

# **TENDER DOCUMENTS**

## **SUBSECTION 6.12 OCCUPATIONAL HEALTH AND SAFETY**

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## **SUBSECTION 6.12 OCCUPATIONAL HEALTH AND SAFETY**

### **6.12.1 GENERAL**

6.12.1.1 This subsection describes the requirements relating to occupational health and safety. Its objective is to protect the workers employed in the performance of the work, the users and the general public, as well as anyone present on or having access to the work site.

### **6.12.2 DEFINITIONS**

6.12.2.1 In this subsection:

6.12.2.1.1 “Anyone” refers to the construction workers (both the Contractor’s and the subcontractors’), to any person employed in the performance of the work and, generally, to any person present on or having access to the work site;

6.12.2.1.2 “CNESST” refers to the “Commission des normes, de l’équité, de la santé et de la sécurité du travail”;

6.12.2.1.3 “FPP” refers to the framework prevention program adopted by the principal contractor and applicable to the work;

6.12.2.1.4 “Laws”: within the context of this subsection, the terms “Law” and “Laws” refer to any federal, provincial, municipal and other occupational health and safety law, code and regulation including, without however being limited to, the *Canada Labour Code (Part II – Occupational Health and Safety)*, the *Act respecting Occupational Health and Safety* (CQLR c. S-2.1) (hereinafter “AOHS”), the *Safety Code for the Construction Industry* (CQLR c. S-2.1, s. 223) (hereinafter “SCCI”), as well as the occupational health and safety laws, regulations, codes, standards and guidelines that are applicable to the work;

6.12.2.1.5 “OHS” refers to occupational health and safety;

6.12.2.1.6 “principal contractor” refers to the definition of principal contractor within the meaning of the AOHS.

### 6.12.3 PRINCIPAL CONTRACTOR

6.12.3.1 The Owner entrusts the Contractor, who accepts, with the obligations, responsibilities and duties of principal contractor of the work.

6.12.3.2 As such:

6.12.3.2.1 the parties agree not to confuse the responsibility for carrying all the work with the administrative direction, control and supervision powers that may be exercised the Owner, without in any way altering the real authority of the Contractor, which is responsible for carrying all the work;

6.12.3.2.2 the Contractor is fully responsible for the prevention of work accidents and occupational diseases related to the work. The Contractor shall protect Anyone's OHS, all in accordance with the Laws, and with the obligations and responsibilities under this Contract;

6.12.3.2.3 before the commencement of the work, the Contractor shall review the OHS prevention practices, directives and instructions in effect on the Owner's property and pertaining to the work;

6.12.3.2.4 the Contractor shall carry out the work in accordance with industry standards, diligently and in compliance with its obligations, responsibilities and duties under the Laws applicable to the work and in compliance with its contractual obligations and responsibilities ;

6.12.3.2.5 at least fourteen (14) days prior to the commencement of the work, the Contractor shall notify the Owner of the name and qualifications of its OHS designated responsible representative, who shall hold a health and safety coordinator certification or have at least five (5) years of relevant OHS experience in bridge, road or related structural works.

#### 6.12.3.3 SUBCONTRACTORS

6.12.3.3.1 The Contractor undertakes to ensure that its subcontractors carry out the work in accordance with industry standards, diligently and in compliance with the Contractor's obligations, responsibilities and duties under the Laws applicable to the work and in compliance with its contractual obligations and responsibilities.

6.12.3.3.2 The Contractor shall ensure, at all times, that the subcontractors whose services have been thereby retained are in good standing with the CNESST, notably by requiring that they submit a copy of the CNESST's *Demande de validation de conformité*.

#### 6.12.3.4 COMPLIANCE WITH LAWS AND REGULATIONS

- 6.12.3.4.1 At all times during the work, the Contractor shall provide the Owner, upon request, with proof that the Contractor itself and all subcontractors thereof have complied with the Laws, and with the obligations and responsibilities of the Contract. The version of the Laws shall be that in force during the period of the work and the most restrictive rules shall be applied.
- 6.12.3.4.2 The Contractor shall meet the Owner's OHS contract requirements. The Contractor shall inquire about the applicable safety regulations that may have an impact on its work. The Contractor agrees that the Owner may, as needed, modify its safety standards, directives or instructions and further acknowledges that it must immediately comply therewith upon receipt of a written notice from the Owner to that effect.

#### 6.12.4 PREVENTION AND SAFETY

##### 6.12.4.1 FRAMEWORK PREVENTION PROGRAM (FPP)

- 6.12.4.1.1 The Contractor undertakes to develop an FPP, at least fourteen (14) days prior to the commencement of the work and, where required, to transmit it to the CNESST before the commencement of the work. The Contractor shall also transmit a copy to the Owner for information as well as a copy of the commitment made by the subcontractors to comply with the FPP. Such FPP shall be developed regardless of the number of workers who will, at any given time, carry out the work.
- 6.12.4.1.2 The Contractor shall certify to the Owner, in writing, that the FPP:
- 6.12.4.1.2.1 complies with the Laws applicable to the work;
  - 6.12.4.1.2.2 is mandatory for its subcontractors, which have been duly informed thereof;
  - 6.12.4.1.2.3 takes into account the nature of the hazards and risks specific to the different types of work and provides for the adoption, implementation and necessary updating of the safe methods, techniques and procedures, as well as for the required training of workers pertaining to the control of such hazards and risks;
  - 6.12.4.1.2.4 takes into account the Owner's specific requirements for Anyone's OHS protection;
  - 6.12.4.1.2.5 integrates any other requirements in effect on the Owner's property and pertaining to the work, with respect to the site-specific risks and different types of work to be carried out, including the OHS training of both its own employees and those of its subcontractors with respect to such risks and their monitoring.

- 6.12.4.1.3 The Contractor shall ensure and certify to the Owner that its FPP provides, in accordance with the Laws, all prevention measures, including, without however being limited to, those related to the prevention of harassment and violence in the workplace, those related to the use and consumption of alcohol, drugs and other intoxicants, those relating to railway risks, as well as those related to high-risk critical work, such as hot work, scaffolding work, lifting, crane or lifting platform work, work at height and work in confined spaces.
- 6.12.4.1.4 As part of this Contract, the Contractor shall ensure the inclusion, in the FPP, of the specific work processes, methods, techniques and procedures relevant to the nature of this high-risk work including, without however being limited to, the following: presence of contaminants, lockout and other electrical hazards, hot work, work at height, erection and dismantling of temporary structures, lifting device operation, excavation and trenching work, lane closures, protection of the respiratory tract, as well as work on, near and above the water.
- 6.12.4.1.5 The Contractor undertakes to maintain and diligently modify the FPP according to the situations and needs of the work and to send such updates and modifications to the Owner, without delay.
- 6.12.4.1.6 The Contractor undertakes to carry out the work in full compliance with the FPP. The Contractor further undertakes to take all the necessary measures to ensure that any person having access to or present on the work site complies with the FPP at all times.
- 6.12.4.1.7 Additional action plan supplementing the FPP in the event that the frequency rate is exceeded for all reportable occupational injuries
- 6.12.4.1.7.1 If applicable, no later than fourteen (14) days prior to commencement of work and prior to receiving authorization to commence work on the site, the Contractor agrees, at its own expense, to develop and submit to the Owner an additional action plan to supplement the FPP. This plan must be to the Owner's satisfaction and demonstrate an enhanced approach to OHS management to ensure work site safety.
- 6.12.4.2 **CONTRACTOR'S EMERGENCY PLAN (EP)**
- 6.12.4.2.1 At least fourteen (14) days prior to the commencement of the work, the Contractor shall submit to the Owner, for review, an EP that shall be compatible with the Owner's emergency plan.
- 6.12.4.2.2 The Contractor shall take all necessary measures to ensure compliance with the EP by Anyone.

- 6.12.4.2.2.1 The Contractor shall come to an agreement with the local emergency services in order to complete and adapt its EP. If a meeting with the local emergency services is necessary because of the risks identified in the FPP, it shall be held before the commencement of the work and in the presence of the Owner.
- 6.12.4.2.2.2 The Contractor shall, at every access point leading to a working platform, identify the exact location of the work site in order to facilitate access for emergency response. The information on the sign shall enable the emergency services to easily locate the site.
- 6.12.4.2.3 Meetings
- 6.12.4.2.3.1 The Contractor shall, prior to the commencement of the work, hold a meeting to inform both its own workers and those of its subcontractors of the risks associated with the work and of the required preventive measures. An agenda accompanied by an attendance sheet, which shall be signed by all those in attendance, shall be prepared by the Contractor. The agenda and attendance sheet shall be conveyed to the Owner. During that meeting, the Contractor shall ensure that the FPP is conveyed and understood.
- 6.12.4.2.3.2 The Contractor shall organize OHS meetings to ensure compliance with both the Laws and the FPP. Such meetings shall take place at least every two (2) weeks. The Contractor shall draft an agenda accompanied by an attendance sheet, which shall be signed by all those in attendance. The Contractor's Project Manager, the Contractor's Superintendent and the Owner's representative shall attend these meetings.

## **6.12.5 SUSPENSION AND STOPPAGE OF WORK**

- 6.12.5.1 The Contractor acknowledges and agrees that the Owner may, at any time, order either a suspension or an immediate total or partial stoppage of the work if the Owner has reasonable grounds to believe that the work is endangering or compromising Anyone's OHS, including that of users and of the general public.
- 6.12.5.2 In such a case, the Contractor shall promptly provide the Owner with all the requested information and with all the assistance thereby needed to ensure that the corrective measures are diligently taken before authorizing the resumption of work.
- 6.12.5.3 All costs associated with such stoppage or suspension of work shall be borne by the Contractor, who acknowledges that no financial compensation will be granted by the Owner for any damage that may be suffered by the Contractor including, without however being limited to, delays in the work resulting from such stoppage or suspension, motivated by a hazard or a risk of compromising Anyone's OHS, including that of users and of the general public.

- 6.12.5.4 The Contractor acknowledges and agrees that, in such a case, such intervention by the Owner does not, in any way, substitute the Owner for the Contractor with respect to the latter's roles, obligations, responsibilities and duties as principal contractor.
- 6.12.5.5 In the event of a suspension or total or partial stoppage of the work by the CNESST, or the imposition, by the CNESST, of safety restrictions, regulations, or directives, the Owner will not grant the Contractor any financial compensation for any damage that may be suffered by the Contractor including, without however being limited to, delays in the work resulting from such intervention by the CNESST.

## **6.12.6 EQUIPMENT**

- 6.12.6.1 The Contractor undertakes to:
- 6.12.6.1.1 provide to Anyone the safety materials, equipment, devices and clothing, in accordance with the Laws;
  - 6.12.6.1.2 ensure that Anyone is familiar with and uses, in accordance with the Laws, the safety materials, equipment, devices and clothing;
  - 6.12.6.1.3 take all reasonable care to ensure that Anyone is informed of the known or foreseeable risks to which Anyone may be exposed;
  - 6.12.6.1.4 ensure the supervision required for Anyone's safety, including that of users and of the general public.
- 6.12.6.2 Prior to the commencement of the work, the Contractor shall send to the Owner a statement of conformity for such materials, equipment, devices and clothing. The Contractor shall obtain, at its own expense, any permits and licenses required for use thereof.
- 6.12.6.3 The Contractor shall ensure that its safety materials, equipment, devices and clothing, as well as those of its subcontractors and of any invited contractors, comply with the Laws and with the contract requirements. The Contractor agrees that in the event of ambiguity or contradiction between the Laws, the document that is most favorable to the Owner will prevail. The Owner's decision notably takes into account, without however being limited to, the compliance of the safety materials, equipment, devices and clothing under normal and regular use as well as the risks that they may pose to Anyone's OHS.

## **6.12.7 NOTICES AND DECLARATIONS**

- 6.12.7.1 The Contractor shall inform the Owner of any intervention report, notice of opening, notice of closing, remedial order, advance notice, statement of offence or other notices, reports or documents relative to this Contract that have been issued either by the CNESST or any other OHS authority, and send a copy thereof to the Owner. The Contractor shall further transmit to the Owner copy of any correspondence sent to or by the CNESST in relation with the work.
- 6.12.7.2 The Contractor shall further authorize the Owner to obtain, directly from the CNESST or from any other OHS authority, a copy of all such notices, reports and other documents issued by the CNESST to the attention of the Contractor and relating to this Contract. To this end, the Contractor shall, at the request of the Owner, send the CNESST a notice to that effect and give a copy thereof to the Owner.
- 6.12.7.3 The Contractor shall immediately report to the Owner, by the fastest means of communication, any serious accident that resulted in death, serious injury or property damage with significant consequences on the progress of the work or for which emergency services have been required, as well as any case of reportable disease. The information shall be confirmed in writing within six (6) hours of the event.
- 6.12.7.4 The Contractor shall immediately inform the Owner of any incident that could have had serious consequences on the progress of the work. Any other accident shall be reported to the Owner as expeditiously as possible.
- 6.12.7.5 The Contractor shall immediately report any marine occurrence to the Transportation Safety Board of Canada in accordance with the model attached in Appendix 6.12-I *Report of a Marine Occurrence/Hazardous Occurrence Report* and immediately inform the Owner thereof by sending a copy of said report.
- 6.12.7.6 In such a case, the Contractor shall forward its investigation and analysis report to the Owner within twenty-four (24) to forty-eight (48) hours of the event, which report shall notably include the remedial actions that the Contractor undertakes to put in place within a period agreed with the Owner.

## **6.12.8 TRAFFIC LANES**

- 6.12.8.1 For work to be carried out near vehicular, pedestrian or bicycle traffic lanes, the Contractor shall remain fully responsible for Anyone's safety, including that of users and of the general public. Vehicular, pedestrian and bicycle traffic shall at all times be protected from materials and tooling.
- 6.12.8.2 The Contractor shall ensure that no workers circulate in a lane open to vehicular or bicycle traffic.

## **6.12.9 SPECIFIC OHS PROVISIONS**

- 6.12.9.1 The Contractor shall, at all times, maintain on the site the degree of order and cleanliness required to ensure Anyone's safety.
- 6.12.9.2 The public shall not, at any time, have access to the equipment, access devices, scaffolding, footbridges and construction materials and equipment. To this end, the Contractor shall at all times provide a sufficient number of fences, barriers, posters, guards or other means in order to comply with its obligations.
- 6.12.9.3 During the execution of the work, the Contractor may be required to carry out activities in the presence of chemical or biological, noxious, toxic, corrosive, reactive, carcinogenic or irritating hazardous materials including, without however being limited to: pigeon droppings, lead, asbestos, silica, mold, contaminated soil and other hazardous materials.
- 6.12.9.3.1 In such cases, the Contractor undertakes to ensure that such risks are diligently controlled and brought to the attention of Anyone that may be exposed thereto.
- 6.12.9.4 The Contractor shall take all precautions and use all necessary means to prevent objects of any kind from falling off structures, access devices, scaffolding, footbridges or other.
- 6.12.9.4.1 The Contractor shall take all necessary precautions and preventive measures, including the provision of any protective equipment, to ensure OHS at the work site at all times.

## **6.12.10 AUTHORIZATION REQUESTS AND COORDINATION OF THE WORK**

- 6.12.10.1 The Contractor, undertakes to request authorization from the Owner in the event that the Contractor must carry out, notably, without however being limited to, the work listed below or any other hazardous work for which coordination is required:
- 6.12.10.1.1 lockout and other methods and measures for the control of hazardous energy;
- 6.12.10.1.2 confined space entry;
- 6.12.10.1.3 hindrance to public vehicular, pedestrian and bicycle traffic lanes;
- 6.12.10.1.4 load lifting using several lifting devices, either for lifting the same load or for simultaneous use in the vicinity, or for critical lifting;
- 6.12.10.1.5 scaffolding, platforms and other temporary structures.

- 6.12.10.2 The Contractor shall, in collaboration with the Owner, provide a rigorous coordination plan for work on and in the vicinity of the work site and for any risky activity requiring such coordination for Anyone's safety, including that of users and of the general public.
- 6.12.10.3 The Contractor acknowledges that the Owner may have work carried out in or in the vicinity of the work area at the same time as the work of this Contract.
- 6.12.10.3.1 The Contractor shall note that the simultaneous execution of work either by the Owner or by other contractors on or in the vicinity of the work site may require special coordination (notably, without however being limited to, of lane closures, temporary signage or simultaneous closures).
- 6.12.10.3.2 In such a case, the Contractor shall enter into a subordination agreement with the Owner or with the other contractor, under which agreement each one agrees to comply with the other's FPP regarding certain specific work planned in the Contractor's sector, for the duration of such situation. Such agreement shall conform to the model subordination agreement attached in Appendix 6.12-II *Subordination Agreement*.
- 6.12.10.3.3 The Contractor therefore undertakes, should such a situation arise, to exercise its role, obligations, responsibilities and duties as principal contractor in accordance with the provisions of this Contract.
- 6.12.10.3.4 The Owner undertakes to inform the Contractor, prior to the start of the work to be carried out by the Owner or by another contractor, of its presence on or in the vicinity of the work site so that the Contractor may immediately coordinate its work.
- 6.12.10.4 The parties covenant and agree that the Owner's authority to award to another contractor a contract for work on a portion or in the vicinity of the Contractor's work does not have the effect of limiting the principal contractor's role, obligations, responsibilities and duties.

#### **6.12.11 WATER TRAVEL**

- 6.12.11.1 At least seven (7) days before the date scheduled for the use of a boat or other floating device, the Contractor shall provide proof of the qualifications and certifications of the employees who will operate the floating equipment and other devices.
- 6.12.11.2 At least seven (7) days before the date scheduled for the use of a boat or other floating device, the Contractor shall send to the Owner, for information, a copy of the compliance letter obtained for each boat, floating device, accessory and flotation equipment.
- 6.12.11.2.1 The Contractor shall also provide the Owner with the list of the life-saving equipment that will be on the boats or other floating devices.

- 6.12.11.3 The Contractor acknowledges and agrees that following the imposition, by Transport Canada or by the CNESST, of any safety restrictions, regulations or directives such as the provision of lifeboats or any other measures required for boating safety, all costs will be borne by the Contractor, without any financial compensation from the Owner.

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**END OF SUBSECTION**

**APPENDIX 6.12-I**  
**REPORT OF A MARINE OCCURRENCE/  
HAZARDOUS OCCURRENCE REPORT**  
**FROM TRANSPORTATION SAFETY BOARD OF CANADA**

**APPENDIX 6.12-II**  
**SUBORDINATION AGREEMENT**