulfilling the terms of the contract. The inspection form shall, at a minimum, state that the equipment is in a safe operating condition.
.10 A complete listing of employee names, their driver’s license classification, expiry date, endorsements and the type of equipment that they are qualified to operate for the complete scope of work for this project. The Driver’s License Number should not be provided as this is confidential information. Provision of the License Number may breach PIPEDA - the Personal Information Protection and Electronic Documents Act. (Federal Act) or ATIPPA - Access to Information and Protection of Privacy Act - Part IV. (Provincial Act of Newfoundland and Labrador). This shall also include documentation where required of certification in power line hazards.

.11 An acceptable parking policy for all powered mobile equipment to be used on this project. The policy shall, at a minimum, be based on a hazard assessment that considers factors such as equipment type, potential for roll over, load capacity of the parking area, pedestrian and vehicular traffic, and potential for equipment tampering, equipment energy, and equipment contact with power lines.

.12 A diving program which shall contain standard operating procedures to be followed in the diving operation.

.13 A health and safety training program which includes a safety training matrix.

.14 General safety rules.

.5 Periodically review and modify as required each component of the Site Specific Health and Safety Plan when a new hazard is identified during completion of work and when an error or omission is identified in any part of the Site Specific Health and Safety Plan.

.6 Coordinate requirements with Project-Specific Infection Control Plan, per Section 01 35 30 – Infection Control

.7 Review the completeness of the hazard assessment immediately prior to commencing work, when a new hazard is identified during completion of work and when an error or omission is identified.

.1 Be solely responsible for investigating, evaluating and managing any report of actual or potential hazards.

.2 Clearly define accident incident investigation procedures.

.3 Clearly define policy and processes for early and safe return to work.

.4 Retain copies of all completed hazard assessments at the project site and make available to the Owner’s Representative immediately upon request.

.8 Implement all requirements of the Site Specific Health and Safety Plan.

.1 Ensure that every person entering the project site is informed of requirements under the Site Specific Health and Safety Plan.

.2 Take all necessary measures to immediately implement any engineering controls, administrative contacts, personal protective equipment required or termination of work procedures to ensure compliance with the Site Specific Health and Safety Plan.
1.5 SUPERVISION AND EMERGENCY RESCUE PROCEDURE

.1 Carry out work under the direct supervision of competent persons responsible for safety by ensuring the work complies with the appropriate section of OH&S Act and Regulations.

.2 Assign a sufficient number of supervisory personnel to the work site.

.1 Any person assigned to supervisory duties shall not conduct significant work in relation to the contract that inhibits them from the ability to properly supervise the work site.

.3 Provide a suitable means of communications and check-in for workers required to work alone.

.4 Develop an emergency rescue plan for the job site and ensure that supervisors and workers are trained in the emergency rescue plan.

.5 The emergency response plan shall address, as a minimum:

.1 Pre-emergency planning.
.2 Personnel roles, lines of authority and communication.
.3 Emergency recognition and prevention.
.4 Safe distances and places of refuge.
.5 Site security and control
.6 Evacuation routes and procedures
.7 Decontamination procedures which are not covered by the site specific safety and health plan.
.8 Emergency medical treatment and first aid.
.9 Emergency alarm, notification and response procedures including procedures for reporting incidents to local, provincial and federal government departments.
.10 PPE and emergency equipment.
.11 Procedures for handling emergency incidents.
.12 Site specific emergency response training requirements and schedules.

.6 The emergency response procedures shall be rehearsed regularly as part of the overall training program.

.7 Provide adequate first aid facilities for the jobsite and ensure that a minimum number of workers are trained in first aid in accordance with the Occupational Health and Safety First Aid Regulations.
1.6 CONTRACTORS SAFETY OFFICER

.1 The contractor shall employ a Contractor’s Safety Officer (CSO) who shall have as a minimum successfully completed the following training, and must have current credentials for those that have expiration dates:

<table>
<thead>
<tr>
<th>Training</th>
<th>Details</th>
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<tbody>
<tr>
<td>.1</td>
<td>Training in hazardous materials management and response/protocols.</td>
</tr>
<tr>
<td>.2</td>
<td>Training in the use, maintenance of fall protection systems certified by WHSCC at a minimum.</td>
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<tr>
<td>.3</td>
<td>Training in the inspection of scaffolding in accordance with CSA Z797.</td>
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<tr>
<td>.4</td>
<td>Training in confined space entry protocols, techniques and rescue plans, certified by WHSCC at a minimum.</td>
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<tr>
<td>.5</td>
<td>Supervisory training.</td>
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<tr>
<td>.6</td>
<td>Training in records and statistics.</td>
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<td>.7</td>
<td>Training is hazard identification, inspections, analysis and control.</td>
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<tr>
<td>.8</td>
<td>Training in WHMIS.</td>
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<td>.9</td>
<td>Training in health and safety program content.</td>
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<td>.10</td>
<td>Training in investigations and reporting.</td>
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<td>.11</td>
<td>Training in occupational health/hygiene.</td>
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<td>.12</td>
<td>Training in employee training and communication.</td>
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<td>.13</td>
<td>Training in Emergency Preparedness and First Aid.</td>
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<td>.14</td>
<td>A working knowledge of, and experience satisfactory to the Department, using the occupational safety and health legislation and regulations specific to Newfoundland and Labrador.</td>
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<tr>
<td>.15</td>
<td>Experience, satisfactory to the Department, with the safe work practices required for execution of the work and operation of equipment specific to the project.</td>
</tr>
<tr>
<td>.16</td>
<td>Experience, satisfactory to the Department, in developing and monitoring site safety and housekeeping policies.</td>
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</table>
Experience, satisfactory to the Department, in developing and monitoring a preventative maintenance and inspection program for Construction Site Equipment.

The CSO shall:

Be responsible for developing, implementing, daily enforcement, monitoring and updating of the Site Specific Health and Safety Plan.

Be responsible for the delivery of the site safety orientation and ensure that the personnel who have not been orientated are not permitted to enter the site. This applies to workers, inspectors and visitors.

Report directly to and be under direction of the Site Superintendent or Contractor’s Project Manager.

Prior to mobilization on-site, hold an orientation meeting with the contractors, subcontractors and Owner’s Representative to review project occupational health and safety. Include but not limit meeting to a review of:

Site Specific Health and Safety Plan.

Construction Safety Measures.

Supervision and Emergency Rescue Procedures.

Hazard Assessments

Maintain a daily log of inspections, meetings, infractions and mitigating measures. Log is to be filed daily and copies to be provided to the Site Superintendent and Owner’s Representative.

HEALTH AND SAFETY COMMITTEE

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

RESPONSIBILITY

Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.

Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with Site Specific Health and Safety Plan.

Where safety risks exist, the contractor must stop the work until such time as the risk can be mitigated to a safe level.

Take appropriate steps to ensure that the hazards are mitigated to a safe level, workers are notified of the hazards and how to protect themselves. As well, workers must be provided with any new safe work practices or information regarding mitigation of the risk.
1.10 UNFORSEEN HAZARDS
.1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction. Advise Owner’s Representative verbally and in writing.

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

.2 Provide and maintain training of workers, as required, by Federal and Provincial legislation.

.3 Provide copies of all training certificates to Owner’s Representative for review, before a worker is to enter the work site.

.4 Authorized visitors shall not access the work site until they have been:
   .1 Notified of the names of persons responsible for implementing, monitoring and enforcing the Site Specific Health and Safety Plan.
   .2 Briefed on safety and health hazards present on the site.
   .3 Instructed in the proper use and limitations of personal protective equipment.
   .4 Briefed as the emergency response protocol including notification and evacuation process.
   .5 Informed of practices and procedures to minimize risks from hazards and applicable to activities performed by visitors.
   .6 Accompanied while on site, and provided with the appropriate PPE.

.5 All workers will be instructed and trained on the hazards associated with work they will perform and how to protect themselves. This will include a review of all safe work
practices, the reporting and documentation of hazards, reporting accidents and injuries as well as, formal training in areas of high risk (i.e. fall protection, power line hazards, traffic control persons training).

.6 The work site shall have the appropriate number of persons trained in emergency and Standard First Aid according to the First Aid Regulations.

1.12 CONSTRUCTION SAFETY MEASURES

.1 Observe construction safety measures of National Building Code, latest edition, Provincial Government, OH&S Act and Regulations, Workplace Health and Safety Compensation Commission and Municipal Authority provided that in any case of conflict or discrepancy more stringent requirements shall apply.

.2 Administer the project in a manner that will ensure, at all times, full compliance with Federal and Provincial Acts, regulations and applicable safety codes and the Site Specific Health and Safety Plan.

.3 Provide Owner’s Representative with copies of all orders, directions and any other documentation, issued by the Occupational Health and Safety Branch, Services NL, immediately after receipt.

1.13 POSTING OF DOCUMENTS

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

1.14 HEALTH AND SAFETY MONITORING

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

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

1.15 NOTIFICATION

.1 For projects exceeding thirty (30) days or more, the contractor shall, prior to the commencement of work, notify in writing the Occupational Health and Safety Branch, Services NL with the following information:

.1 Name and location of construction site.
.2 Company name and mailing address of contractor doing the work.
.3 The number of workers to be employed.
.4 A copy of the Site Specific Health and Safety Plan if requested.
1.16 CORRECTION OF NON-COMPLIANCE

.1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Owner’s Representative.

.2 Provide Owner’s Representative with written report of action taken to correct non-compliance of health and safety issues identified within ten (10) working days.

.3 Owner’s Representative may stop work if non-compliance of health and safety regulations is not corrected.

1.17 WHMIS

.1 Ensure that all controlled products are in accordance with the Workplace Hazardous Materials Information System (WHMIS) Regulations and Chemical Substances of the OH&S Act and Regulations regarding use, handling, labelling, storage, and disposal of hazardous materials.

.2 Deliver copies of relevant Material Safety Data Sheets (MSDS) to job site and the Owner’s Representative. The MSDS must be acceptable to Labour Canada and Health and Welfare Canada for all controlled products that will be used in the performance of this work. All MSDS should be located in accessible locations for all workers and visitors throughout the site, bound and organized in binders.

.3 Train workers required to use or work in close proximity to controlled products as per OH&S Act and Regulations.

.4 Label controlled products at jobsite as per OH&S and Regulations and WHMIS.

.5 Provide appropriate emergency facilities as specified in the MSDS where workers might be exposed to contact with chemicals, e.g. eye-wash facilities, emergency shower.

   .1 Workers to be trained in use of such emergency equipment.

.6 Contractor shall provide appropriate personal protective equipment as specified in the MSDS where workers are required to use controlled products.

   .1 Properly fit workers for personal protective equipment
   .2 Train workers in care, use and maintenance of personal protective equipment.

.7 No controlled products are to be brought on-site without prior approved MSDS.

.8 The MSDS are to remain on site at all times.

1.18 OVERLOADING

.1 The Contractor’s Full Time CSO and/or Site Superintendent shall ensure no part of work or associated equipment is subjected to loading that will endanger its safety or will cause permanent deformation.
1.19 FALSEWORK
   .1 Design and construct falsework in accordance with CSA S269.1.

1.20 SCAFFOLDING
   .1 Design, erect, inspect, operate, modify, and dismantle scaffolding in accordance with CSA Z797, the OH&S Act and Regulations, and the scaffold manufacturer’s written instructions.
   .2 Provide trained and certified Competent Scaffold Erectors for all scaffold erection, modification and dismantling. Training certification must be valid at time of erection, modification and dismantling of scaffold.
   .3 Conduct and document daily inspections of scaffolding by trained and certified Competent Scaffold Inspectors or Erectors. Training certification must be valid at the time of inspection.
   .4 Provide a scaffold tagging system as described in CSA Z797.
   .5 Ensure that all industry best practices for safe scaffold usage, including fall protection, proper loading, safe access, electrical hazards, exit door management and other concerns are strictly adhered to.

1.21 WORKING AT HEIGHTS
   .1 Ensure that fall restraint or fall arrest devices are used by all workers working at elevations greater than 3.05 meters above grade or floor level in accordance with CSA Z259, where alternate fall protection systems are not provided in accordance with Occupational Health and Safety Act and Regulations.
   .2 All workers performing work at height and who will be required to utilize a fall arrest system must be trained in a fall protection program certified by the WHSCC. Training must be current and valid at the time of use.
   .3 Prior to working at height workers shall be instructed in a Contractor Safe Work Practice for working at height and associated Rescue Plan for working at heights, developed specific to the work to be performed, locations and risks.

1.22 PERSONAL PROTECTIVE EQUIPMENT
   .1 Ensure workers on the jobsite use personal protective equipment appropriate to the hazards identified in the Site Specific Health and Safety Plan and those workers are trained in the proper care, use, and maintenance of such equipment.
   .2 PPE selections shall be based on an evaluation of the performance characteristics of the PPE relative to the requirements and limitations of the site, task-specific conditions, duration and hazards and potential hazards identified on site. PPE must also be fitted for the worker.
.3 Provide workers and visitors to the site with proper respiratory protection equipment.

.1 No work shall be performed in an area where an airborne contaminant exceeds recommendations of the ACGIH, do not meet the appropriate standards for the specific contaminants or are not in accordance with the OHS regulations.

.2 Respiratory protection shall be provided in accordance with the requirements of the Occupational Health and Safety Branch, Services NL and these specifications.

.3 Establish, implement and maintain a respirator inspection and maintenance program in accordance with the CSA standard identified in the OHS Regulations.

.4 Copies of all respirator owners’ maintenance manuals shall be kept at all times at the contractor’s site office.

.4 Provide and maintain a supply of dermal protection equipment to allow visitors and all workers proper dermal protection.

.1 Dermal protection shall be sufficient to act as a protective barrier between the skin and an airborne contaminant or hazardous material. Dermal protection shall also be provided for all physical hazards.

.2 Dermal protection equipment shall not be used after exceeding 75% of the break through time. The break through time shall be based on the contaminant which requires the least amount of time to break through the protective equipment.

.3 Copies of all dermal protection user specifications, owners and maintenance manuals shall be kept at all times at the contractor’s site office.

.4 Establish, implement and maintain air inspection program to ensure proper dermal protection in accordance with CSA, NIOSH, U.S. EPA and manufacturer’s requirements.

.5 Provide all workers and up to five (5) visitors to the site with proper hearing protection. Workers and visitors shall not be exposed to noise levels greater than 85 dB (A) over an eight hour shift without proper hearing protection, in accordance with the Hearing Conservation Program.

.6 Provide all workers and up to five (5) visitors to the site with CSA approved eye protection sufficient to act as a protective barrier between the eye and airborne contaminants, hazardous materials and physical hazard.

.7 Provide workers and up to five (5) visitors to the site with CSA approved hard hats meeting the CSA Z94.1.

.8 Provide high visibility apparel as defined in Occupational Health and Safety Regulations.

.9 Provide CSA approved safety boots meeting CSA Z195.

.10 Provide other personal protective equipment, as may be required by the owner, depending on duties being performed.
1.23  TRAFFIC CONTROL

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

1.24  EXCAVATION SAFETY

.1  Protect excavations more than 1.25 metres deep against cave-ins or wall collapse by side wall sloping to the appropriate angle of repose, an engineered shoring/sheathing system or an approved trench box.

   .1  Provide a ladder which can extend from the bottom of the excavation to at least 0.91 metres above the top of the excavation.

   .2  Ensure that all excavations less than 1.25 metres deep are effectively protected when hazardous ground movement may be expected.

   .3  Design trench boxes, certified by a registered Professional Engineer, and fabricated by a reputable manufacturer. Provide the manufacturer’s Depth Certificate Statement permanently affixed. Use trench boxes in strict accordance with manufacturer’s instructions and depth certification data.

   .4  For excavations deeper than six (6) metres, provide a certificate from a registered Professional Engineer stating that the protection methods proposed have been properly designed in accordance with accepted engineering practice. The engineer’s certificate shall verify that the trench boxes, if used, are properly designed and constructed to suit the depth and soil conditions.

   .5  Ensure that the superintendent and every crew chief, foreperson and lead hand engaged in trenching operations or working in trenches have in his/her possession a copy of Occupational Health and Safety Regulations: Part XVII: Construction, Excavation and Demolition and Part XVIII: Excavation, Underground Work and Rock Crushing.

1.25  BLASTING OPERATIONS

.1  Ensure blasting operations are carried out under the direct visual supervision of a certified Blaster either registered with the Industrial Training Division of the Department of Education or has been issued a certificate from completion of a program approved by Service NL. Ensure that the certificate level is appropriate for the blasting activities which will occur. Comply with the requirements of:

   .1  Explosives Act.
   .2  Explosives Regulations.
   .3  Newfoundland Regulation 5/12, Occupational Health and Safety Regulations.
   .4  Role of certified blaster set out in section 419 of the Occupational Health and Safety Regulations 5/12.
.2 Store explosives in accordance with the “Explosives Act (Canada)” and transport, handle and use in the manner prescribed by the manufacturer of the substance and subject to specific regulations. An inventory of explosives shall be kept.

.3 Ensure that workers required to transport explosives have a valid Transportation of Dangerous Goods Training Certification in accordance with the “Act to Promote Public Safety in the Transportation of Dangerous Goods, and the “Explosives Act (Canada)”.

Vehicle used to transport explosives on site shall be placarded and explosives shall be transported in containers lined with wood (reference section 428 of the Occupational Health and Safety Regulations 5/12 comply with section 42. Detonators shall not be placed in a magazine or daybox with other types of explosives or in a compartment of a vehicle with another type of explosive.

.4 Use of explosives on site shall comply with the Occupational Health and Safety Regulations 5/12 General Blasting requirements set out in Part XIX of the Regulations.

.5 Loaded holes shall be clearly identified with barricades put in place to prevent access to the holes. Drilling shall not be done closer to a loaded bore hole than a distance half the total depth of the hole being drilled and in no case shall drilling be conducted at a distance closer than 6.0 m from a loaded borehole. Drill cuttings shall not be used as stemming material.

.6 Advise the public by suitable public notices, advertisements, house to house contacts etc. for blasting operations in close proximity to areas occupied by the public. Advise of the warning device to be sounded and the procedure to be used before detonation of individual blasts. Roads and approaches to the danger area to be guarded or barricaded to prevent anyone from entering. Loaded holes which have not been fired by the end of the day shall not be left unattended.

.7 Prior to detonation of a blast, give sufficient warning in every direction and ensure that all persons have reached a place of safety before the blast is fired.

.8 File an Emergency Response Assistance Plan with the Explosives Branch, Natural Resources Canada.

.9 Blaster shall:

.1 Be solely responsible for implementation of the Explosives Management Program.

.2 Have a valid blaster’s safety certificate from the Department of Education Division of Institutions and Industrial Education, and have a valid temporary Magazine License, when required issued by Natural Resources Canada, for storage and explosives.

.3 Possess a thorough working knowledge of the Federal Explosives Act and Provincial Regulations.

.4 Possess a specialized training in handling storage and detonation of explosives.

.5 Keep a field journal concerning the blast activities.
1.26  CONFINED SPACE WORK

.1 Comply with the Newfoundland and Labrador Occupational Health and Safety Regulations.

.2 Ensure a hazard assessment has been conducted related to the confined space and the work to be performed within the space.

.3 Provide approved air monitoring equipment where workers are working in confined spaces and ensure any test equipment to be used is calibrated, in good working order and used by trained persons.

.4 Ensure all required PPE is provided to the workers and workers are trained in its use, care and selection.

.5 Develop a confined space entry (CSE) program specific to the nature of work performed and in accordance with OH&S Act and Regulations and ensure supervisors and workers are trained in the confined space entry program. This shall include training on the CSE permit system, rescue plan, testing, communication equipment and all equipment and safe work procedures conducted in and around the confined space.

.1 Ensure that personal protective equipment and emergency rescue equipment appropriate to the nature of the work being performed is provided and used.

.6 Provide and maintain training of workers through a provider certified by the WHSCC.

.7 Provide Owner’s Representative with a copy of an “Entry Permit” for each entry into the confined space to ensure compliance Provincial Legislation.

1.27  HAZARDOUS MATERIALS

.1 Should material resembling hazardous materials (e.g. asbestos/mould) not previously identified/documented be encountered during the execution of work, stop work and notify Owner’s Representative. Do not proceed until written instructions have been received from Owner’s Representative.

.2 Unless otherwise noted the services of a recognized Environmental Consultant to provide all air monitoring and testing services required by regulatory requirements for hazardous materials abatement and repair.

1.28  HEAVY EQUIPMENT

.1 Ensure mobile equipment used on jobsite is of the type specified in OH&S Act and Regulations fitted with a Roll Over Protective (ROP) Structure and Falling Object Protective (FOP) Structure.

.2 Provide certificate of training in Power Line Hazards for operators of heavy equipment.
.3 Obtain written clearance from the power utility where equipment is used in close proximity to (within 5.5 metres) overhead or underground power lines.

.4 Equip cranes with:
   .1 A mechanism which will effectively prevent the hook assembly from running into the top boom pulley.
   .2 A legible load chart.
   .3 A maintenance log book.

1.29 TREE AND BRUSH CLEARING

.1 Ensure workers using chain saws wear the following safety equipment:
   .1 CSA safety hat.
   .2 Hearing protection, e.g. ear muffs.
   .3 CSA approved chain saw pants.
   .4 CSA approved chain saw boots.
   .5 CSA approved eye protection.

.2 Ensure that all workers using brush saws wear the following safety equipment:
   .1 CSA approved safety hat fitted with face screen or shield or approved safety glasses.
   .2 Hearing protection, e.g. ear muffs.
   .3 CSA approved safety footwear.

.3 Equip chain saws with a safety chain break.

.4 A safe work practice (SWP) must be developed, implemented and all workers trained in the SWP prior to undertaking such tasks and utilizing tree and brush clearing equipment.

1.30 WORK STOPPAGE

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

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1 GENERAL

1.1 FIRES
.1 Fires and burning of rubbish on site not permitted.

1.2 DISPOSAL OF WASTES
.1 Do not bury rubbish and waste materials on site.
.2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

1.3 DRAINAGE
.1 Provide temporary drainage and pumping as necessary to keep excavations and site free from water.
.2 Do not pump water containing suspended materials into waterways, sewer or drainage systems.
.3 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

1.4 SITE CLEARING AND PLANT PROTECTION
.1 Protect trees and plants on site and adjacent properties where indicated.
.2 Wrap in burlap, trees and shrubs adjacent to construction work, storage areas and trucking lanes, and encase with protective wood framework from grade level to height of 2 m.
.3 Protect roots of designated trees to dripline during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
.4 Minimize stripping of topsoil and vegetation.
.5 Restrict tree removal to areas indicated or designated by Owner’s Representative.

1.5 WORK ADJACENT TO WATERWAYS
.1 Do not operate construction equipment in waterways.
.2 Do not use waterway beds for borrow material.
.3 Do not dump excavated fill, waste material or debris in waterways.
.4 Design and construct temporary crossings to minimize erosion to waterways.

.5 Do not skid logs or construction materials across waterways.

.6 Avoid indicated spawning beds when constructing temporary crossings of waterways.

.7 Do not blast under water or within 100 m of indicated spawning beds.

1.6 POLLUTION CONTROL

.1 Maintain temporary erosion and pollution control features installed under this contract.

.2 Control emissions from equipment and plant to local authorities emission requirements.

.3 Prevent sandblasting and other extraneous materials from contaminating air beyond application area, by providing temporary enclosures.

.4 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

1.7 NOTIFICATION

.1 Owner’s Representative will notify Contractor in writing of observed non-compliance with Federal, Provincial or Municipal environmental laws or regulations, permits, and other elements of environmental protection. Contractor: after receipt of such notice, inform Owner’s Representative of proposed corrective action and take such action as approved by Owner’s Representative.

.2 Owner’s Representative may issue stop order of work until satisfactory corrective action has been taken.

.3 No time extensions will be granted or equitable adjustments allowed to Contractor for such suspensions.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1  RELATED SECTIONS
   .1 Section 02 82 00.02 – Asbestos Abatement

1.2  REFERENCES AND CODES
   .1 Perform Work in accordance with National Building Code of Canada (NBC) including
       all amendments up to tender closing date and other codes of provincial or local
       application provided that in case of conflict or discrepancy, more stringent requirements
       apply.
   .2 Meet or exceed requirements of:
       .1 Contract documents.
       .2 Specified standards, codes and referenced documents.

1.3  HAZARDOUS MATERIAL DISCOVERY
   .1 Asbestos: stop work immediately should materials believed to contain asbestos be
       encountered in during the execution of the work and notify Owner’s Representative. Do
       not proceed until written instructions have been received from Owner’s Representative.
       Perform asbestos abatement and repair in accordance with Newfoundland and Labrador
   .2 Mould: stop work immediately should material resembling mould be encountered during
       the execution of work and notify Owner’s Representative. Do not proceed until written
       instructions have been received from Owner’s Representative.

1.4  BUILDING SMOKING ENVIRONMENT
   .1 Comply with smoking restrictions.

1.5  RELICS AND ANTIQUITIES
   .1 Protect relics, antiquities, items of historical or scientific interest such as cornerstones
       and contents, commemorative plaques, inscribed tablets, and similar objects found
       during course of work.
   .2 Give immediate notice to Owner’s Representative and await Owner’s Representative’s
       written instructions before proceeding with work in this area.
   .3 Relics, antiquities and items of historical or scientific interest remain Her Majesty’s
       property.
PART 2  PRODUCTS (NOT APPLICABLE)

PART 3  EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1  RELATED DOCUMENTS

.1 Drawings and general provisions of this contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

1.2  INDUSTRY STANDARDS

.1 Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made part of the Contract Documents by reference.

.2 All construction industry standards referenced in this specification to meet the edition of the standard referenced by the National Building Code of Canada (NBC). If the construction industry standard is not referenced in the National Building Code of Canada (NBC), the latest edition of the standard shall apply.

.3 Each entity engaged in construction on this Project must be familiar with construction industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Construction Documents.

.1 Where copies of construction industry standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available upon request.

1.3  ABBREVIATIONS AND ACRONYMS FOR INDUSTRY ORGANIZATIONS

.1 Where abbreviations and acronyms are used, they shall mean the recognized name of the entities in the following list. Names are believed to be accurate and up-to-date as of the date of the Contract Documents.

.2 Industry Organizations:

.1 Air Conditioning and Mechanical Contractors Association (AMCA).
.2 Air Conditioning and Refrigeration Institute (ARI).
.3 Americans with Disability Act (ADA).
.4 Air Movement and Control Association (AMCA).
.5 The Aluminum Association, Inc. (AA).
.6 American Architectural Manufacturers Association (AAMA).
.7 American Association of State Highway and Transportation Officials (AASHTO).
.8 American Association of Textile Chemists and Colourists (AATCC).
.9 American Bearing Manufacturers Association (ABMA).
.10 American Boiler Manufacturer's Association (ABMA).
.11 American Concrete Institute (ACI).
.12 American Industrial Hygiene Association (AIHA).
.13 American Institute of Steel Construction (AISC).
.14 American Iron & Steel Institute (AISI).
.15 American National Standards Institute (ANSI).
.16 American Petroleum Institute (API).
.17 American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE).
.18 American Society of Mechanical Engineers (ASME).
.19 American Society of Sanitary Engineer’s (ASSE).
.20 American Society for Testing and Materials (ASTM).
.21 American Water Works Association (AWWA).
.22 American Welding Society (AWS).
.23 American Wood-Preservers' Association (AWPA).
.24 Architectural Woodwork Institute (AWI).
.25 Architectural Woodwork Manufacturers Association of Canada (AWMAC).
.26 Asphalt Institute (AI).
.27 Associated Air Balance Council (AABC).
.28 Association of the Wall and Ceilings Industries International (AWEI).
.29 Atomic Energy Control Board Regulations.
.30 Brick Industry Association (BIA).
.31 Building Industry Consulting Services International (BICSI).
.32 Canada Green Building Council (CaGCB).
.33 Canada Labour Code.
.34 Canadian Council of Ministers of the Environment (CCME).
.35 Canadian Code for Preferred Packaging.
.36 Canadian Construction Materials Centre (CCMC).
.37 Canadian Environmental Protection Act (CEPA).
.38 Canadian Gas Association (CGA).
.39 Canadian General Standards Board (CGSB).
.40 Canadian Institute of Steel Construction (CISC).
.41 Canadian Nursery Landscape Association (CNLA).
.42 Canadian Paint Manufacturer’s Association (CPMA).
.43 Canadian Roofing Contractors' Association (CRCA).
.44 Canadian Sheet Steel Building Institute (CSSBI).
.45 Canadian Standards Association (CSA).
.46 Canadian Steel Door and Frame Manufacturers' Association (CSDFMA).
.47 Canadian Urethane Foam Contractors' Association Inc. (CUFCA).
.48 Carpet and Rug Institute (CRI).
.49 Ceramic Tile Institute (CTI).
.50 Consumer Electronics Association (CEA).
.51 Cooling Technology Institute (CTI).
.52 Department of Justice Canada (Jus).
.53 Electrical and Electronic Manufacturers' Association of Canada (EEMAC).
.54 Electronic Industries Alliance (EIA).
.55 Environment Canada (EC).
.56 The Environmental Choice Program.
.57 Environmental Protection Agency (EPA).
.58 Environmental Protection Services (EPS).
.59 ETL Listing Laboratories (ETL).
.60 Factory Mutual (FM).
.61 Federal Communications Commission (FCC).
.62 Flat Glass Manufacturers Association (FGMA).
.63 Green Seal Environmental Standards.
.64 Health Canada - Workplace Hazardous Materials Information System (WHMIS).
.65 Hydraulics Institute (HI).
.66 Hydronic Institute of Boiler and Radiator Manufacturers (IBR).
.67 Industry Canada - Terminal Attachment Program.
.68 Institute of Electrical and Electronics Engineers (IEEE).
.69 Institute for Research in Construction (IRC).
.70 Insulated Cable Engineers Association (ICEA).
.72 International Masonry Industry All-Weather Council (IMIAC).
.73 International Standards Organization (ISO).
.74 Laminators Safety Glass Association (LSGA).
.75 Manufacturer's Standardization Society of the Valve and Fittings Industry (MSS).
.76 Master Painters Institute (MPI).
.78 National Association of Architectural Metal Manufactures (NAAMM).
.79 National Association of Corrosion Engineers (NACE).
.80 National Building Code of Canada (NBC).
.81 National Bureau of Standards/Products Standard (NBS/PS).
.82 National Electrical Manufacturers Association (NEMA).
.83 National Environmental Balancing Bureau (NEBB).
.84 National Fire Code of Canada (NFC).
.85 National Fire Protection Association (NFPA).
.86 National Floor Covering Association (NFCA).
.87 National Hardwood Lumber Association (NHLA).
.88 National Lumber Grades Authority (NLGA).
.89 National Plumbing Code of Canada (NPC).
.90 National Research Council Canada (NRC).
.91 National Roofing Contractors Association (NRCA).
.92 National Sanitation Foundation (NSF).
.94 Plumbing and Drainage Institute (PDI).
.95 Province of Newfoundland and Labrador Building Accessibility Regulations.
.96 Provincial Boiler, Pressure Vessel and Compressed Gas Regulations.
.97 Scientific Equipment and Furniture Association (SEFA).
.98 Sealant and Waterproofer’s Institute.
.99 Sheet Metal and Air Conditioning Contractors’ National Association (SMACNA).
.100 Society of Automotive Engineers (SAE).
.101 The Society for Protective Coatings (SSPC).
.102 South Coast Air Quality Management District (SCAQMD).
.103 Telecommunications Distribution Methods Manual (TDMM).
.104 Telecommunications Industries Association (TIA).
.105 Terrazzo Tile and Marble Association of Canada (TTMAC).
.106 Thermal Insulation Association of Canada (TIAC).
.107 Transport Canada (TC).
.108 Transport Canada - Marine Safety (TCMS).
.109 Treasury Board of Canada (TB).
.110 Treasury Board Information Technology Standard (TBITS).
.111 Truss Plate Institute of Canada (TPIC).
.112 Underwriters' Laboratories Inc. (UL).
.113 Underwriter's Laboratories of Canada (ULC).
.115 U.S. Coast Guard Equipment List (USCG).
.116 U.S. Department of Transportation (DOT).
.117 National Fireproofing Contractors Association (NFCA).
PART 2  PRODUCTS (NOT APPLICABLE)

PART 3  EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1  SECTIONS INCLUDE

   .1 Inspection and testing, administrative and enforcement requirements.
   .2 Tests and mix designs.
   .3 Mock-ups.
   .4 Mill tests.
   .5 Equipment and system adjust and balance.

1.2  RELATED SECTIONS

   .1 Section 01 21 00 – Allowances.
   .2 Section 01 33 00 – Submittal Procedures
   .3 Section 01 35 30 – Infection Control
   .4 Section 01 78 00 – Closeout Submittals

1.3  INSPECTION

   .1 Allow Owner’s Representative access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.
   .2 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by Owner’s Representative instructions.
   .3 If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.
   .4 Owner’s Representative may order any part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction. If such Work is found in accordance with Contract Documents, Owner’s Representative shall pay cost of examination and replacement.

1.4  INDEPENDENT INSPECTION AGENCIES

   .1 Independent Inspection/Testing Agencies will be engaged by Owner’s Representative for purpose of inspecting and/or testing portions of Work.
.2 Allocated costs: to Section 01 21 00 – Allowances and Section 01 29 83 – Payment Procedures: Testing Laboratory Services.

.3 Provide equipment required for executing inspection and testing by appointed agencies.

.4 Employment of inspection/testing agencies does not relax responsibility to perform Work in accordance with Contract Documents.

.5 If defects are revealed during inspection and/or testing, appointed agency will request additional inspection and/or testing to ascertain full degree of defect. Correct defect and irregularities as advised by Owner’s Representative at no cost to Owner’s Representative. Pay costs for retesting and reinspection.

1.5 ACCESS TO WORK

.1 Allow inspection/testing agencies access to Work, off site manufacturing and fabrication plants.

.2 Co-operate to provide reasonable facilities for such access.

1.6 PROCEDURES

.1 Notify appropriate agency and Owner’s Representative sufficiently in advance of requirement for tests, in order that attendance arrangements can reasonably be made.

.2 Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in an orderly sequence so as not to cause delay in Work.

.3 Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples.

1.7 REJECTED WORK

.1 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by Owner’s Representative as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.

.2 Make good other Contractor’s work damaged by such removals or replacements promptly.

.3 If in opinion of Owner’s Representative it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, Owner may deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which shall be determined by Owner’s Representative.
1.8 REPORTS
.1 Submit 3 copies of inspection and test reports to Owner’s Representative, plus electronic copies in PDF format.
.2 Provide copy to Subcontractor of work being inspected or tested, manufacturer or fabricator of material being inspected or tested.
.3 Include copy of all inspection and test reports in Commissioning Manuals.

1.9 MOCK-UPS
.1 Prepare mock-ups for Work specifically requested in specifications. Include for Work of all Sections required to provide mock-ups.
.2 Construct in all locations acceptable to Owner’s Representative as specified in specific Section.
.3 Prepare mock-ups for Owner’s Representative review with reasonable promptness and in an orderly sequence, so as not to cause any delay in Work.
.4 Failure to prepare mock-ups in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
.5 Remove mock-up at conclusion of Work or when acceptable to Owner’s Representative
.6 Specification section identifies whether mock-up may remain as part of Work or if it is to be removed and when.
.7 Reviewed and accepted mock-ups will become standards of workmanship and material against which installed work will be verified.
.8 Mock-ups may remain as part of Work.

1.10 EQUIPMENT AND SYSTEMS
.1 Submit adjustment and balancing reports for mechanical, electrical and building equipment systems.
.2 Mechanical – coordinate with mechanical division.
.3 Electrical – Coordinate with electrical division.

1.11 FIRE SEPARATIONS
.1 Provide fire separation labelling/stenciling as per Sections 09 91 23 – Interior Painting and 09 91 23.01 – Interior Re-Painting.
1.12 Material Moisture Testing

.1 Refer to CSA Z317.13-12, Clause 5.3.2.3.

.2 All moisture-susceptible materials shall be tested before installation to determine moisture contamination or if damage has occurred. Testing to be carried out a maximum of 48 hours prior to installation.

.3 Construction Materials contaminated or damaged by moisture shall be replaced.

.4 Each bundle or pallet shall be tested in accordance with manufacturer’s guidelines and a materials test reports/logs, in a format acceptable to the Owner’s Representative, shall be submitted with the Contractor’s project update reports. The Owner reserves the right to test materials stored and/or installed on site at any time.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1  RELATED SECTIONS

.1 Section 01 35 30 – Infection Control

.2 Section 01 52 00 - Construction Facilities.

.3 Section 01 56 00 - Temporary Barriers and Enclosures.

1.2  INSTALLATION AND REMOVAL

.1 Provide temporary utilities controls in order to execute work expeditiously.

.2 Remove from site all such work after use.

1.3  DEWATERING

.1 Provide temporary drainage and pumping facilities to keep excavations and site free from standing water.

1.4  WATER SUPPLY

.1 Arrange for connection with appropriate utility company and pay all costs for installation, maintenance and removal.

1.5  TEMPORARY HEATING AND VENTILATION

.1 Refer to Section 01 35 30 for requirements for negative air pressure differential and temporary ventilation related to Infection Control.

.2 Pay for costs of temporary heat and ventilation used during construction, including costs of installation, fuel operation, maintenance and removal of equipment. Use of direct, fired heaters discharging waste products into work areas will not be permitted unless prior approval is given by Owner’s Representative.

.3 Construction heaters used inside building must be vented to outside or be non-flameless type. Solid fuel salamanders are not permitted.

.4 Provide temporary heat and ventilation in enclosed areas as required to:

  .1 Facilitate progress of Work.
  .2 Protect Work and products against dampness and cold.
  .3 Prevent moisture condensation on surfaces.
  .4 Provide ambient temperatures and humidity levels for storage, installation and curing of materials.
.5 Provide adequate ventilation to meet health regulations for safe working environment.

.5 Maintain temperatures of minimum 10°C and relative humidity less than 60% in areas where construction is in progress.

.1 Maintain minimum temperature of 10°C or higher where specified as soon as finished work is commenced. Maintain until acceptance of structure by Owner’s Representative.

.2 Maintain ambient temperature and humidity levels as required for comfort of office personnel.

.6 Ventilating:

.1 Prevent accumulations of dust, fumes, mists, vapours or gases in areas occupied during construction.

.2 Provide local exhaust ventilation to prevent harmful accumulation of hazardous substances into atmosphere of occupied areas.

.3 Dispose of exhaust materials in manner that will not result in harmful exposure to persons.

.4 Ventilate storage spaces containing hazardous or volatile materials.

.5 Ventilate temporary sanitary facilities.

.6 Continue high-volume operation of ventilation and exhaust system for time after cessation of work process to assure removal of harmful contaminants.

.7 Maintain strict supervision of operation of temporary heating and ventilating equipment to:

.1 Conform with applicable codes and standards.

.2 Enforce safe practices.

.3 Prevent abuse of services.

.4 Prevent damage to finishes.

.5 Vent direct-fired combustion units to outside.

.6 Maintain material moisture content below levels required by CSA Z317.13.

.8 Be responsible for damage to Work due to failure in providing adequate heat, humidity and protection during construction.

.9 Use of new or existing systems for temporary heating, ventilating or air conditioning will not be permitted.

1.6 TEMPORARY POWER AND LIGHT

.1 Provide and pay for temporary power during constructing for temporary lighting, heating, site construction trailers and operating of power tools in accordance with governing regulations and the Canadian Electrical Code, latest edition.
.2 Arrange for connection with Utility company. Pay all costs for installation, maintenance and removal of cables, distribution and branch panel boards, poles, lighting, heating and general power receptacles as required.

.3 Temporary power for electric cranes and other equipment requiring in excess of above is responsibility of Contractor.

.4 Provide and maintain temporary lighting throughout project. Ensure level of illumination on all floors and stairs is not less than 162 lx. Temporary lighting to consist of wiring, pig tail sockets and 75 watt shatterproof incandescent lamps to provide a minimum light level of 162 lux.

.5 Electrical power and lighting systems installed under this contract may be used for construction requirements only with prior approval of Owner’s Representative provided that guarantees are not affected. Make good damage to electrical system caused by use under this contract. Replace lamps which have been used for more than 3 months.

.6 General contractor responsible for payment of all electrical energy charges associated with temporary power up to date of substantial completion.

1.7 FIRE PROTECTION

.1 Provide and maintain temporary fire protection equipment during performance of Work required by insurance companies having jurisdiction and governing codes, regulations and bylaws.

.2 Burning rubbish and construction waste materials is not permitted on site.

.3 Maintain fire watch, as required, if building fire protection systems are impacted.

1.8 SANITARY FACILITIES

.1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.

.2 Post notices and take precautions as required by local health authorities. Keep area and premises in sanitary condition.

1.9 TEMPORARY COMMUNICATION FACILITIES

.1 Provide and pay for temporary telephone, fax, data hook up, lines and equipment necessary for own use.

1.10 SITE SIGN AND NOTICES

.1 Not Required
1.11 REMOVAL OF TEMPORARY FACILITIES

.1 Remove temporary facilities from site when directed by Owner’s Representative, and in compliance with Section 01 35 30s

.2 When project is closed down at end of construction season keep temporary facilities operational until close down or removal is approved by Owner’s Representative.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1  SECTION INCLUDES

.1  Construction aids.
.2  Office and sheds.
.3  Parking.
.4  Project identification.

1.2  RELATED SECTIONS

.1  Section 01 35 29.06 – Health and Safety Requirements
.2  Section 01 35 30 – Infection Control
.3  Section 01 51 00 - Temporary Utilities.
.4  Section 01 56 00 - Temporary Barriers and Enclosures.

1.3  INSTALLATION AND REMOVAL

.1  Provide construction facilities in order to execute work expeditiously.
.2  Remove from site all such work after use.

1.4  SCAFFOLDING

.1  Provide and maintain scaffolding in rigid, secure and safe manner.
.2  Erect scaffolding independent of walls. Remove promptly when no longer required. Refer to Section 01 35 29.06 – Health and Safety Requirements.

1.5  HOISTING

.1  Provide, operate and maintain hoists cranes required for moving of workers, materials and equipment. Make financial arrangements with Subcontractors for use thereof.
.2  Hoists cranes shall be operated by certified operator.
.3  Coordinate material deliveries, handling and movement with requirements of Section 01 35 30 – Infection Control.
1.6 SITE STORAGE/LOADING

.1 Confine work and operations of employees by Contract Documents. Do not unreasonably encumber premises with products.

.2 Do not load or permit to load any part of Work with a weight or force that will endanger the Work.

.3 Store and load materials in compliance with requirements of Section 01 35 30 – Infection Control

1.7 CONSTRUCTION PARKING

.1 Parking will be permitted on site provided it does not disrupt performance of work.

.2 Provide and maintain adequate access to project site.

.3 Build and maintain temporary roads where indicated or directed by Owner’s Representative and provide snow removal during period of Work.

.4 If authorized to use existing roads for access to project site, maintain such roads for duration of Contract and make good damage resulting from Contractor’s use of roads.

1.8 CONTRACTOR’S SITE OFFICES

.1 Provide office at own discretion for own use.

.2 Provide a clearly marked and fully stocked first-aid case in a readily available location on the project site.

.3 Subcontractors may provide their own offices as necessary. Direct location of these offices.

1.9 OWNER’S REPRESENTATIVE SITE OFFICE

.1 Not required.

1.10 EQUIPMENT, TOOL AND MATERIALS STORAGE

.1 Provide and maintain, in a clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.

.2 Locate materials not required to be stored in weatherproof sheds on site in a manner to cause least interference with work activities.

1.11 SANITARY FACILITIES

.1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.
.2 Post notices and take precautions as required by local health authorities. Keep area and premises in sanitary condition.

1.12 CLEAN-UP

.1 Remove construction debris, waste materials, packaging material from work site daily.

.2 Clean dirt or mud tracked onto paved or surfaced roadways.

.3 Store materials resulting from demolition activities that are salvageable.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1  SECTION INCLUDES

   .1  Barriers.

   .2  Environmental Controls.

   .3  Traffic Controls.

   .4  Fire Routes.

1.2  RELATED SECTIONS

   .1  Section 01 35 30 – Infection Control

   .2  Section 01 51 00 – Temporary Utilities.

   .3  Section 01 52 00 – Construction Facilities.

1.3  INSTALLATION AND REMOVAL

   .1  Provide temporary controls in order to execute Work expeditiously.

   .2  Remove from site all such work after use.

1.4  HOARDING

   .1  Erect and maintain pedestrian walkways including roof and side covers, complete with
       signs and electrical lighting as required by law. Such enclosures are to be installed at
       each and every entrance and exit to or from the building where the work of this contract
       has potential to interact with persons entering or leaving the building.

1.5  GUARD RAILS AND BARRICADES

   .1  Provide secure, rigid guard rails and barricades around deep excavations, open shafts,
       open stair wells, open edges of floors and roofs.

   .2  Provide as required by governing authorities.

1.6  WEATHER ENCLOSURES

   .1  Provide weather tight closures to unfinished door and window openings, tops of shafts
       and other openings in floors and roofs.

   .2  Close off floor areas where walls are not finished; seal off other openings; enclose
       building interior work for temporary heat.
3. Erect enclosures to allow access for installation of materials and working inside enclosure.

4. Design enclosures to withstand wind pressure and snow loading.

1.7 ACCESS TO SITE
1. Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.
2. Build and maintain temporary roads where indicated or directed and provide snow removal during period on work.
3. If authorized to use existing roads for access to project site, maintain such roads for duration of Contract and make good damage resulting from Contractor’s use of roads.

1.8 PUBLIC TRAFFIC FLOW
1. Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform Work and protect the public.

1.9 FIRE ROUTES
1. Maintain access to property including overhead clearances for use by emergency response vehicles.

1.10 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY
1. Protect surrounding private and public property from damage during performance of Work.
2. Be responsible for damage incurred.

1.11 PROTECTION OF BUILDING FINISHES
1. Provide protection for finished and partially finished building finishes and equipment during performance of Work.
2. Provide necessary screens, covers, and hoardings.
3. Confirm with Owner’s Representative locations and installation schedule 3 days prior to installation.
4. Be responsible for damage incurred due to lack of or improper protection.
5. Coordinate with requirements of Section 01 35 30 – Infection Control.
PART 2  PRODUCTS (NOT APPLICABLE)

PART 3  EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1  SECTION INCLUDES
   .1  Product quality, availability, storage, handling, protection, and transportation.
   .2  Manufacturer's instructions.
   .3  Quality of Work, coordination and fastenings.

1.2  RELATED SECTIONS
   .1  Section 01 35 30 – Infection Control
   .2  Section 01 45 00 – Quality Control.
   .3  Section 01 73 00 – Execution.

1.3  REFERENCES
   .1  Within text of each specifications section, reference may be made to reference standards. Conform to these reference standards, in whole or in part as specifically requested in specifications.
   .2  Conform to latest date of issue of referenced standards in effect on date of submission of Tenders, except where specific date or issue is specifically noted.

1.4  QUALITY
   .1  Products, materials, equipment and articles (referred to as products throughout specifications) incorporated in Work shall be new, not damaged or defective, and of best quality (compatible with specifications) for purpose intended. If requested, furnish evidence as to type, source and quality of products provided.
   .2  Defective products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.
   .3  Should any dispute arise as to quality or fitness of products, decision rests strictly with Owner’s Representative based upon requirements of Contract Documents.
   .4  Within seven (7) working days of written request by Owner’s Representative, submit following information for material and equipment proposed for supply:
      .1  Name and address of manufacturer.
      .2  trade name, model and catalogue number,
.3 performance, descriptive and test data,
.4 manufacturer’s installation or application instructions,
.5 evidence of arrangements to procure.

.5 Use products of one manufacturer for material and equipment of same type or classification unless otherwise specified.

.6 Permanent labels, trademarks and nameplates on products are not acceptable in prominent locations, except where required for operating instructions, or when located in mechanical or electrical rooms.

1.5 **AVAILABILITY**

.1 Immediately upon signing Contract, review product delivery requirements and anticipate foreseeable supply delays for any items. If delays in supply of products are foreseeable, notify Owner’s Representative of such, in order that substitutions or other remedial action may be authorized in ample time to prevent delay in performance of work.

.2 In event of failure to notify Owner’s Representative at commencement of Work and should it subsequently appear that Work may be delayed for such reason, Owner’s Representative reserves right to substitute more readily available products of similar character, at no increase in Contract Price or Contract Time.

1.6 **STORAGE, HANDLING AND PROTECTION**

.1 Coordinate with requirements of Section 01 35 30 – Infection Control

.2 Store products susceptible to moisture damage, as required to keep moisture levels below requirements listed in CSA Z317.13-12, clause 5.3.2.3.

.3 Handle and store products in manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.

.4 Store packaged or bundled products in original and undamaged condition with manufacturer's seal and labels intact. Do not remove from packaging or bundling until required in Work.

.5 Store products subject to damage from weather in weatherproof enclosures.

.6 Store cementitious products clear of earth or concrete floors, and away from walls.

.7 Keep sand, when used for grout or mortar materials, clean and dry. Store sand on wooden platforms and cover with waterproof tarpaulins during inclement weather.

.8 Store sheet materials, lumber on flat, solid supports and keep clear of ground. Slope to shed moisture.
.9 Store and mix paints in heated and ventilated room. Remove oily rags and other combustible debris from site daily. Take every precaution necessary to prevent spontaneous combustion.

.10 Remove and replace damaged products at own expense and to satisfaction of Owner’s Representative.

.11 Touch-up damaged factory finished surfaces to Owner’s Representative satisfaction. Use touch-up materials to match original. Do not paint over name plates.

1.7 TRANSPORTATION

.1 Pay costs of transportation of products required in performance of Work.

.2 Ensure products are adequately protected/wrapped during transport to avoid soiling, damage and/or contamination prior to installation.

1.8 MANUFACTURER'S INSTRUCTIONS

.1 Unless otherwise indicated in specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.

.2 Notify Owner’s Representative in writing, of conflicts between specifications and manufacturer's instructions, so that Owner’s Representative may establish course of action.

.3 Improper installation or erection of products, due to failure in complying with these requirements, authorizes Owner’s Representative to require removal and re-installation at no increase in Contract Price or Contract Time.

1.9 QUALITY OF WORK

.1 Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify Owner’s Representative if required Work is such as to make it impractical to produce required results.

.2 Do not employ anyone unskilled in their required duties. Owner’s Representative reserves right to require dismissal from site, workers deemed incompetent or careless.

.3 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with Owner’s Representative, whose decision is final.

1.10 CO-ORDINATION

.1 Ensure cooperation of workers in laying out Work. Maintain efficient and continuous supervision.
.2 Be responsible for coordination and placement of openings, sleeves and accessories.

1.11 CONCEALMENT

.1 In finished areas, conceal pipes, ducts and wiring in floors, walls and ceilings, except where indicated otherwise.

.2 Before installation, inform Owner’s Representative if there is interference. Install as directed by Owner’s Representative.

1.12 REMEDIAL WORK

.1 Perform remedial work required to repair or replace parts or portions of Work identified as defective or unacceptable. Coordinate adjacent affected Work as required.

.2 Perform remedial work by specialists familiar with materials affected. Perform in a manner to neither damage nor put at risk any portion of Work.

1.13 LOCATION OF FIXTURES

.1 Consider location of fixtures, outlets, and mechanical and electrical items indicated as approximate.

.1 Fixtures required for barrier-free accessibility shall be installed in conformance with building code requirements.

.2 Locate equipment, fixtures and distribution systems to provide minimum interference and maximum usable space and in accordance with manufacturer’s recommendations for safety, access and maintenance.

.3 Inform Owner’s Representative of conflicting installation. Install as directed.

.4 Submit field drawings to indicate relative position of various services and equipment when required by Owner’s Representative.

1.14 FASTENINGS GENERAL

.1 Provide metal fastenings and accessories in same texture, colour and finish as base metal in which they occur. Prevent electrolytic action between dissimilar metals. Use non-corrosive fasteners, anchors and spacers for securing exterior work, unless stainless steel or other material is specifically requested in affected specification section.

.2 Space anchors within individual load limit or shear capacity and ensure they provide positive permanent anchorage. Wood plugs are not acceptable.

.3 Conceal fasteners where indicated. Space evenly and lay out neatly.

.4 Fastenings which cause Spalding or cracking are not acceptable.
.5 Obtain Owner’s Representative’s approval before using explosive actuated fastening devices. If approval is obtained comply with CSA Z166.

1.15 FASTENINGS - EQUIPMENT

.1 Use fastenings of standard commercial sizes and patterns with material and finish suitable for service.

.2 Use heavy hexagon heads, semi-finished unless otherwise specified. Use No. 304 stainless steel for exterior areas.

.3 Bolts may not project more than one diameter beyond nuts.

.4 Use plain type washers on equipment, sheet metal and soft gasket lock type washers where vibrations occur. Use resilient washers with stainless steel.

1.16 PROTECTION OF WORK IN PROGRESS

.1 Prevent overloading of any part of building. Do not cut, drill or sleeve any load bearing structural member, unless specifically indicated without written approval of Owner’s Representative.

1.17 EXISTING UTILITIES

.1 When breaking into or connecting to existing services or utilities, execute work at times directed by local governing authorities, with minimum of disturbance to work.

.2 Protect, relocate or maintain existing active services. When services are encountered, cap off in manner approved by authority having jurisdiction. Stake and record location of capped service.

.3 Submit schedule to and obtain approval from Owner’s Representative for any shut-down or closure of active services or facility. Adhere to approved schedule and provide notice to affected parties.

.4 Where unknown services are encountered, immediately advise Owner’s Representative and confirm findings in writing.

.5 Remove abandoned services lines within 2m of structures. Cap or otherwise seal lines at cut-off points as directed by Owner’s Representative.

1.18 SELECTION OF MATERIAL AND EQUIPMENT

.1 Material and equipment will be specified in the tender documents, and selected by Contractor, by one or more of the following methods:

.1 Specification by reference to a relevant Standard, such as CSA, ASTM, ULC, etc., select any material or equipment that meets or exceeds the specified.
.2 Specification by reference to an accepted product evaluation publication, such as the CGSB “Qualified Products List”, or CCMC Registry of Product Evaluations”, - select any manufacturer’s product so listed.

.3 Specification by Prescriptive or Performance specification – select any material or equipment meeting or exceeding specification.

.4 Specification by identification of one or more Manufacturer’s specific product(s) as an “Acceptable Product”, along with a listing of other manufacturers who may offer equivalent products – select any product so named, or select from equivalent product(s) of other listed manufacturers.

.2 “Acceptable Product” is deemed to be a complete and working commodity as described by a manufacturer’s name, catalogue number, trade name, or any combination thereof, and will constitute the minimum standard of acceptance.

.3 Owner’s Representative will determine acceptability of Contractor’s selection of material and equipment at time of Shop Drawing review.

.4 When material or equipment is specified by a Standard, Prescriptive or Performance specification, upon request of the Owner’s Representative, obtain from manufacturer an independent laboratory reporting, showing that material or equipment meets or exceeds the specified requirements.

1.19 SUBSTITUTION OF MATERIAL AND EQUIPMENT

.1 Prior to Tender closing bidders may propose addition of other manufacturer’s names to those listed in the tender documents providing requests are made in writing at least 7 days prior to tender closing date or bid depository where bid depository is used. Owner’s Representative will inform all prospective bidders of decision by addendum, issued at least 5 days prior to the tender closing date.

Where no manufacturer’s names are listed, the onus is on contractor to provide material and equipment to meet performance specification.

.2 After Contract award substitutions of material or equipment, other than as selected by Contractor from those specified, will be considered by Owner’s Representative only if:

.1 material or equipment selected from those specified are not available

.2 delivery date of material or equipment selected from those specified would unduly delay completion of the Contract; or

.3 alternative material or equipment to those specified, provided they are determined by the Owner’s Representative to be equivalent to or better that those specified, will result in a credit to the Contract amount.

.3 Requests for substitutions after Contract award must be accompanied by sufficient information in the form of shop drawings, manufacturer’s literature, samples or other data to permit proper investigation of the substitutes used. Requests must also include statements of respective costs of material or equipment originally specified and the proposed substitution.
.4 Should a proposed substitution be accepted after Contract award either in part or in whole, assume full responsibility and costs when substitution affects other work on Project. Contractor to pay for design or drawing changes required as a result of the substitution.

.5 Amounts of all credits arising from approval of substitutions after Contract award will be determined by Owner’s Representative and the Contract amount will be reduced accordingly.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1  SECTION INCLUDES

.1 Field engineering survey services to measure and stake site.
.2 Survey services to establish and confirm inverts for Work.
.3 Recording of subsurface conditions found.

1.2  QUALIFICATIONS OF SURVEYOR

.1 Qualified registered land surveyor, licensed to practise in the Province of Newfoundland and Labrador.

1.3  SURVEY REFERENCE POINTS

.1 Existing base horizontal and vertical control points are designated on drawings.
.2 Locate, confirm and protect control points prior to starting site work. Preserve permanent reference points during construction.
.3 Make no changes or relocations without prior written notice to Owner’s Representative.
.4 Report to Owner’s Representative when reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
.5 Require surveyor to replace control points in accordance with original survey control.

1.4  SURVEY REQUIREMENTS

.1 Establish permanent bench marks on site, referenced to established bench marks by survey control points. Record locations, with horizontal and vertical data in Project Record Documents.
.2 Establish lines and levels, locate and lay out, by instrumentation.
.3 Stake for grading, fill placement.
.4 Establish pipe invert elevations.
.5 Stake batter boards for foundations.
.6 Establish foundation column locations and floor elevations.
.7 Establish lines and levels for mechanical and electrical work.
EXISTING SERVICES

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

1.2 Before commencing work, establish location and extent of service lines in area of Work and notify Owner’s Representative of findings.

1.3 Remove abandoned service lines within 2 m of structures. Cap or otherwise seal lines at cut-off points as directed by Owner’s Representative.

LOCATION OF EQUIPMENT AND FIXTURES

1.1 Location of equipment, fixtures and outlets indicated or specified are to be considered as approximate.

1.2 Locate equipment, fixtures and distribution systems to provide minimum interference and maximum usable space and in accordance with manufacturer's recommendations for safety, access and maintenance.

1.3 Inform Owner’s Representative of impending installation and obtain approval for actual location.

1.4 Submit field drawings to indicate relative position of various services and equipment when required by Owner’s Representative.

RECORDS

1.1 Maintain a complete, accurate log of control and survey work as it progresses.

1.2 Record locations of maintained, re-routed and abandoned service lines.

SUBMITTALS

1.1 Submit name and address of Surveyor to Owner’s Representative.

1.2 On request of Owner’s Representative, submit documentation to verify accuracy of field engineering work.

1.3 Submit certificate signed by surveyor certifying and noting those elevations and locations of completed Work that conform and do not conform with Contract Documents.

SUBSURFACE CONDITIONS

1.1 Promptly notify Consultant in writing if subsurface conditions at Place of Work differ materially from those indicated in Contract Documents, or a reasonable assumption of probable conditions based thereon.
After prompt investigation, should Owner’s Representative determine that conditions do differ materially, instructions will be issued for changes in Work.

PART 2  PRODUCTS (NOT APPLICABLE)

PART 3  EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1  SECTION INCLUDES
  .1 Requirements and limitations for cutting and patching the Work.

1.2  RELATED SECTIONS
  .1 Section 01 11 00 - Summary of Work.
  .2 Section 01 33 00 - Submittal Procedures.

1.3  SUBMITTALS
  .1 Submit written request in advance of cutting or alteration which affects:
    .1 Structural integrity of any element of Project.
    .2 Integrity of weather-exposed or moisture-resistant elements.
    .3 Efficiency, maintenance, or safety of any operational element.
    .4 Visual qualities of sight-exposed elements.
    .5 Work of Owner or separate contractor.
  .2 Include in request:
    .1 Identification of Project.
    .2 Location and description of affected Work.
    .3 Statement on necessity for cutting or alteration.
    .4 Description of proposed Work, and products to be used.
    .5 Alternatives to cutting and patching.
    .6 Effect on Work of Owner or separate contractor.
    .7 Written permission of affected separate contractor.
    .8 Date and time work will be executed.

1.4  PREPARATION
  .1 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
  .2 After uncovering, inspect conditions affecting performance of Work.
  .3 Beginning of cutting or patching means acceptance of existing conditions.
  .4 Provide supports to assure structural integrity of surroundings; provide devices and methods to protect other portions of project from damage.
.5 Provide protection from elements for areas which may be exposed by uncovering work; maintain excavations free of water.

.6 Obtain Owner’s Representative’s approval before cutting, boring or sleeving load-bearing members.

1.5 EXECUTION

.1 Execute cutting, fitting, and patching including excavation and fill, to complete Work.

.2 Fit several parts together, to integrate with other Work.

.3 Uncover Work to install ill-timed Work.

.4 Remove and replace defective and non-conforming Work.

.5 Provide openings in non-structural elements of Work for penetrations of mechanical and electrical Work.

.6 Execute Work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.

.7 Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight-exposed surfaces.

.8 Cut rigid materials using masonry saw or core drill. Pneumatic or impact tools not allowed on masonry work without prior approval.

.9 Restore work with new products in accordance with requirements of Contract Documents.

.10 Fit Work to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

.11 At penetration of fire rated wall, ceiling, or floor construction, completely seal voids with firestopping material in accordance with Section 07 84 00 - Firestopping, full thickness of the construction element.

.12 Refinish surfaces to match adjacent finishes: For continuous surfaces refinish to nearest intersection; for an assembly, refinish entire unit.

.13 Conceal pipes, ducts and wiring in floor, wall and ceiling construction of finished areas except where indicated otherwise.

.14 Make cuts with clean, true, smooth edges.

.15 Where new work connects with existing, and where existing work is altered, cut, patch and make good to match existing work.
1.6 WASTE MANAGEMENT AND DISPOSAL

.1 Separate waste materials in accordance with Section 01 74 21 – Construction/Demolition Waste Management and Disposal.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  

GENERAL

1.1 GENERAL

.1 Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws, and in coordination/compliance with Infection Control requirements (see Section 01 35 30 – Infection Control).

.2 Store volatile waste in covered metal containers and remove from premises at end of each working day.

.3 Provide adequate ventilation during use of volatile or noxious substances. Use for building ventilation systems is not permitted for this purpose.

1.2 RELATED SECTION

.1 Section 01 35 30 – Infection Control

.2 Section 01 77 00 - Closeout Procedures.

1.3 PROJECT CLEANLINESS

.1 Maintain Work in tidy condition, free from accumulation of waste products and debris, other than that caused by Owner or other Contractors.

.2 Remove waste materials and debris from site at the end of each working day. Do not burn waste materials on site.

.3 Clear snow and ice from access to building.

.4 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.

.5 Provide on-site containers for collection of waste materials and debris.

.6 Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.

.7 Store volatile waste in covered metal containers, and remove from premises at end of each working day.

.8 Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.

.9 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
1.10 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.

1.4 FINAL CLEANING

1. Refer to General Conditions and Section 01 35 30 – Infection Control.

2. When Work is Substantially Performed, remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.

3. Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy.

4. When the Work is Totally Performed, remove surplus products, tools, construction machinery and equipment. Remove waste products and debris other than that caused by the Owner or other Contractors.

5. Remove waste materials from the site at regularly scheduled times or dispose of as directed by the Owner’s Representative. Do not burn waste materials on site.

6. Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.

7. Leave the work broom clean before the inspection process commences.

8. Clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, and mechanical and electrical fixtures. Replace broken, scratched or disfigured glass.

9. Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures, furniture fitments, walls, floors and ceilings.

10. Clean lighting reflectors, lenses, and other lighting surfaces.

11. Vacuum clean and dust building interiors, behind grilles, louvres and screens.

12. Wax, seal, shampoo or prepare floor finishes, as recommended by manufacturer.

13. Inspect finishes, fitments and equipment and ensure specified workmanship and operation.

14. Broom clean and wash exterior walks, steps and surfaces; rake clean other surfaces of grounds.

15. Remove dirt and other disfiguration from exterior surfaces.

.17 Sweep and wash clean paved areas.

.18 Clean equipment and fixtures to a sanitary condition; clean or replace filters of mechanical equipment.

.19 Remove snow and ice from access to building.

.20 Remove debris and surplus materials from crawl areas and other accessible concealed spaces.

1.5 WASTE MANAGEMENT AND DISPOSAL

.1 Separate waste materials in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1 SECTION INCLUDES

.1 Text, schedules and procedures for systematic Waste Management Program for construction, deconstruction, demolition, and renovation projects, including:

.1 Diversion of Materials.
.2 Waste Audit (WA) - Schedule A.
.3 Waste Reduction Workplan (WRW) - Schedule B.
.4 Demolition Waste Audit (DWA) - Schedule C.
.5 Cost/Revenue Analysis Workplan (CRAW) - Schedule D.
.6 Materials Source Separation Program (MSSP).
.7 Canadian Governmental Responsibility for the Environment Resources - Schedule E.

1.2 DEFINITIONS

.1 Demolition Waste Audit (DWA): Relates to actual waste generated from project.

.2 Materials Source Separation Program (MSSP): Consists of series of ongoing activities to separate reusable and recyclable waste material into material categories from other types of waste at point of generation.

.3 Recyclable: Ability of product or material to be recovered at end of its life cycle and re-manufactured into new product for reuse by others.

.4 Recycle: Process by which waste and recyclable materials are transformed or collected for purpose of being transferred into new products.

.5 Recycling: Process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for purpose of using in altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

.6 Reuse: Repeated use of product in same form but not necessarily for same purpose. Reuse includes:

.1 Salvaging reusable materials from re-modelling projects, before demolition stage, for resale, reuse on current project or for storage for use on future projects.
.2 Returning reusable items including pallets or unused products to vendors.

.7 Salvage: Removal of structural and non-structural materials from deconstruction/disassembly projects for purpose of reuse or recycling.

.8 Separate Condition: Refers to waste sorted into individual types.
.9 Source Separation: Acts of keeping different types of waste materials separate beginning from first time they became waste.

1.3 MATERIALS SOURCE SEPARATION PROGRAM (MSSP)

.1 Prepare MSSP and have ready for use prior to project start-up.

.2 Implement MSSP for waste generated on project in compliance with approved methods and as reviewed by authorities having jurisdiction.

.3 Provide on-site facilities for collection, handling, and storage of anticipated quantities of reusable and recyclable materials.

.4 Provide containers to deposit reusable and recyclable materials.

.5 Locate containers in locations, to facilitate deposit of materials without hindering daily operations.

.6 Locate separated materials in areas which minimize material damage.

.7 Collect, handle, store on-site, and transport off-site, salvaged materials in separate condition.

1.4 STORAGE, HANDLING AND PROTECTION

.1 Unless specified otherwise, materials for removal become Contractor's property.

.2 Protect, stockpile, store and catalogue salvaged items.

.3 Separate non-salvageable materials from salvaged items. Transport and deliver non-salvageable items to approved local facility.

.4 Protect structural components not removed for demolition from movement or damage.

.5 Support affected structures. If safety of building is endangered, cease operations and immediately notify Department having jurisdiction.

.6 Protect surface drainage, mechanical and electrical from damage and blockage.

.7 Separate and store materials produced during dismantling of structures in designated areas.

.8 Prevent contamination of materials to be salvaged and recycled and handle materials in accordance with requirements for acceptance by designated facilities.

.1 On-site source separation is recommended.
1.5 DISPOSAL OF WASTES

.1 Do not bury rubbish or waste materials.

.2 Do not dispose of any waste into waterways, storm, or sanitary sewers.

.3 Remove materials from deconstruction as deconstruction/disassembly Work progresses.

.4 Prepare project summary to verify destination and quantities on a material-by-material basis as identified in pre-demolition material audit.

1.6 USE OF SITE AND FACILITIES

.1 Execute work with least possible interference or disturbance to normal use of premises.

.2 Provide security measures approved by Owner’s Representative.

.3 Coordinate with requirements of Section 01 35 30 – Infection Control, including equipment and procedures for removal of waste materials from the Work site.

1.7 SCHEDULING

.1 Coordinate Work with other activities at site to ensure timely and orderly progress of Work.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 APPLICATION

.1 Handle waste materials not reused, salvaged, or recycled in accordance with appropriate regulations and codes.

.2 Coordinate with requirements of Section 01 35 30 – Infection Control.

3.2 CLEANING

.1 Remove tools and waste materials on completion of Work, and leave work area in clean and orderly condition.

.2 Clean-up work area as work progresses.

.3 Source separate materials to be reused/recycled into specified sort areas.
3.3 DIVERSION OF MATERIALS

.1 From following list, separate materials from general waste stream and stockpile in separate piles or containers, as reviewed by Owner’s Representative and consistent with applicable fire regulations.

.1 Mark containers or stockpile areas.

.2 Provide instruction on disposal practices.

.2 On-site sale or distribution of salvaged materials to third parties is not permitted.

END OF SECTION
PART 1  GENERAL

1.1  RELATED SECTIONS

.1  Section 01 35 30 – Infection Control

.2  Section 01 74 11 - Cleaning.

.3  Section 01 78 00 - Closeout Submittals.

.4  Section 01 91 13 – General Commissioning (Cx) Requirements.

1.2  FINAL INSPECTION AND DECLARATION PROCEDURES

.1  Contractor's Inspection: The Contractor and all Subcontractors shall conduct an inspection of Work, identify deficiencies and defects; repair as required. Notify the Owner's Representative in writing of satisfactory completion of the Contractor's Inspection and that corrections have been made. Request an Owner’s Representative’s Consultant's Inspection.

.2  Owner’s Representative’s Inspection: Owner’s Representative and the Contractor will perform an inspection of the Work to identify obvious defects or deficiencies. The contractor shall correct Work accordingly.

.3  Completion: submit written certificate that the following have been performed:

.1  Work has been completed and inspected for compliance with Contract Documents.

.2  Defects have been corrected and deficiencies have been completed.

.3  Equipment and systems have been tested, adjusted and balanced and are fully operational.

.4  Certificates required by Fire Commissioner, Utility companies have been submitted.

.5  Operation of systems have been demonstrated to Owner's personnel.

.6  Commissioning of building systems: completed in accordance with section 01 91 13 – Commissioning (Cx) Requirements and copies of final Commissioning Report submitted to Owner’s Representative.

.7  Work is complete and ready for Final Inspection.

.4  Final Inspection: When items noted above are completed, request final inspection of Work by the Owner’s Representative, representative of DTW and the Contractor. If Work is deemed incomplete by the Owner’s Representative, complete outstanding items and request a reinspection.

.5  Declaration of Substantial Performance: When the Owner’s Representative considers deficiencies and defects have been corrected and it appears requirements of Contract
have been substantially performed, make application for Certificate of Substantial Performance. Refer to General Conditions for specifics to application.

.1 The Work area must be deemed suitable for its intended use. In the case of a healthcare facility, this standard is more stringent than most other building types. Achieving this standard may include correction of any deficiencies for which remedial corrective measures may pose an Operational, Safety, or Infection Control risk to people.

.6 Commencement of Lien and Warranty Periods: The date of DTW acceptance of the submitted declaration of Substantial Performance shall be the date for commencement for the warranty period and commencement of the lien period.

.7 Declaration of Total Performance: When the Owner’s Representative considers final deficiencies and defects have been corrected and it appears requirements of the Contract have been totally performed, make application for certificate of Total Performance. Refer to General Conditions for specifics to application. If Work is deemed incomplete by the Consultant, complete the outstanding items and request a reinspection.

1.3 REINSPECTION

.1 Should status of work require reinspection by Owner’s Representative due to failure of work to comply with Contractor’s claims for inspection, Owner will deduct amount of compensation for reinspection services from payment to Contractor.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1 GENERAL

1.1 SECTION INCLUDES

.1 As-built, samples, and specifications.
.2 Equipment and systems.
.3 Product data, materials and finishes, and related information.
.4 Operation and maintenance data.
.5 Spare parts, special tools and maintenance materials.
.6 Warranties and bonds.
.7 Final site survey.
.8 Copies of all relevant final inspection/certification reports (e.g. medical gas certification, utility company and fire marshall inspection reports, etc.)
.9 Copies of Infection Control testing reports (e.g. water and air quality testing reports, if tests required).

1.2 RELATED SECTIONS

.1 Section 01 33 00 – Submittal Procedures.
.2 Section 01 45 00- Quality Control.
.3 Section 01 71 00 – Examination and Preparation.
.4 Section 01 77 00 - Closeout Procedures.
.5 Section 01 91 13 – General Commissioning (Cx) Requirements.

1.3 SUBMISSION

.1 Prepare instructions and data using personnel experienced in maintenance and operation of described products.
.2 Submit one copy of completed volumes in final form 15 days prior to final inspection.
.3 Copy will be returned after final inspection, with Owner’s Representative’s comments.
.4 Revise content of documents as required prior to final submittal.
Two weeks prior to Substantial Performance of the Work, submit to the Owner’s Representative, two final copies of operating and maintenance manuals.

Ensure spare parts, maintenance materials and special tools provided are new, undamaged or defective, and of same quality and manufacture as products provided in Work.

If requested, furnish evidence as to type, source and quality of products provided.

Defective products will be rejected, regardless of previous inspections. Replace products at own expense.

Pay costs of transportation.

1.4 FORMAT

Organize data in the form of an instructional manual.

Binders: vinyl, hard covered, 3 'D' ring, loose leaf 219 x 279 mm with spine and face pockets.

When multiple binders are used, correlate data into related consistent groupings. Identify contents of each binder on spine.

Cover: Identify each binder with type or printed title 'Project Record Documents'; list title of project and identify subject matter of contents.

Arrange content under Section numbers and sequence of Table of Contents.

Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.

Text: Manufacturer's printed data, or typewritten data.

Drawings: provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

Provide CAD files in DWG format on CD. Also provide electronic files in PDF format.

1.5 CONTENTS - EACH VOLUME

Table of Contents: provide title of project; names, addresses, and telephone numbers of Consultant and Contractor with name of responsible parties; schedule of products and systems, indexed to content of volume.

For each product or system:

List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
.3 Product Data: mark each sheet to clearly identify specific products and component parts, and data applicable to installation; delete inapplicable information.

.4 Drawings: supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.

.5 Typewritten Text: as required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified in Section 01 45 00 - Quality Control.

.6 Training: Refer to Section 01 91 13 – General Commissioning (Cx) Requirements.

1.6 AS-BUILTS AND SAMPLES

.1 In addition to requirements in General Conditions, maintain at the site for Owner’s Representative one record copy of:

.1 Contract Drawings.
.2 Specifications.
.3 Addenda.
.4 Change Orders and other modifications to the Contract.
.5 Reviewed shop drawings, product data, and samples.
.6 Field test records.
.7 Inspection certificates.
.8 Manufacturer's certificates.

.2 Store record documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage.

.3 Label record documents and file in accordance with Section number listings in List of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.

.4 Maintain record documents in clean, dry and legible condition. Do not use record documents for construction purposes.

.5 Keep record documents and samples available for inspection by Owner’s Representative.

1.7 RECORDING ACTUAL SITE CONDITIONS

.1 Record information on set of blue line opaque drawings, provided by Owner’s Representative.

.2 Provide felt tip marking pens, maintaining red color pens for recording information.

.3 Record information concurrently with construction progress. Do not conceal Work until required information is recorded.
.4 Contract Drawings and shop drawings: legibly mark each item to record actual construction, including:
  .1 Measured depths of elements of foundation in relation to finish first floor datum.
  .2 Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  .3 Measured locations of internal utilities and appurtenances, referenced to visible and accessible features of construction.
  .4 Field changes of dimension and detail.
  .5 Changes made by change orders.
  .6 Details not on original Contract Drawings.
  .7 References to related shop drawings and modifications.

.5 Specifications: legibly mark each item to record actual construction, including:
  .1 Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items.
  .2 Changes made by Addenda and change orders.

.6 Other Documents: submit manufacturer's certifications, inspection certifications, field test records, required by individual specifications sections.

.7 At completion of project, provide all recorded information on print drawings. Transfer recorded information to AutoCAD files in DWG format. Submit DWG files, also with electronic files in PDF format as part of the Closeout Submittals.

1.8 FINAL SURVEY
  .1 Submit final site survey certificate certifying that elevations and locations of completed Work are in conformance, or non-conformance with Contract Documents.

1.9 EQUIPMENT AND SYSTEMS
  .1 Each Item of Equipment and Each System: include description of unit or system, and component parts. Give function, normal operation characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.

  .2 Panel board circuit directories: provide electrical service characteristics, controls, and communications.

  .3 Include installed colour coded wiring diagrams.

  .4 Operating Procedures: include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
.5 Maintenance Requirements: include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

.6 Provide servicing and lubrication schedule, and list of lubricants required.

.7 Include manufacturer's printed operation and maintenance instructions.

.8 Include sequence of operation by controls manufacturer.

.9 Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

.10 Provide installed control diagrams by controls manufacturer.

.11 Provide Contractor's coordination drawings, with installed colour coded piping diagrams.

.12 Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

.13 Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

.14 Include test and balancing reports.

.15 Additional requirements: As specified in individual specification sections.

1.10 MATERIALS AND FINISHES

.1 Building Products, Applied Materials, and Finishes: include product data, with catalogue number, size, composition, and colour and texture designations. Provide information for re-ordering custom manufactured products.

.2 Instructions for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

.3 Moisture-protection and Weather-exposed Products: include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

.4 Additional Requirements: as specified in individual specifications sections.

1.11 SPARE PARTS

.1 Provide spare parts, in quantities specified in individual specification sections.

.2 Provide items of same manufacture and quality as items in Work.

.3 Deliver to site location as directed; place and store.
Receive and catalogue all items. Submit inventory listing to Owner’s Representative. Include approved listings in Maintenance Manual.

Obtain receipt for delivered products and submit prior to final payment.

### MAINTENANCE MATERIALS

1. Provide maintenance and extra materials, in quantities specified in individual specification sections.

2. Provide items of same manufacture and quality as items in Work.

3. Deliver to site location as directed; place and store.

4. Receive and catalogue all items. Submit inventory listing to Owner’s Representative. Include approved listings in Maintenance Manual.

5. Obtain receipt for delivered products and submit prior to final payment.

### SPECIAL TOOLS

1. Provide special tools, in quantities specified in individual specification section.

2. Provide items with tags identifying their associated function and equipment.

3. Deliver to project site place and store.

4. Receive and catalogue all items. Submit inventory listing to Owner’s Representative. Include approved listings in Maintenance Manual.

### STORAGE, HANDLING AND PROTECTION

1. Store spare parts, maintenance materials, and special tools in manner to prevent damage or deterioration.

2. Store in original and undamaged condition with manufacturer's seal and labels intact.

3. Store components subject to damage from weather in weatherproof enclosures.

4. Store paints and freezable materials in a heated and ventilated room.

5. Remove and replace damaged products at own expense and to satisfaction of Owner’s Representative.

### WARRANTIES AND BONDS

1. Develop warranty management plan to contain information relevant to Warranties.

2. Submit warranty management plan to Owner’s Representative’s approval.
.3 Warranty management plan to include required actions and documents to assure that Owner receives warranties to which it is entitled.

.4 Provide plan in narrative form and contain sufficient detail to make it suitable for use by future maintenance and repair personnel.

.5 Assemble approved information in binder and submit upon acceptance of work. Organize binder as follows:

1. Separate each warranty or bond with index tab sheets keyed to Table of Contents listing.
2. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
3. Obtain warranties and bonds, executed in duplicate by subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work.
4. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Performance is determined.
5. Verify that documents are in proper form, contain full information, and are notarized.
6. Co-execute submittals when required.
7. Retain warranties and bonds until time specified for submittal.

.6 Include information contained in warranty management plan as follows:

1. Roles and responsibilities of personnel associated with warranty process, including points of contact and telephone numbers within the organizations of Contractors, subcontractors, manufacturers or suppliers involved.
2. Listing and status of delivery of Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and commissioned systems such as fire protection, alarm systems, sprinkler systems, lightning protection systems.
3. Provide list for each warranted equipment, item, feature of construction or system indicating:
   1. Name of item.
   2. Model and serial numbers.
   3. Location where installed.
   4. Name and phone numbers of manufacturers or suppliers.
   5. Names, addresses and telephone numbers of sources of spare parts.
   6. Warranties and terms of warranty: include one-year overall warranty of construction. Indicate items that have extended warranties and show separate warranty expiration dates.
   7. Cross-reference to warranty certificates as applicable.
   8. Starting point and duration of warranty period.
.9 Summary of maintenance procedures required to continue warranty in force.

.10 Cross-Reference to specific pertinent Operation and Maintenance manuals.

.11 Organization, names and phone numbers of persons to call for warranty service.

.12 Typical response time and repair time expected for various warranted equipment.

.4 Procedure and status of tagging of equipment covered by extended warranties.

.5 Post copies of instructions near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

.7 Respond in a timely manner to oral or written notification of required construction warranty repair work.

.8 Written verification will follow oral instructions. Failure to respond will be cause for the Owner’s Representative to proceed with action against Contractor.

1.16 PRE-WARRANTY CONFERENCE

.1 Meet with Owner’s Representative to develop understanding of requirements of this section. Schedule meeting prior to contract completion, and at time designated by Owner’s Representative.

.2 Owner’s Representative will establish communication procedures for:

.1 Notification of construction warranty defects.

.2 Determine priorities for type of defect.

.3 Determine reasonable time for response.

1.17 WARRANTY TAGS

.1 Tag, at time of installation, each extended warranted item. Provide durable, oil and water resistant tag approved by Owner’s Representative.

.2 Leave date of acceptance until project is accepted for occupancy.

.3 Indicate following information on tag:

.1 Type of product/material.

.2 Model number.

.3 Serial number.

.4 Contract number.

.5 Warranty period.

.6 Inspector's signature.

.7 Construction Contractor.
PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION
PART 1  GENERAL

1.1  SECTION INCLUDES

.1 Methods and procedures for demolition of structures, parts of structures, basements and foundation walls and includes abandonment and removal of septic tanks and tanks containing petroleum products.

1.2  RELATED SECTIONS

.1 Section 01 11 00 – Summary of Work

.2 Section 01 35 29.06 - Health and Safety Requirements

.3 Section 01 35 43 - Environmental Procedures

.4 Section 01 52 00 – Construction Facilities

.5 Section 01 56 00 - Temporary Barriers and Enclosures

.6 Section 01 74 21 – Construction/Demolition Waste Management and Disposal

1.3  REFERENCES

.1 Canadian Standards Association (CSA).

.1  CSA S350, Code of Practice for Safety in Demolition of Structures

1.4  QUALITY ASSURANCE

.1 Prior to start of Work arrange for site visit with Owner’s Representative to examine existing site conditions adjacent to demolition work

.2 Hold project meetings every month.

.3 Ensure key personnel, site supervisor, project manager, subcontractor representatives, attend.

1.5  WASTE MANAGEMENT AND DISPOSAL

.1 Separate waste materials in accordance with Section 01 74 21 – Construction/Demolition Waste Management and Disposal.

1.6  EXISTING CONDITIONS

.1 Should material resembling spray or trowel applied asbestos or any other designated substance be encountered in course of demolition, stop work, take preventative measures,
and notify Owner’s Representative immediately. Do not proceed until written instructions have been received.

.2 Structures to be demolished to be based on their condition on date that tender is accepted.

.3 Salvage items as identified by Owner’s Representative. Remove, protect and store salvaged items as directed by Owner’s Representative. Deliver to Owner as directed.

1.7 DEMOLITION DRAWINGS

.1 Where required by authorities having jurisdiction, submit for approval drawings, diagrams or details showing sequence of demolition work and supporting structures and underpinning.

.2 Submit drawings stamped and signed by qualified professional engineer licensed in Province of Newfoundland and Labrador, Canada.

1.8 ENVIRONMENTAL PROTECTION

.1 Ensure work is done in accordance with Section 01 35 43 – Environmental Procedures.

.2 Support affected structures and, if safety of structure being demolished or adjacent structures or services appears to be endangered cease operations and notify Owner’s Representative.

.3 Prevent debris from blocking surface drainage system, elevators, mechanical and electrical systems which must remain in operation.

.4 Ensure that demolition work does not adversely affect adjacent watercourses, groundwater and wildlife, or contribute to excess air and noise pollution.

.5 Fires and burning of waste or materials is not permitted on site.

.6 Do not bury waste or materials on site.

.7 Do not dispose of waste or volatile materials such as mineral spirits, oil, petroleum based lubricants, or toxic cleaning solutions into watercourses, storm or sanitary sewers. Ensure proper disposal procedures are maintained throughout project.

.8 Do not pump water containing suspended materials into watercourses, storm or sanitary sewers, or onto adjacent properties.

.9 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authorities’ requirements.

.10 Prevent extraneous materials from contaminating air beyond application area, by providing temporary enclosures during demolition work.
Cover or wet down dry materials and waste to prevent blowing dust and debris. Control
dust on all temporary roads.

1.9 SCHEDULING
.1 Ensure project time lines are met without compromising specified minimum rates of
material diversion. Notify Owner’s Representative in writing of delays.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 PREPARATION
.1 Do work in accordance with 01 35 29.06 – Health and Safety Requirements.
.2 Do not disrupt active or energized utilities designated to remain undisturbed.

3.2 SAFETY CODE
.1 Do demolition work in accordance with Section 01 56 00 – Temporary Barriers and
Enclosures.

3.3 DEMOLITION
.1 Remove existing equipment, services, and obstacles where required for refinishing or
making good of existing surfaces, and replace as work progresses.
.2 At end of each day's work, leave Work in safe and stable condition. Protect interiors of
parts not to be demolished from exterior elements at all times.
.3 Demolish to minimize dusting. Keep materials wetted as directed by Owner’s
Representative.
.4 Remove structural framing.
.5 Contain all fibrous materials (e.g. Insulation) to minimize release of airborne fiber while
being transported to waste disposal site or alternative disposal location.
.6 Only dispose of material specified by selected alternative disposal option as directed by
Owner’s Representative.
.7 Ensure that these materials will not be disposed of in landfill or waste stream destined
for landfill.
.8 Remove and dispose of demolished materials except where noted otherwise and in
accordance with authorities having jurisdiction.
Environmental:

.1 Remove contaminated or dangerous materials as defined by authorities having jurisdiction, relating to environmental protection, from site and dispose of in safe manner to minimized danger at site or during disposal.

.10 Prior to the start of any demolition work remove contaminated or hazardous materials as defined by authorities having jurisdiction, from site and dispose of at designated disposal facilities.

.11 Prior to the start of any demolition work remove underground storage tanks and piping as directed.

.12 Use natural lighting to work by wherever possible. Shut off all lighting except those required for security purposes at the end of each day.

3.4 STOCKPILING

.1 Stockpile materials in a location as directed by Owner’s Representative.

.2 Designate appropriate security resources/measures to prevent vandalism, damage and theft.

3.5 REMOVAL FROM SITE

.1 Notify Owner’s Representative in writing of any materials identified as not suitable for alternate disposal. Provide reasons prior to approval for disposal.

.2 Dispose of materials as directed by Owner’s Representative.

.3 Transport material designated for alternate disposal in accordance with applicable regulations.

.4 Dispose of materials not designated for alternate disposal in accordance with applicable regulations.

3.6 REPORTING

.1 Record off-site removal of debris and materials and provide following information regarding removed materials to Owner’s Representative within 24 hours.

.1 Time and date of Removal

.2 Description of Material

.3 Weight and Quantity of Materials.

.4 Breakdown of reuse, recycling and landfill quantities.

.5 End Demolition of Materials.
3.7 COORDINATION

.1 Coordinate alternative disposal activities with Owner’s Representative’s on site waste diversion representative.

END OF SECTION
PART 1 GENERAL

1.1 RELATED SECTIONS

.1 Section 01 33 00 - Submittal Procedures.

.2 Section 01 74 21 – Construction/Demolition Waste Management and Disposal.

1.2 REFERENCES

.1 American Wood-Preservers’ Association (AWPA)

.1 AWPA M2, Standard Inspection of Treated Wood Products.

.2 AWPA M4, Standard for the Care of Preservative-Treated Wood Products.

.2 Canadian Standards Association (CSA)

.1 CSA O80 Series, Wood Preservation.

.2 CSA O80.20, Fire-Retardant Treatment of Lumbering Pressure Processes. This Standard applies to the fire-retardant treatment of lumber by pressure processes. Fire-Retardant Treatment of Lumber by Pressure Processes. This is not a stand alone specification.

.3 CSA O80.27, Fire-Retardant Treatment of Plywood by Pressure Processes. This Standard covers the fire-retardant treatment of Douglas Fir, hardwood, softwood, and Poplar plywood by pressure processes. Fire-Retardant Treatment of Plywood by Pressure Processes. This is not a stand alone specification.

.4 CSA O80.201, Standard for Hydrocarbon Solvents for Preservatives. This Standard covers hydrocarbon solvents for preparing solutions of preservatives. This is not stand alone specification.

.5 CSA O322, Procedure for Certification of Pressure-Treated Wood Materials for Use in Preserved Wood Foundations.

1.3 REGULATORY REQUIREMENTS

.1 Each board or bundle of fire-retardant treated material panel to bear ULC label indicating Flame Spread Classification (FSC), and smoke developed.

1.4 CERTIFICATES

.1 For products treated with preservative, fire-retardant by pressure impregnation submit following information certified by authorized signing officer of treatment plant:

.1 Information listed in AWPA M2 and revisions specified in CSA O80 Series, Supplementary Requirement to AWPA M2 applicable to specified treatment.

.2 Moisture content after drying following treatment with water-borne preservative, fire-retardant.
.3 Acceptable types of paint, stain, and clear finishes that may be used over treated materials to be finished after treatment.

1.5 WASTE MANAGEMENT AND DISPOSAL

.1 Do not dispose of preservative treated wood through incineration.

.2 Do not dispose of preservative treated wood with other materials destined for recycling or reuse.

.3 Dispose of treated wood, end pieces, wood scraps and sawdust at sanitary landfill approved by Owner’s Representative.

.4 Dispose of unused wood preservative material at official hazardous material collections site approved by Owner’s Representative.

.5 Do not dispose of unused preservative material into sewer system, into streams, lakes, onto ground or in other location where they will pose health or environmental hazard.

PART 2 PRODUCTS

2.1 MATERIALS

.1 Preservative: to CAN/CSA-O80 Series, stained finish.

.2 Solvent: to CAN/CSA-O80.201.

PART 3 EXECUTION

3.1 APPLICATION: PRESERVATIVE

.1 Treat lumber to CAN/CSA- O80 Series.

.2 Following water-borne preservative treatment, dry material to maximum moisture content of 19%.

3.2 APPLICATION: FIELD TREATMENT

.1 Comply with AWPA M4 and revisions specified in CAN/CSA-O80 Series, Supplementary Requirements to AWPA Standard M2.

.2 Treat all field cuts with two (2) coats of clear copper napthenate or 5% pentachlorophenol solution, water repellent preservative.

.3 Remove chemical deposits on treated wood to receive applied finish.
END OF SECTION
PART 1  GENERAL

1.1  RELATED SECTIONS

  .1  Section 01 74 21 - Construction/Demolition Waste Management and Disposal.
  .2  Section 06 05 73 - Wood Treatment.
  .3  Section 07 52 00 - Modified Bituminous Membrane Roofing
  .4  Section 07 91 00 - Joint Sealants.

1.2  REFERENCES

  .1  American Society for Testing and Materials (ASTM)
  .2  Canadian General Standards Board (CGSB)
      .1  CAN/CGSB-51.32, Sheathing, Membrane, Breather Type.
      .2  CAN/CGSB-51.34, Vapour Barrier, Polyethylene Sheet for Use in Building Construction.
      .3  CAN/CGSB-71.26, Adhesive for Field-Gluing Plywood to Lumber Framing for Floor Systems.
  .3  Canadian Standards Association (CSA)
      .1  CSA A123.2, Asphalt Coated Roofing Sheets.
      .2  CAN/CSA-A247, Insulating Fiberboard.
      .3  CSA B111, Wire Nails, Spikes and Staples.
      .4  CAN/CSA-G164, Hot Dip Galvanizing of Irregularly Shaped Articles.
      .5  CSA O112 Series, CSA Standards for Wood Adhesives.
      .6  CSA O121, Douglas Fir Plywood.
      .7  CAN/CSA-O141, Softwood Lumber.
      .8  CSA O151, Canadian Softwood Plywood.
      .9  CAN/CSA-O325.0, Construction Sheathing.
  .4  National Lumber Grades Authority (NLGA)
      .1  Standard Grading Rules for Canadian Lumber.

1.3  QUALITY ASSURANCE

  .1  Lumber identification: by grade stamp of an agency certified by Canadian Lumber Standards Accreditation Board.
Plywood, particleboard, OSB and wood based composite panels in accordance with CSA and ANSI standards.

1.4 SUBMITTALS

.1 Submit proof of compatibility between Alkaline Copper Quaternary (ACQ) pressure treated lumber and fasteners to be utilized.

PART 2 PRODUCTS

2.1 FRAMING AND LUMBER MATERIALS

.1 Lumber: unless specified otherwise, softwood, No. 1 or No. 2 grade, S4S, moisture content 19% (S-dry) or less in accordance with following standards:

.1 CAN/CSA-O141.
.2 NLGA Standard Grading Rules for Canadian Lumber.

.2 Framing and board lumber: in accordance with NBC.

.3 Furring, blocking, nailing strips, grounds, rough bucks, fascia backing and sleepers:

.1 Board sizes: "Standard" or better grade.
.2 Dimension sizes: "Standard" light framing or better grade.
.3 Post and timbers sizes: "Standard" or better grade.

.4 Pressure treated material to be Alkaline Copper Quaternary (ACQ).

2.2 PANEL MATERIALS

.1 Plywood, OSB and wood based composite panels: to CAN/CSA-O325.0.

.2 Douglas fir plywood (DFP): to CSA O121, standard construction.

.3 Canadian softwood plywood (CSP): to CSA O151, standard construction.

.4 Insulating fiberboard sheathing: to CAN/CSA-A247.

.5 Expanded polystyrene sheathing: to Section 07 21 13 – Board Insulation.

2.3 ACCESSORIES

.1 Exterior wall sheathing paper: to CAN/CGSB-51.32 single ply, spunbonded olefin type coated impregnated as indicated.

.2 Polyethylene film: to Section 07 26 00 – Vapour Retarders.

.3 Sealants: Section 07 91 00 – Joint Sealants.
.4 General purpose adhesive: to CSA O112 Series.

.5 Nails, spikes and staples: to CSA B111.

.6 Bolts: 12.5 mm diameter unless indicated otherwise, complete with nuts and washers.

.7 Proprietary fasteners: toggle bolts, expansion shields and lag bolts, screws and lead or inorganic fibre plugs, explosive actuated fastening devices, recommended for purpose by manufacturer.

.8 Roof sheathing H-Clips: formed "H" shape, thickness to suit panel material, type approved by Owner’s Representative.

2.4 FASTENER FINISHES

.1 Galvanizing: to CAN/CSA-G164, use galvanized fasteners for exterior work, interior highly humid areas and fire-retardant treated lumber.

2.5 WOOD PRESERVATIVE

.1 Surface-applied wood preservative: clear or copper napthenate or 5% pentachlorophenol solution, water repellent preservative.

PART 3 EXECUTION

3.1 PREPARATION

.1 Treat surfaces of material with wood preservative, before installation.

.2 Apply preservative by dipping, or by brush to completely saturate and maintain wet film on surface for minimum 3 minute soak on lumber and one minute soak on plywood.

.3 Re-treat surfaces exposed by cutting, trimming or boring with liberal brush application of preservative before installation.

.4 Treat all material as indicated as follows:

.1 Wood fascia, backing, curbs, nailers.

3.2 INSTALLATION

.1 Comply with requirements of NBC latest edition, Part 9 supplemented by following paragraphs.

.2 Install members true to line, levels and elevations, square and plumb.

.3 Construct continuous members from pieces of longest practical length.
.4 Install spanning members with "crown-edge" up.

.5 Select exposed framing for appearance. Install lumber and panel materials so that grade-marks and other defacing marks are concealed or are removed by sanding where materials are left exposed.

.6 Install wall sheathing in accordance with manufacturer's printed instructions.

.7 Install roof sheathing in accordance with requirements of NBC.

.8 Install furring and blocking as required to space-out and support, facings, fascia, soffit, and other work as required.

.9 Install furring to support siding applied vertically where there is no blocking and where sheathing is not suitable for direct nailing.

.1 Align and plumb faces of furring and blocking to tolerance of 1:600.

.10 Install rough bucks, nailers and linings to rough openings as required to provide backing for frames and other work.

.11 Install wood cants, fascia backing, nailers, curbs and other wood supports as required and secure using galvanized steel fasteners. Coordinate height of roof curbs with Section 07 52 00 – Modified Bituminous Membrane Roofing.

.12 Install sleepers as indicated.

.13 Use dust collectors and high quality respirator masks when cutting or sanding wood panels.

### 3.3 ERECTION

.1 Frame, anchor, fasten, tie and brace members to provide necessary strength and rigidity.

.2 Countersink bolts where necessary to provide clearance for other work.

.3 Use nailing disks for soft sheathing as recommended by sheathing manufacturer.

### 3.4 SCHEDULES

.1 Roof sheathing:

.1 Plywood, DFP or CSP sheathing grade (SHG) T&G edge, 16 mm thick, unless otherwise indicated.

.2 Exterior wall sheathing:

.1 Plywood, DFP or CSP sheathing grade or (SHG) grade, T&G edge, 16 mm thick, unless otherwise indicated.
END OF SECTION
PART 1  GENERAL

1.1  RELATED WORK
    .1  Section 01 45 00 – Quality Control.
    .2  Section 01 51 00 – Temporary Utilities.
    .3  Section 01 61 00 – Common Product Requirements.
    .4  Section 07 92 00– Joint Sealants.

1.2  REFERENCES
    .1  Sealant and Waterproofer’s Institute – Sealant and Caulking Guide Specification.

1.3  SUBMITTALS
    .1  Submit manufacturer’s product data sheets.
    .2  Submit manufacturer’s installation instructions.

1.4  QUALITY ASSURANCE
    .1  Perform work in accordance with Sealant and Waterproofer’s Institute – Sealant and Caulking Guide Assurance program and requirements for materials and installation.
    .2  Perform Work in accordance with National Air Barrier Association – Professional Contractor Quality Assurance program and requirements for materials and installation.
    .3  Manufacturer’s Representative:
        .1  Inspect substrate prior to commencement of work, twice during application of membrane and at commissioning to ascertain that air/vapour barrier system in installed according to membrane manufacturer’s most current published specifications and details.
        .2  Provide technical assistance to applicator and assist where required in correct installation of membrane.
        .3  Provide certificate of quality compliance upon satisfactory completion of installation.
    .4  Maintain one copy of documents on site.

1.5  QUALIFICATIONS
    .1  Applicator: Company specializing in performing work of this section with minimum 5 years documented experience with installation of air/vapour barrier system. Complete installation must be approved by the material manufacturer.
Applicator: Company who is currently licensed by certifying organization must maintain their license throughout the duration of the project.

1.6 MOCK-UPS

1. Construct mock-up in accordance with Section 01 45 00 – Quality Control.

2. Construct typical panel, 10m² minimum, incorporating wall openings, insulation, building corner condition, illustrating materials interface and seals.

3. Locate where directed.

4. Mock-up may remain as part of the Work.

5. Allow 48 h for inspection of mock-up by Owner’s Representative before proceeding with air/vapour work.

1.7 DELIVERY, STORAGE AND HANDLING

1. Deliver, store and handle materials in accordance with Section 01 61 00 – Common Product Requirements.

2. Deliver, store and handle materials in accordance with manufacturer’s written instructions. Deliver membrane materials in factory wrapped packaging indicating name of manufacturer and product.

3. Avoid spillage. Immediately notify Owner’s Representative if spillage occurs and start clean up procedures.

4. Clean spills and leave area as it was prior to spill.

5. Store roll materials on end in original packaging.

6. Store primers at temperature of 5°C and above to facilitate handling. Keep solvent away from open flame and excessive heat.

1.8 PROJECT ENVIRONMENTAL REQUIREMENTS

1. Do not install solvent curing sealants or vapour release adhesive materials in enclosed spaces without ventilation.

2. Ventilate enclosed spaces in accordance with Section 01 51 00 – Temporary Utilities.

3. Maintain temperature and humidity recommended by materials manufacturer before, during and after installation.
1.9 WARRANTY

1. Provide a written warranty for work of this section from manufacturer for failure due to defective materials and from contractor for failure due to defective installation workmanship for ten (10) years respectively from the date of Substantial Completion.

2. Include coverage of installed sealant and sheet materials which fail to achieve watertight seal, exhibit loss of adhesive or cohesion or do not cure.

PART 2 PRODUCTS

2.1 SHEET MATERIALS THERMAL BARRIER AND AIR/VAPOUR BARRIER

1. Sheet Seal: Self-adhesive bitumen laminated to high-density polyethylene film, nominal total thickness of 1.5 mm.

   1. Membrane Physical properties

      1. Application -5 °C and above
      2. Service Temperature -040 °C to 70 °C
      3. Elongation min 300%
      4. Tensile Strength min 2.24 Mpa
      5. Puncture Resistance min 222 N/m
      6. Water vapour transmission 1.6 ng/Pa.s.m² (0.02 perms)
      7. Moisture Absorption 0.2% max.
      8. Hydrostatic head 70 m water

2.2 SEALANTS

1. Sealants in accordance with Section 07 92 00 – Joint Sealants.

2. Primer: recommended by membrane manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

1. Verify that surfaces and conditions are ready to accept the work of this section.

2. Ensure all surfaces are clean, dry, sound, smooth, continuous and comply with membrane manufacturer’s requirements.

3. Report any unsatisfactory conditions to the Owner’s Representative in writing.

4. Do not start work until deficiencies have been corrected.
3.2 PREPARATION

.1 Remove loose or foreign matter which might impair adhesion of materials.

.2 Ensure all substrates are clean of oil or excess dust; all concrete surfaces free of large voids, spilled areas or sharp protrusions.

.3 Ensure all substrates are free of surface moisture prior to application of membrane and primer.

.4 Ensure metal closures are free of sharp edges and burrs.

.5 Prime substrate surfaces to receive adhesive and sealants in accordance with manufacturer’s instructions.

3.3 INSTALLATION

.1 Install materials in accordance with manufacturer’s instructions.

.2 Over the properly prepared substrate surface apply primer with a roller and allow drying to a tacky surface. Prime only area to be covered in a working day. Reprime area not covered with membrane within 24 hours.

.3 After primer has dried, using a hand roller firmly press the entire membrane onto the primed surface in strict accordance with membrane manufacturer’s written instructions.

.4 Ensure complete coverage of and adhesion of all substrates to receive membrane, including wall penetrations. Co-operate with other trades to ensure continuity of the membrane.

.5 Overlap membrane 50 mm and carefully smooth out with a roller to ensure full continuous bond throughout overlaps without fissures or fishmouthing.

.6 It is important that a complete water seal be achieved. Be responsible for the completeness of the membrane wherever it is not specifically detailed. Consult with Owner’s Representative if there is any doubt as to the integrity of the membrane, whether detailed or not.

.7 In order to ensure a complete seal, seal membrane to all penetrations in an approved manner.

.8 Apply a trowelled bead of mastic to all terminations of the membrane at the end of a day’s work.

.9 Do not enclose membrane until it has been inspected and approved by Owner’s Representative. Inform Owner’s Representative 48 hours prior to required inspection.

.10 Install drainage board to face of waterproofing membrane.
3.4 PROTECTION OF WORK

.1 Protect finished work in accordance with Section 01 61 00 – Common Product Requirements.

.2 Do not permit adjacent work to damage work of this section.

.3 Ensure finished work is protected from climatic conditions.

3.5 INSPECTION

.1 Carefully inspect for continuity of waterproofing prior to placement of drainage board.

.2 Repair all deficient membrane areas.

.3 Misaligned or inadequately lapped seams, punctures or other damage must be repaired with a patch of membrane extending 50 mm in all directions from edge of damaged areas.

.4 Cover membrane immediately after Owner’s Representative’s inspection to protect from damage by other trades.

END OF SECTION
PART 1  GENERAL

1.1  SUMMARY
   .1 Section Includes:
      .1 Roof deck vents.

1.2  RELATED SECTIONS
   .1 Section 01 33 00 - Submittal Procedures.
   .2 Section 01 74 21 – Construction/Demolition Waste Management and Disposal.

1.3  REFERENCES
   .1 American National Standards Institute (ANSI)/ National Fire Protection Association (NFPA)
   .2 American Society for Testing and Materials International (ASTM)
   .3 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
      .1 Material Safety Data Sheets (MSDS).
   .4 Sheet Metal and Air Conditioning Contractors' National Association (SMACNA)
   .5 Society of Automotive Engineers (SAE)

1.4  SYSTEM DESCRIPTION
   .1 Performance Requirements:
      .1 Catalogued or published ratings for manufactured items: obtained from tests carried out by manufacturer or those ordered by manufacturer from independent testing agency signifying adherence to codes and standards.

1.5  SUBMITTALS
   .1 Product Data:
      .1 Submit manufacturer's printed product literature, specifications and datasheet in accordance with Section 01 33 00 - Submittal Procedures. Include product characteristics, performance criteria, and limitations.
1.6 QUALITY ASSURANCE
   .1 Health and Safety Requirements: do construction occupational health and safety in accordance with Section 01 35 29.06 - Health and Safety Requirements.

1.7 DELIVERY, STORAGE, AND HANDLING
   .1 Packing, shipping, handling and unloading:
      .1 Deliver, store and handle in accordance with Section 01 61 00 - Common Product Requirements.
      .2 Deliver, store and handle materials in accordance with manufacturer's written instructions.
   .2 Waste Management and Disposal:
      .1 Construction/Demolition Waste Management and Disposal: separate waste materials for reuse and recycling in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.

PART 2 PRODUCTS

2.1 GRAVITY ROOF OUTSIDE AIR INTAKES AND RELIEF VENTS
   .1 Roof Deck Vent: Duraflo 50 roof vent or equal, Model # 6050 heavy duty 50 square inch free area complete with insect and snow screen. Quantity and location as shown on drawings.
   .2 Colour: to suit roofing color as selected by Owner.
   .3 Acceptable material: Maximum ventilation Ltd., Model 301-12, or approved equal.

PART 3 EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS
   .1 Compliance: comply with manufacturer's written recommendations or specifications, including product technical bulletins, handling, storage and installation instructions, and datasheet.

3.2 INSTALLATION
   .1 In accordance with manufacturer's recommendations.
   .2 Anchor securely into opening. Seal with caulking around to ensure weather tightness.
   .3 Provide built-up blocking for roof ventilator for use on sloped roof as indicated.
3.3 CLEANING

.1 Proceed in accordance with Section 01 74 11 - Cleaning.

.2 Upon completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment.

END OF SECTION
PART 1  GENERAL

1.1  RELATED WORK

.1  Section 01 33 00 - Submittal Procedures.
.2  Section 01 35 43 - Environmental Procedures.
.3  Section 01 45 00 - Quality Control.
.4  Section 01 61 00 - Common Product Requirements.
.5  Section 01 74 11 - Cleaning.
.6  Section 01 74 21 - Construction/Demolition Waste Management and Disposal.
.7  Section 01 78 00 - Closeout Submittals.
.8  Section 06 10 00 - Rough Carpentry.
.9  Section 07 62 00 - Sheet Metal Flashing and Trim.
.10 Section 07 92 00 - Joint Sealants.

1.2  REFERENCES

.1  American Society for Testing and Materials (ASTM)


.2  Canadian General Standards Board (CGSB).

.2  CAN/CGSB-37.29, Rubber-Asphalt Sealing Compound.
.3  CAN/CGSB - 51.33 Vapour Barrier Sheet, Excluding Polyethylene, for Use in Building Construction.

.3  Canadian Roofing Contractor’s Association (CRCA)


.4  Underwriters Laboratories’ of Canada (ULC)

.1  CAN/ULC-S701, Thermal Insulation, Polystyrene, Boards and Pipe Covering.
.3  CAN/ULC-S704, Thermal Insulation, Polyurethane and Polyisocyanurate Boards, Faced.
1.3 SECTION INCLUDES

.1 Removal of stone cover, membrane, membrane flashing, metal counter flashing, deck sheathing, and air/vapour barrier, exposing existing deck.

.2 Provision of new deck sheathing, air/vapour barrier, insulation, membrane, membrane flashing and metal counter flashing.

1.4 SHOP DRAWINGS

.1 Indicate in shop drawings flashings, control joints, tapered insulation details, roof drains and all required roofing materials.

.2 Provide layout for tapered insulation.

1.5 STORAGE AND HANDLING

.1 Refer to Section 01 61 00 - Common Product Requirements for storage and handling requirements.

.2 Store materials off-ground in weatherproof storage.

.3 Store materials in upright position. Store membrane rolls with selvage edge up, store as per manufacturer’s requirements to meet warranty.

.4 Remove only in quantities required for same day use.

.5 Place plywood runways over work to protect work and enable work flow.

.6 Store sealants at +5°C minimum.

.7 Store insulation protected from daylight, weather and deleterious materials.

1.6 ENVIRONMENTAL REQUIREMENTS

.1 Do not install roofing when temperature remains below -18°C for torch application, or to manufacturers' recommendations for mop application.

.2 Minimum temperature for solvent-based adhesive is -5°C.

.3 Install roofing on dry deck, free of snow and ice, use only dry materials and apply only during weather that will not introduce moisture into roofing system.

1.7 PROTECTION

.1 Fire Extinguishers: maintain one stored pressure rechargeable type with hose and shut-off nozzle, ULC labeled for A, B and C class protection. Size 9 kg on roof per torch applicator, within 10 m of torch applicator.
.2 Contractor to provide safety person on site at all times during the roofing process and shall remain on site two (2) hours after work has ceased or after torching has stopped. Safety person shall scan the perimeter and roof penetration details with a hand held infrared gun.

.3 Remove only as much existing roofing as can be replaced by the end of each working day.

.4 Contractor to verify existing under deck mounted electrical conduits prior to installing mechanically fastened roof assembly.

1.8 WARRANTY

.1 Provide a written guarantee signed and issued in the name of The Owner by the Roofing System Manufacturer stating that roofing membrane is free from manufacturing defects and that the system will stay in place and remain leak proof for a period of ten (10) years from date of Substantial Certificate of Completion, subject to the standard limitations and conditions of the manufacturer.

.2 Provide a written guarantee, signed and issued in the name of the Owner by the Contractor, stating that the roofing application has been performed in compliance with the plans and specifications, and for two (2) years from the date of Substantial Certificate of Completion, the Contractor shall repair, at no expense to the Owner, any defects which result of a failure to comply with the plans and specifications.

.3 Defective work shall include, but not limited to: leaking, wind uplift, delamination of roofing materials, reduction of thermal value due to moisture in insulation, crazing and ridging.

.4 Warranty to be non-prorated.

1.9 COMPATIBILITY

.1 Compatibility between components of roofing system is essential. Provide written declaration to Owner’s Representative stating that materials and components, as assembled in system, meet this requirement.

1.10 QUALITY ASSURANCE

.1 Membrane: applied by applicator acceptable to Owner’s Representative and approved by manufacturer for application of its products.

.2 Applicators: minimum 5 years proven experience.

.3 Manufacturer’s representative:

.1 Inspect roofing system at the start of construction, midway and as required for commissioning. Additional inspections may be carried out at the discretion of the Roofing System Manufacturer.
.2 Provide technical assistance where required to correct installation of roofing system.

.4 Refer to Section 01 33 00 – Submittal Procedures and Section 01 45 00 - Quality Control for submission procedures.

.5 Submit laboratory test reports certifying compliance of bitumens and membranes with specification requirements.

1.11 MOCK-UP

.1 If requested construct mock-up in accordance with Section 01 45 00 - Quality Control.

.2 Mock up to be 10 m² minimum size showing typical membrane lap joint, one inside and one outside corner parapet flashing. Insulation and fastening method, air/vapour barrier lap, gypsum board and fastening method and workmanship.

.3 Allow 48 hours for inspection of mock-up by Owner’s Representative before proceeding with roofing work.

.4 Accepted mock up may form part of completed work.

PART 2 PRODUCTS

2.1 AIR/VAPOUR BARRIER

.1 As specified in Section 07 13 26 – Self Adhered Sheet Waterproofing.

2.2 COVER BOARD COMPONENTS

.1 Asphalt Recover Board: Semi-rigid asphalt roofing substrate composed of mineral core between glass fibre mats, 1200 x 1500mm sheets, minimum thickness 3.0 mm.

2.3 BASE SHEET

.1 Base Sheet: Base sheet: to CGSB 37-GP-56M, Styrene-Butadiene-Styrene (SBS) elastomeric polymer, prefabricated sheet, non woven, polyester reinforcement, weighing 180 g/m².

.1 Type 2, fully adhered.

.2 Class C-plain surfaced.

.3 Grade heavy duty service.

.4 Top and bottom surfaces:

.1 Polyethylene/polyethylene.

.5 Base sheet membrane properties:

.1 Strain energy (longitudinal/transversal): 9.0/7.0 kN/m.
2.4 CAP SHEET

.1 Cap sheet: to CGSB 37-GP-56M, Styrene-Butadiene-Styrene (SBS) elastomeric polymer, prefabricated sheet, glass, polyester reinforcement, weighing 250 g/m².

.1 Type 1, fully adhered.
.2 Class A-granule surfaced.
.3 Grade heavy duty service.
.4 Bottom surface polyethylene.
.5 Colour to be light grey unless otherwise indicated.
.6 Cap sheet membrane properties:

.1 Strain energy (longitudinal/transversal): 13.0/10.0 kN/m.
.2 Breaking strength (longitudinal/transversal): 25.0/16.0 kN/m.
.3 Ultimate elongation (longitudinal/transversal): 60/65 %.
.4 Tear resistance: 80 N.
.5 Cold bending at -30 degrees C: No cracking.
.6 Static puncture resistance: > 470.
.7 Dimensional Stability: -0.2 / 0.2 %.

.2 Minimum total thickness if base sheet and cap sheet combined to be 5.8 mm. Cap sheet and base sheet to be of same manufacturer.

.3 Install contrasting colour cap sheet, 2.0 m wide, along the entire perimeter of all roof sections. Contrast colour cap sheet to be installed over cap sheet. Colour to be as per Owner’s Representative selection from manufacturer’s standard colour range.

2.5 BASE SHEET FLASHING

.1 To CGSB 37-GP-56M, Type 2, Class C, Grade 2, non-woven polyester reinforced 180g/m², self-adhesive membrane with polyethylene top face and release film under face.

2.6 SEALERS

.1 Mastic made of synthetic rubbers, plasticized with bitumen and solvents with aluminum pigments to provide greater resistance to U.V.
2.7 PRIMERS

.1 For self-adhesive membranes: A blend of elastomeric bitumen, volatile solvents and adhesive enhancing resins used to prime porous and non-porous substrates such as gypsum board, wood, concrete or metal to enhance the adhesion of self-adhesive membranes at temperatures above -10°C.

.2 For heat welded membranes: A blend of elastomeric bitumen, volatile solvents and adhesive enhancing additives used to prime concrete or metal substrates to enhance the adhesion of torch-applied membranes.

2.8 FASTENERS

.1 Fasteners: minimum #14 mechanical fasteners made of case-hardened carbon steel with corrosion resistance coating, complying with FM standards. 75 mm diameter round or hexagon stress plates complying with CSA B35.3 and FM 4470 approval standards, diameter and lengths as required to suit total assembly thickness. Ensure fasteners have the following deck penetration:

.1 For wood decks: minimum 25 mm.

.2 Roofing adhesive: single-component, moisture cured, solvent free polyurethane adhesive, dispensed from a portable disposable pre-pressurized container.

PART 3 EXECUTION

3.1 WORKMANSHIP

.1 Do roofing work in accordance with applicable, standard in Canadian Roofing Contractors Association (CRCA) Roofing Specifications Manual, except where specified otherwise.

3.2 PROTECTION

.1 Cover walls and adjacent work where materials hoisted or used.

.2 Use warning signs and barriers. Maintain in good order until completion of work.

.3 Clean off drips and smears of bituminous material immediately.

.4 Dispose of rain water off roof and away from face of building until roof drains or hoppers installed and connected. Refer to Section 01 35 43 - Environmental Procedures for site drainage requirements.

.5 Protect roof from traffic and damage.

.6 At end of each day’s work or when stoppage occurs due to inclement weather, provide protection for completed work and materials out of storage.
.7 Install insulation promptly to avoid possibility of condensation beneath vapour retarder.

.8 Take necessary measures ensuring no penetration of the elements will occur to the building after commencement of work, including but not limited to water.

.9 Only remove quantities of existing roofing material and install quantities of new roofing materials per day that can be covered with waterproofing membranes.

3.3 EXAMINATION ROOF DECKS

.1 Examine roof decks and immediately inform of Owner’s Representative in writing of defects.

.2 Prior to commencement of work ensure:

   .1 Decks are firm, straight, smooth, dry, and free of snow, ice or frost, and swept clean of dust and debris.

   .2 Curbs have been built. Coordinate height of roof curbs with Section 06 10 00 – Rough Carpentry.

   .3 Plywood and lumber nailer plates have been installed to deck, walls and parapets as indicated.

.3 Do not install roofing materials during rain or snowfall.

3.4 EXPOSED MEMBRANE ROOFING APPLICATION (WOOD DECK)

.1 Air/Vapour Barrier:

   .1 As specified in Section 07 13 26 – Self Adhered Sheet Waterproofing.

.2 Cover Board Components (Asphalt Recover Board):

   .1 Loosely lay Asphalt Recover Board over wood deck.

   .2 Place boards in parallel rows with ends staggered and in firm contact with one another.

   .3 Cut end boards to suit.

   .4 Mechanically fasten asphalt recover board over wood deck with plates and fasteners.

   .5 Fit boards tight together. Stagger joints between asphalt recover board and cover board. Install fasteners/adhesive based on design wind uplift securement requirements, for the building site location, for insulation and cover board, using FMRC approved fasteners placed in accordance with manufacturer’s recommendations.

.3 Base Sheet Application:

   .1 Starting at low point of roof, perpendicular to slope, unroll base sheet, align and reroll from both ends.

   .2 Unroll and torch base sheet onto recover board taking care not to burn membrane or its reinforcement.
.3 Lap sheets 75 mm minimum for side and 150 mm minimum for end laps.
.4 Application to be free of blisters, wrinkles and fishmouths.

.4 Cap Sheet Application:
.1 Starting at low point on roof, perpendicular to slope, unroll cap sheet, align and reroll from both ends.
.2 Unroll and torch cap sheet onto base sheet taking care not to burn membrane or its reinforcement.
.3 Lap sheets 75 mm minimum for side laps and 150 mm minimum for end laps. Offset joints in cap sheet 300 mm minimum from those in base sheet.
.4 Application to be free of blisters, fishmouths and wrinkles.
.5 Do membrane application in accordance with manufacturer's recommendations.

.5 Flashings:
.1 Complete installation of flashing base sheet stripping prior to installing membrane cap sheet.
.2 Torch, base and cap sheet onto substrate in 1 metre wide strips.
.3 Lap flashing base sheet to membrane base sheet minimum 150 mm and seal by torch welding.
.4 Lap flashing cap sheet to membrane cap sheet 250 mm minimum and torch weld.
.5 Provide 75 mm minimum side lap and seal.
.6 Properly secure flashings to their support, without sags, blisters, fishmouths or wrinkles.
.7 Do work in accordance with manufacturer's recommendations.

3.5 ROOF PENETRATIONS
.1 Install vent stack covers and other roof penetration Flashings and seal to membrane in accordance with the manufacturer's recommendations and details.

3.6 CLEANING
.1 Perform in accordance with Section 01 74 11 - Cleaning.

END OF SECTION
PART 1  GENERAL

1.1  RELATED SECTIONS
   .1  Section 01 33 00 - Submittal Procedures.
   .2  Section 01 74 21 – Construction/Demolition Waste Management and Disposal.
   .3  Section 06 10 00 – Rough Carpentry.
   .4  Section 07 52 00 – Modified Bituminous Membrane Roofing.
   .5  Section 07 92 00 – Joint Sealants.

1.2  REFERENCES
   .1  The Aluminum Association Inc. (AA)
      .1  Aluminum Sheet Metal Work in Building Construction.
      .2  AA DAF45, Designation System for Aluminum Finishes.
      .2  American Society for Testing and Materials (ASTM International)
         .1  ASTM A653/A653M, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
         .4  ASTM D822, Standard Practice for Filtered Open-Flame Carbon-Arc Exposures of Paint and Related Coatings.
      .3  Canadian General Standards Board (CGBS)
         .1  CAN/CGSB-37.5, Cutback Asphalt Plastic Cement.
      .4  Canadian Roofing Contractors Association (CRCA)
         .1  Roofing Specifications Manual.
      .5  Canadian Standards Association (CSA International)
         .1  CSA A123.3, Asphalt Saturated Organic Roofing Felt.
         .2  CSA B111, Wire Nails, Spikes and Staples.

1.3  SAMPLES
   .1  Submit duplicate 50 x 50 mm samples of each type of sheet metal material, colour and finish.
PART 2  PRODUCTS

2.1 SHEET METAL MATERIALS

.1 Aluminum-zinc alloy coated steel sheet: to ASTM A792/A792M, commercial quality, grade 33 with AZ150 coating, regular spangle surface, 0.60 mm base metal thickness. Pre-painted to CGSB –GP-71.

2.2 PREFINISHED STEEL SHEET

.1 Prefinished sheet with factory applied polyvinylidene fluoride.

.1 Class F1S
.2 Colour as selected by Owner’s Representative from manufacturer's standard range.
.3 Specular gloss: 30 units +/- 5 in accordance with ASTM D523.
.4 Coating thickness: not less than 22 micrometres.
.5 Resistance to accelerated weathering for caulk rating of 8, colour fade 5 units or less and erosion rate less than 20 % to ASTM D822 as follows:
   .1 Outdoor exposure period 2500 hours.
   .2 Humidity resistance exposure period 5000 hours.

2.3 ACCESSORIES

.1 Isolation coating: alkali resistant bituminous paint.
.2 Plastic cement: to CAN/CGSB 37.5.
.3 Underlay for metal flashing: No. 15 perforated asphalt felt to CSA A123.3.
.4 Sealants: Section 07 92 00 – Joint Sealants.
.5 Cleats: of same material, and temper as sheet metal, minimum 50 mm wide. Thickness same as sheet metal being secured.
.6 Fasteners: of same material as sheet metal, to CSA B111, ring thread flat head roofing nails of length and thickness suitable for metal flashing application.
.7 Washers: of same material as sheet metal, 1 mm thick with rubber packings.
.8 Touch-up paint: as recommended by prefinished material manufacturer.

2.4 FABRICATION

.1 Fabricate metal flashings and other sheet metal work in accordance with applicable CRCA ‘FL’ series details as indicated.
.2 Fabricate aluminum flashings and other sheet aluminum work in accordance with Aluminum Association Aluminum Sheet Metal Work in Building Construction.

.3 Form pieces in 2400 mm maximum lengths. Make allowance for expansion at joints.

.4 Hem exposed edges on underside 12 mm. Mitre and seal corners with sealant.

.5 Form sections square, true and accurate to size, free from distortion and other defects detrimental to appearance or performance.

.6 Apply isolation coating to metal surfaces to be embedded in concrete or mortar.

2.5 METAL FLASHINGS

.1 Form flashings, copings and fascias to profiles indicated of 0.60 mm thick prefinished steel.

PART 3 EXECUTION

3.1 INSTALLATION

.1 Install sheet metal work in accordance with CRCA FL series details and as detailed.

.2 Use concealed fastenings except where approved before installation.

.3 Provide underlay under sheet metal. Secure in place and lap joints 100 mm.

.4 Counterflash bituminous flashings at intersections of roof with vertical surfaces and curbs. Flash joints using S-lock forming tight fit over hook strips, as detailed.

.5 Lock end joints and caulk with sealant.

END OF SECTION
PART 1 GENERAL

1.1 SECTION INCLUDES

.1 Materials, preparation and application for caulking and sealants.

.2 Text to complete other various Sections containing sealant or caulking specifications, including Section 07 52 00 - Modified Bituminous Membrane Roofing.

1.2 RELATED SECTIONS

.1 Section 01 33 00 - Submittal Procedures.

.2 Section 01 45 00 - Quality Control.

.3 Section 01 61 00 - Common Product Requirements.

.4 Section 01 74 21 – Construction/Demolition Waste Management and Disposal.

1.3 REFERENCES

.1 American Society for Testing and Materials International, (ASTM)

.1 ASTM C919, Standard Practice for Use of Sealants in Acoustical Applications.

.2 Canadian General Standards Board (CGSB)

.1 CAN/CGSB-19.13, Sealing Compound, One-component, Elastomeric, Chemical Curing.

.3 Department of Justice Canada (Jus)

.1 Canadian Environmental Protection Act (CEPA).

.4 Health Canada/Workplace Hazardous Materials Information System (WHMIS)

.1 Material Safety Data Sheets (MSDS).

.5 Transport Canada (TC)

.1 Transportation of Dangerous Goods Act (TDGA).

1.4 SUBMITTALS

.1 Manufacturer's product to describe.

.1 Caulking compound.

.2 Primers.

.3 Sealing compound, each type, including compatibility when different sealants are in contact with each other.
1.4 Installation instructions, surface preparation and product limitations.

.2 Submit duplicate samples of each type of material and colour.

.3 Cured samples of exposed sealants for each color where required to match adjacent material.

.4 Manufacturers’ instructions to include installation instructions for each product used.

1.5 QUALITY ASSURANCE/MOCK-UP

.1 Construct mock-up in accordance with Section 01 45 00 - Quality Control.

.2 Construct mock-up to show location, size, shape and depth of joints complete with back-up material, primer, caulking and sealant. Mock-up may be part of finished work.

.3 Allow 24 hours for inspection of mock-up by Owner's Representative before proceeding with sealant work.

.4 Mock-up will be used:

.1 To judge workmanship, substrate preparation, operation of equipment and material application.

.5 When accepted, mock-up will demonstrate minimum standard of quality required for this Work.

1.6 DELIVERY, STORAGE, AND HANDLING

.1 Deliver, handle, store and protect materials in accordance with Section 01 61 00 - Common Product Requirements.

.2 Deliver and store materials in original wrappings and containers with manufacturer's seals and labels, intact. Protect from freezing, moisture, water and contact with ground or floor.

1.7 PROJECT CONDITIONS

.1 Environmental Limitations:

.1 Do not proceed with installation of joint sealants under following conditions:

.1 When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 4.4˚C.

.2 When joint substrates are wet.

.2 Joint-Width Conditions:

.1 Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.

.3 Joint-Substrate Conditions:
Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

**PART 2  PRODUCTS**

**2.1 SEALANT MATERIALS**

.1 Sealants and Caulking compounds must:

.1 Meet or exceed all applicable governmental and industrial safety and performance standards; and

.2 Be manufactured and transported in such a manner that all steps to the process, including the disposal of waste products arising therefrom, will meet the requirements of all applicable governmental acts, by laws and regulations including, for facilities located in Canada, the Fisheries Act and the Canadian Environmental Protection Act (CEPA).

.2 Sealant and caulking compounds must not be formulated or manufactured with:

- aromatic solvents, fibrous talc or asbestos, formaldehyde, halogenated solvents, mercury, lead, cadmium, hexavalent chromium, barium or their compounds, except barium sulphate.

.3 Sealant and caulking compounds must no contain a total of volatile organic compound (VOC’s) in excess of 5% by height as calculated from records of the amounts of constituents used to make the product.

.4 Sealant and caulking compounds must be accompanied by detailed instructions for proper application so as to minimize health concerns and maximize performance, and information describing proper disposal methods.

.5 Do not use caulking that emits strong odours, contains toxic chemicals or is not certified as mould resistant in air handling units.

.6 When low toxicity caulks are not possible, confine usage to areas which off-gas to exterior, are contained behind air barriers, or are applied several months before occupancy to maximize off-gas time.

.7 Where sealants are qualified with primers use only these primers.

.8 Sealants acceptable for use on this project must be listed on CGSB Qualified Products List issued by CGSB Qualification Board for Joint Sealants. Where sealants are qualified with primers use only these primers.

**2.2 SEALANT MATERIAL DESIGNATIONS**

.1 Urethanes One Part.
.1 Standard of acceptance to be Sopremastic as manufactured by Soprema Inc. or approved equal.

.2 Preformed Compressible and Non-Compressible back-up materials.

.1 Polyethylene, Urethane, Neoprene or Vinyl Foam.
  .1 Extruded closed cell foam backer rod.
  .2 Size: oversize 30 to 50%.

.2 Neoprene or Butyl Rubber.
  .1 Round solid rod, Shore A hardness 70.

.3 High Density Foam.
  .1 Extruded closed cell polyvinyl chloride (PVC), extruded polyethylene, closed cell, Shore A hardness 20, tensile strength 140 to 200 kPa, extruded polyolefin foam, 32 kg/m³ density, or neoprene foam backer, size as recommended by manufacturer.

.4 Bond Breaker Tape.
  .1 Polyethylene bond breaker tape which will not bond to sealant.

2.3 SEALEANT SELECTION

.1 Perimeters of exterior openings where frames meet exterior facade of building, Sealant type CAN/CGSB-19.13.

.2 Seal interior perimeters of exterior openings as detailed on drawings: Sealant type: CAN/CGSB – 19.13.

2.4 JOINT CLEANER

.1 Non-corrosive and non-staining type, compatible with joint forming materials and sealant recommended by sealant manufacturer.

.2 Primer: as recommended by manufacturer.

PART 3 EXECUTION

3.1 PROTECTION

.1 Protect installed Work of other trades from staining or contamination.

3.2 SURFACE PREPARATION

.1 Examine joint sizes and conditions to establish correct depth to width relationship for installation of backup materials and sealants.

.2 Clean bonding joint surfaces of harmful matter substances including dust, rust, oil grease, and other matter which may impair work.
3.3 PRIMING

.1 Where necessary to prevent staining, mask adjacent surfaces prior to priming and caulking.

.2 Prime sides of joints in accordance with sealant manufacturer's instructions immediately prior to caulking.

3.4 BACKUP MATERIAL

.1 Apply bond breaker tape where required to manufacturer's instructions.

.2 Install joint filler to achieve correct joint depth and shape, with approximately 30% compression.

3.5 MIXING

.1 Mix materials in strict accordance with sealant manufacturer's instructions.

3.6 APPLICATION

.1 Sealant.

.1 Apply sealant in accordance with manufacturer's written instructions.

.2 Mask edges of joint where irregular surface or sensitive joint border exists to provide neat joint.

.3 Apply sealant in continuous beads.

.4 Apply sealant using gun with proper size nozzle.

.5 Use sufficient pressure to fill voids and joints solid.

.6 Form surface of sealant with full bead, smooth, free from ridges, wrinkles, sags, air pockets, embedded impurities.

.7 Tool exposed surfaces before skinning begins to give slightly concave shape.

.8 Remove excess compound promptly as work progresses and upon completion.

.2 Curing.

.1 Cure sealants in accordance with sealant manufacturer's instructions.

.2 Do not cover up sealants until proper curing has taken place.

.3 Cleanup.
.1 Clean adjacent surfaces immediately and leave Work neat and clean.
.2 Remove excess and droppings, using recommended cleaners as work progresses.
.3 Remove masking tape after initial set of sealant.

END OF SECTION
PART 1 GENERAL

1.1 SECTION INCLUDES
.1 Supply and installation of fall arrest roof anchors, including:
   .1 Fall Arrest Roof anchors

1.2 RELATED SECTIONS
.1 Section 06 10 00 – Rough Carpentry
.2 Section 07 20 00 – Thermal Protection
.3 Section 07 52 00 – Modified Bituminous Membrane Roofing
.4 Section 07 92 00 – Joint Sealers

1.3 REFERENCES
.1 The work of this Section shall conform to:
   1. National Standards of Canada
   2. Canadian Standards Association
      a. CSA G40.21, M350W and M300W (Structural Quality Steels).
      b. CSA W47.1 (Certification of Companies for Fusion Welding of Steel Structures).
      c. CSA W59 (Welded Steel Construction - Metal ARC Welding).
      d. CSA G164 (Hot Dip Galvanizing of Irregularly Shaped Articles).
   3. Canadian General Standards Board
   4. Canadian Urethane Foam Contractor’s Association

1.4 SYSTEM DESCRIPTION
.1 Co-ordinate work of this Section with Section 07 52 00 – Modified Bituminous Membrane Roofing, to provide continuous waterproof protection.

1.5 SUBMITTALS
.1 Manufacturer's descriptive literature for each product, including section or other type details.
.2 Manufacturing's written installation instructions.

.3 Shop drawings and samples shall be submitted in accordance with Section 01 33 00. Shop drawings to show typical roof anchor installation details, including fastener data, quantities and anchor rated capacity.

.4 Upon completion of project, provide Owner with Log Book for mandatory annual inspection.

.5 Upon completion of project, provide Owner with roof plan showing layout of safety anchor system. This plan needs to be posted at exits to roof.

1.6 QUALITY ASSURANCE

.1 Fall arrest roof anchors manufacturer to have minimum 3 years documented experience in the design and fabrication of fall protection systems.

.2 Comply with all requirements of:
   .1 National Building Code of Canada.
   .2 CSA Z259.16-04 (Reaffirmed 2009)

PART 2 PRODUCTS

2.1 MANUFACTURER

.1 Provide products manufactured classified as permanent roof anchors, and to include:
   .1 Injection molded urethane insulation to CGSB-51-GP 46MP and ASTM C1029-90, as applicable;
   .2 Maintenance free design;
   .3 Materials and size options;
   .4 Treated flashing deck flange, as applicable;
   .5 Written installation instructions.

2.2 MANUFACTURED UNITS

.1 Supply permanent, pre-engineered wood roof truss mounted roof anchors, standard of acceptance: DBI-SALA – Model 2103670 Permanent Roof Anchor, as distributed by Capital Safety Group of Canada, Mississauga, ON; quantity and location as shown on drawings which are included with tender documents.
   .1 Maximum working load: 141 kg (310 lbs)
   .2 Roof anchors shall be suitable for connection to 38x (2x) wood framing members.
   .3 Roof anchors shall include UV resistant flashings and UV resistant protective covers.
PART 3 EXECUTION

3.1 EXAMINATION

.1 Report to the Owner in writing, defects of work prepared by other trades and other unsatisfactory site conditions. Verify site dimensions. Commencement of work will imply acceptance of prepared work.

3.2 PREPARATION

.1 For re-roofing or retrofit work, remove existing roof assembly as necessary to allow for installation of roof anchors.

.2 In the event of structural deficiencies, deck corrosion or deterioration, advise Owner that a structural engineer must assess and approve all surfaces upon which the work of this Section depends. Institute repairs and/or reinforcement where necessary. Costs of this item are not in Contract.

.3 If necessary, protect building interior and contents against ingestion of water, dust, debris or other material.

3.3 INSTALLATION

.1 Roof Anchors

.1 Install anchors or equipment in accordance with manufacturer’s printed instructions, shop drawings and as specified.

.2 Ensure anchors or equipment is installed per Manufacturer's instructions. Prior to installing flashing/finished roofing or otherwise concealing any work for the roof anchors, the Contractor shall provide the Owner 3 days notice to allow for inspection of the work by the Owner’s Representative. The Contractor shall not proceed with further anchor installations or final weather-tight roofing install until acceptance of the work is given by the Owner’s Representative.

.3 Where necessary, provide protection against deterioration due to contact of dissimilar materials.

.4 See next page for plan of attic space access.

.2 Flashing

.1 Install roof anchor flashing in accordance with manufacturer’s printed instructions, shop drawings and as specified.

.2 Torch membrane until bitumen is fluid and set flashing deck flange into fluid. Flash in flange with two overlapping layers of Modified Bitumen and seal with asphalt sealer.

.3 Apply Eternabond tape all around anchor post at top of flashing.

3.4 FIELD QUALITY CONTROL

.1 Comply with the requirements of Section 01 45 00 - Quality Control.
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<th>ADJUSTING AND FINAL INSPECTION</th>
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<td><strong>.1</strong> Verify that all manufactured units have been installed in accordance with specifications and details, and will function as intended. Adjust any items where necessary to ensure proper operation.</td>
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<th>CLEANING</th>
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<td><strong>.1</strong> Clean manufactured units using materials and methods approved by manufacturer. Do not use cleaners or techniques which could impair performance of the roofing system.</td>
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END OF SECTION
CARMELITE HOUSE
RE-ROOFING 2017
GRAND FALLS-WINDSOR, NEWFOUNDLAND AND LABRADOR

Prime Consultant
Exploits Engineering Consultants Ltd.
2 Mill Road
Grand Falls-Windsor, NL
A2A 1B7
Tel: (709) 489-9150
Fax: (709) 489-9185
admin@exploitengineering.ca

List of Drawings
1 OF 4 EXISTING CONDITIONS/DEMOLITION ROOF PLAN
2 OF 4 NEW ROOF PLAN AND DETAIL
3 OF 4 NEW ROOF fastening pattern
4 OF 4 ROOFING DETAILS AND ELEVATIONS
M1 OF 2 SPECIFICATION
M2 OF 2 NEW ROOF TOP EXHAUST FAN – DWG PLAN, REVISED PLAN AND DETAIL

EECL Project No. 17-040
CH # 2017-27

ISSUED FOR TENDER (AUGUST 16, 2017)
Fall-Protection System - Owner Notes

- Type of System: Fall Arrest
- Design of this fall-protection system is in accordance with CSA Z259.16-04 (Reaffirmed 2009) and with the requirements of the Occupational Health and Safety Act of the Province of Newfoundland and Labrador.

- Roof anchors are designed to the following performance requirements:
  - Maximum arrest force of 6 kN when wearing a full-body harness
  - Maximum deceleration distance = 1.2m
  - Maximum free fall distance = 1.8m

- Prior to using this fall-protection system, the user shall develop and implement a rescue plan.

- Roof anchors shall not be used for anything other than fall protection.
- Roof anchors may not be used to support any static loads.
- Roof anchors may not be used to raise or lower equipment from the roof.
- Roof anchors may not be used for fall rescue.

- Roof anchors may not be used to brace or guy any roof supported equipment.

- Personnel using this fall-protection system shall adhere to the following:
  - Users shall connect to a clutching self-retracting lanyard or a personal energy absorber.
  - Users shall follow the manufacturer's limitations for weather, temperature and wet/dry requirements.
  - Maximum weight of each user, including all clothing and equipment = 140.6 kg
  - All users shall wear a properly fitted body harness.

- Roof anchors that have been subjected to forces of arresting a fall must be removed from service immediately.


Inspection/Maintenance Requirements

- Inspections shall be performed by a competent person.
- The affected components of the fall-protection system shall be inspected immediately after a fall.
- All components of the fall anchors, including the anchor framing, shall be inspected annually during the period of service.
- Presence of water penetration through the roof sheathing.
- Presence of metal deterioration, including rust, steel swelling and chipped or otherwise damaged finishes.
- Deflection or displacement of the anchor from its installed state.
- See manufacturer's literature for additional inspection and maintenance requirements.

Following notes are for owners and shall not be applicable to the contractor.
Motor & Control Options

An EC motor that uses AC input power and internally converts it to DC power. Motor accepts a 0-10VDC control signal along with a 24V low voltage control in the motor. Motor is operable in the 2-10VDC range and will self-or control in the 0-10VDC range. Varispeed motors feature a soft start and inherent thermal and current protection built into each unit. Internal current control is activated and the motor will automatically reduce speed or turn off if overloaded or it becomes too hot.

Inlet air quality control package specifically designed to control a fan with a Varispeed motor via change in temperature, relative humidity, or both. Range is 32°F to 120°F and 0 to 100% relative humidity. 24VDC transformer with 85-277VAC input range is provided to power the control.