

TENDER DOCUMENTS

SUBSECTION 6.13 ENVIRONMENTAL PROTECTION

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SUBSECTION 6.13 ENVIRONMENTAL PROTECTION

6.13.1 GENERAL

- 6.13.1.1 This section describes the environmental protection requirements which shall apply to the **Contractor's** activities so that negative impacts to the environment may be minimized.
- 6.13.1.2 The impact that the **Contractor's** various activities may have on the environment may be minimized by executing conscientious preventive management before, during and after the work period. The **Contractor** shall comply with the practices described in the following articles in addition to other specific requirements which may be found in other sections of these specifications.

6.13.2 REQUIREMENTS IN ENVIRONMENTAL MATTERS

- 6.13.2.1 At least fourteen (14) days before the start of the work, the **Contractor** shall submit to the **Owner**, the name and qualifications of the **Contractor's** representative in environmental matters. This representative is responsible for any questions pertaining to the environment, and is responsible at all times, throughout the entire duration of the work at the site for :
- 6.13.2.1.1 Ensuring that all the **Contractor's** activities are carried out in compliance with applicable environmental laws, acts, regulations, codes, policies, instructions and guidelines;
- 6.13.2.1.2 Obtaining approvals, authorization certificates or permits required for any of the **Contractor's** installations and operations, from ministries, municipalities and other agencies responsible for environmental protection, and then transmitting a copy to the Engineer before the use of said installations or the commencement of said operations;
- 6.13.2.1.3 Preparing and submitting to the Engineer fourteen (14) days before the start of the work at the site, an Environmental Protection Plan identifying the name of the person in charge, applicable to the **Contractor's** activities and covering but not limited to the following items;
- 6.13.2.1.3.1 Scope of the Contract and nature of work.
- 6.13.2.1.3.2 Environmental protection :
- 6.13.2.1.3.2.1 environmental protection (see paragraph 6.13.4);
- 6.13.2.1.3.2.2 property damage and nuisance (see paragraph 6.13.5);
- 6.13.2.1.3.2.3 protection of flora and wildlife (see paragraph 6.13.6);

- 6.13.2.1.3.2.4 site organization (see paragraph 6.13.7);
- 6.13.2.1.3.2.5 hazardous materials (see paragraph 6.13.9);
- 6.13.2.1.3.2.6 petroleum products (see paragraph 6.13.10);
- 6.13.2.1.3.2.7 non-hazardous waste (see paragraph 6.13.11);
- 6.13.2.1.3.2.8 asbestos (see paragraph 6.13.12);
- 6.13.2.1.3.2.9 hazardous waste (see paragraph 6.13.13);
- 6.13.2.1.3.2.10 waste water (see paragraph 6.13.14);
- 6.13.2.1.3.2.11 contaminated soil and ground water (see paragraph 6.13.15);
- 6.13.2.1.3.2.12 atmospheric emissions (see paragraph 6.13.16).
- 6.13.2.1.3.3 Emergency measures :
- 6.13.2.1.3.3.1 Emergency measures in the event of an environmental incident, spill or fire (see paragraph 6.13.8).
- 6.13.2.1.4 Ensuring compliance with the environmental impact mitigation measures prescribed in the Contract. These measures are not exhaustive - others may be required to suit the **Contractor's** work methods;
- 6.13.2.1.5 Transmitting to the Engineer a copy of any correspondence between the **Contractor** and representatives of all ministries, municipalities and other agencies responsible for environmental protection, including incident reports;
- 6.13.2.1.6 Submitting to the Engineer for examination, at least fourteen (14) days before the start of work at the site or according to any other delay prescribed elsewhere in the present Contract, detailed drawings for any site installations related to environmental protection. The type of site installations includes but is not limited to : fuel service areas, temporary storage locations, enclosures and other site installations or facilities required by applicable environmental laws, acts and regulations or by the present Contract;
- 6.13.2.1.7 Distributing to the **Contractor's** employees all relevant environmental protection information, including those measures required by the present Contract;
- 6.13.2.1.8 Ensuring that the **Contractor's** personnel is trained and sensitized to the environmental aspects of the project. More specifically, the **Contractor's** personnel shall be familiar with the Emergency Response Plan in case of spills, environmental incidents or fires;

- 6.13.2.1.9 Performing at least one monthly inspection of the site in order to verify the conformance of the activities to the requirements of this subsection. The **Contractor's** representative in environmental matters shall complete a site inspection form following each inspection and submit it to the Engineer.
- 6.13.2.1.10 If the **Contractor** does not transmit his measures in the format and within the delays prescribed in paragraph 6.13.2.1.3 to the Engineer's satisfaction, the Engineer may retain a portion or the totality of the payments pertaining to the work already executed, until such a time that the environmental protection measures and emergency measures have been presented for exam and have been accepted.

6.13.3 LAWS AND REGULATIONS

- 6.13.3.1 The **Contractor** shall comply with applicable Federal, Provincial, and Municipal laws and regulations of an environmental nature and shall assume full responsibility for any violations of these laws and regulations. For the purpose of the present subsection, the word "Law" includes any applicable Federal, Provincial and Municipal laws and regulations of an environmental nature, including but not limited to those listed in the following table as well as the related policies, instructions and guidelines, as modified from time to time.

Federal	
Canadian Environmental Protection Act, 1999 (S.C. 1999, c. 33)	Federal Halocarbon Regulations (2003), (SOR/2003-289)
	Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations (SOR/2005-149)
	Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations (SOR/2008-197)
	Volatile Organic Compound (VOC) Concentration Limits for Architectural Coatings Regulations (SOR/2009-264)
Fisheries Act (R.S.C., 1985, c. F-14)	
Hazardous Products Act (R.S.C., 1985, c.H-3)	Controlled Products Regulations (SOR/88-66)
Transportation of Dangerous Goods Act, 1992 (S.C. 1992, c.34)	Transportation of Dangerous Goods Regulations (SOR/2001-286)
Navigable Waters Protection Act (R.S.C., 1985, c. N-22)	

Federal	
Canada Shipping Act, 2001 (S.C. 2001, c. 26)	
Species at Risk Act (S.C. 2002, c. 29)	
Migratory Birds Convention Act, 1994 (S.C. 1994, c. 22)	
Provincial (Quebec)	
Environment Quality Act (R.S.Q., c.Q-2)	Québec residual materials management policy (R.R.Q., c.Q-2, r.35.1)
	Land Protection and Rehabilitation Regulation (R.R.Q., c.Q-2, r.37)
	Clean Air Regulation (R.R.Q., c.Q-2, r.4.1)
	Regulation respecting the landfilling and incineration of residual materials (R.R.Q., c.Q-2, r.19)
	Regulation respecting hazardous materials (R.R.Q., c.Q-2, r.32)
	Regulation respecting the burial of contaminated soils (R.R.Q., c.Q-2, r.18)
	Regulation respecting halocarbons (R.R.Q., c.Q-2, r.29)
Petroleum Products Act (R.S.Q., c.P-30.01)	Petroleum Products Regulation (R.R.Q., c.P-30.01, r.1)
An Act respecting threatened or vulnerable species (R.S.Q., c.E-12.01)	Regulation respecting threatened or vulnerable plant species and their habitats, (R.R.Q., c.E-12.01, r.3)
	Ministerial Order concerning the establishment of a list of threatened or vulnerable vascular plant species which are likely to be so designated and a list of threatened or vulnerable wildlife species which are likely to be so designated (R.R.Q., c.E-12.01, r.4)
An Act respecting the conservation and development of wildlife (R.S.Q., c.C-61.1)	
Municipal (Communauté Métropolitaine de Montréal (CMM))	
Règlement N° 2008-47 sur l'assainissement des eaux	
Règlement N° 2007-42 modifiant le règlement 2001-10 sur les rejets à l'atmosphère et sur la délégation de son application	

6.13.3.2 The **Contractor** is deemed to be knowledgeable in matters pertaining to the protection of the environment and shall apply all environmental legislations, pertinent policies, guidelines, as well as good practices pertaining to the prevention and attenuation of nuisances including noise, dust, odours, visual appearance, traffic, storage, temporary lighting, and vibrations.

6.13.4 ENVIRONMENTAL PROTECTION

6.13.4.1 WATERWAYS

6.13.4.1.1 The **Contractor** shall ensure that no part of the seaway channel, the St-Lawrence River or other waterways, are contaminated by any means whatsoever as a result of the **Contractor's** activities.

6.13.4.1.2 Work, within a waterway or its embankments, is prohibited under any circumstance without prior authorization by the authorities having jurisdiction over said waterway.

6.13.4.1.3 The work shall be carried out in such a manner that no demolition material, waste or any other object is allowed to fall into waterways. The **Contractor** shall recover, as quickly as possible, any material or equipment that happens to fall or be discharged accidentally into a waterway.

6.13.4.1.4 The **Contractor**, his subcontractors and suppliers and their employees are forbidden from using any natural water source (streams, rivers and bodies of water) within the work site for equipment washing purposes or other work site operations.

6.13.4.2 EROSION AND SEDIMENTATION

6.13.4.2.1 The **Contractor** shall take all necessary precautions to limit erosion and sedimentation resulting from the **Contractor's** activities.

6.13.4.2.2 The Engineer will require from the **Contractor** a description of the methods that the **Contractor** intends to use to control erosion and sedimentation when necessary.

6.13.5 PROPERTY DAMAGE AND NUISANCE

6.13.5.1 The **Contractor** shall carry out the work in a manner such as to prevent or minimize damages or nuisances caused by vibrations, noise, dust, settlement or other negative impacts to the **Owner's** properties, adjoining properties and the public.

- 6.13.5.2 Before commencing site work, in the event of potential negative impacts of the **Contractor's** activities on people and property, the **Contractor** shall inform the Engineer of the nature of these impacts, their duration, and provide the name, address and phone number of the person to be contacted for information or in case of complaints.
- 6.13.5.3 The **Contractor** shall supply the Engineer the corrective measures the **Contractor** intends to use to answer complaints resulting from nuisances caused to neighbouring people and property.
- 6.13.5.4 In the event that the **Contractor's** work threatens to cause property damages as a result of vibration, settlement, emission of contaminants or situations of a similar kind, the **Contractor** shall submit for examination to the Engineer, at least fourteen (14) days before the start of these works, the measures he intends to undertake in order to document and establish the condition of properties before the work begins, as well as those measures he intends to implement to limit or prevent the risks of damages.
- 6.13.5.5 The **Contractor** shall comply with all Laws governing noise and nuisances. The **Contractor** shall obtain all authorizations required for this purpose before commencing the work.
- 6.13.5.6 Any **Contractor** activity on a site having a heritage value or in an area intended for recreational purposes is forbidden under any circumstances without prior authorization from the authorities having jurisdiction over these sites.
- 6.13.5.7 Protective measures shall be taken to preserve the original features of the structure's architectural elements (including in particular, buildings, bridges and tunnels) which could be affected by the work to be carried out.
- 6.13.5.8 For night work, the lighting used shall be oriented only towards the work areas, and devices such as screens shall be used in order to avoid direct projection of light outside these areas, which could otherwise represent a source of danger or an inconvenience to the public.

6.13.6 PROTECTION OF FLORA AND WILDLIFE

- 6.13.6.1 Flora shall not be removed or damaged, nor shall any vegetation be planted on the site. As much as possible, all elements forming the natural habitat shall be protected in order to preserve their ecological value.
- 6.13.6.2 At the Engineer's request, the **Contractor** shall protect trees and bushes adjacent to the work site, at no additional cost to the **Owner**.
- 6.13.6.3 During excavation and landscaping work, the **Contractor** shall control the traffic in tree root zones in order to prevent any soil compaction.

- 6.13.6.4 The **Contractor** shall adapt the execution of his work with the requirements pertaining to wildlife including aquatic wildlife and flora.
- 6.13.6.5 It is forbidden to lay traps, poison or to kill animals on the site.
- 6.13.6.6 It is forbidden to use herbicides, pesticides and other poisons on the site.
- 6.13.6.7 The **Contractor** shall not paint, damage or mark the natural elements (in particular rocks and trees) present on the site and surroundings for surveying purposes or others, without obtaining prior authorization from the Engineer.
- 6.13.6.8 Works to repair damages caused to vegetation, natural elements and wildlife located outside the limits of the work site, where applicable, shall be carried out under the supervision of a qualified specialist, hired and paid for by the **Contractor**.

6.13.7 SITE ORGANIZATION

6.13.7.1 LIMITED ACCESS ZONES

- 6.13.7.1.1 The **Contractor** shall limit access to those areas considered to be environmentally sensitive or which have ecological value. The **Contractor** shall ensure that no person, machine, equipment or material be stationed or have access to these areas at any time. Limited access zones are identified by the Engineer. The **Contractor** has the responsibility to install fences (or other appropriate measures) around these areas in order to limit their access.

6.13.7.2 ACCESS ROADS

- 6.13.7.2.1 The **Contractor** shall control the movement of his vehicles and those of his subcontractors and suppliers on the site in such a way that their travel on designated roads do not create a nuisance due to noise, dust or traffic congestion.
- 6.13.7.2.2 During the work, the **Contractor** shall recover, without delay, any material that happens to fall during transport onto the road surface or in ditches of both private and public roads used for transporting his equipment.

6.13.7.3 MAINTENANCE OF VEHICLES AND CONSTRUCTION EQUIPMENT

- 6.13.7.3.1 The maintenance of vehicles and construction equipment on site shall be carried out in a workshop or in a service area dedicated for this purpose.
- 6.13.7.3.2 The **Contractor** shall take all necessary precautions to prevent soil contamination, both at the workshop, the service area as well as at all other locations on the site.

6.13.7.3.3 Vehicles and construction material shall be maintained in good working order and serviced regularly. Vehicles or equipment which leak fluids shall be repaired immediately or removed from the site.

6.13.7.3.4 The **Contractor** shall recover any residues resulting from the washing of construction materials.

6.13.7.4 SITE RESTORATION

6.13.7.4.1 As work progresses, the **Contractor** shall clean all the work area and all other areas made available to him. At the end of the work, the **Contractor** shall restore, in a state acceptable to the Engineer, the grounds and the work site. In order to show that the grounds and the work site have been reinstated in an acceptable state to the **Contractor** shall participate to a pre-work inspection and to a post-work inspection according to the following :

6.13.7.4.1.1 Pre-work inspection

6.13.7.4.1.1.1 Before starting any work, the **Contractor** shall, in the presence of the Engineer, carry out a systematic video and/or digital photographic survey of the work sites as well as other grounds that may be affected by the work. The purpose of this videorecording and/or photographic survey is to provide a reference as to the original condition of the work site and other grounds. A survey report shall be made by the **Contractor** and shall be signed by the Engineer and the **Contractor**. The video and/or photographic survey, shall be produced in three (3) copies, two (2) copies of which including the computer files shall be remitted to the **Owner**.

6.13.7.4.1.2 Post-work inspection

6.13.7.4.1.2.1 At the end of the work, the **Contractor** shall, in the presence of the Engineer, carry another video and/or photographic survey of the work sites as well as surrounding grounds. The purpose of this videorecording and/or photographic survey is to assist the Engineer in determining whether the work sites and other grounds have been restored to their original condition upon completion of the work to his satisfaction. A survey report shall be made by the **Contractor** and shall be signed by the Engineer and the **Contractor**.

6.13.8 EMERGENCY MEASURES IN THE EVENT OF AN ENVIRONMENTAL INCIDENT, SPILL OR FIRE

6.13.8.1 The **Contractor** shall take all necessary measures to protect the environment and to avoid all forms of pollution or contamination. The **Contractor** shall prepare an Emergency Response Plan to respond to a spill, environmental incident or fire. This plan shall be submitted to the Engineer for his examination at least fourteen (14) days before the start of the on site work.

- 6.13.8.2 The **Contractor** shall ensure that his employees are trained and familiar with the procedures to be followed in the event of an accidental spill, environmental incident or fire including notification of the Engineer and other pertinent authorities.
- 6.13.8.3 The **Contractor** shall, depending on the nature of the work, install on every work site (on land and on water) one or more environmental kits and an extinguisher of a class that conforms to the applicable standards in order to manage any spill, environmental incident or fire. The treatment and restoration of those areas affected by a spill, environmental incident or fire shall be performed to the satisfaction of the Engineer at the **Contractor's** expense.
- 6.13.8.4 The environmental kit shall contain at least the following items:
- 45-gallon plastic barrel;
 - 100-15" X 19" X 12 oz absorbent sheets;
 - 5-3" X 48" socks;
 - 2-5" X 10' socks;
 - 1-package of putty;
 - 3-40" X 60" X 6 mil disposal bags;
 - 2-pairs of nitrile gloves.
- 6.13.8.5 The **Contractor** shall notify the appropriate environmental authorities of any incident according to the applicable legislation for that type of incident.
- 6.13.8.6 In the event of an environmental incident, a spill or a fire, the **Contractor** shall submit a plan for environmental characterization for approval by the Engineer. The characterization should assess the condition of the site to the satisfaction of the Engineer. If required by the Engineer, the **Contractor** shall submit a plan for environmental rehabilitation for approval by the Engineer. The plan must provide for the recovery of contaminant(s) and the removal of all contaminated materials. Rehabilitation of the site must be performed according to the plan approved by the Engineer and to his satisfaction.
- 6.13.8.7 Failure by the **Contractor** to meet the requirements of paragraphs 6.13.8.3 and 6.13.8.6 shall result in the application of article 5.35.10 *Damages for failure to comply with specific environmental protection requirements.*

6.13.9 HAZARDOUS MATERIALS

- 6.13.9.1 Hazardous materials, as defined by the *Regulation respecting hazardous materials*, (R.R.Q., c.Q-2, r.32) used on the work site shall be stored in such a manner as to contain any leak or spill. Before opening the work site, the **Contractor** shall submit for examination, the product data sheets for all products required for the execution of the Contract to the Engineer, and the **Contractor** shall ensure that these data sheets are available on the work site.
- 6.13.9.2 The **Contractor** shall submit to the Engineer before the start of the work on the site, his storage, handling and hazardous materials disposal methods that will be used on the site.
- 6.13.9.3 Abrasives used for blast cleaning and stripping operations shall be exempt of heavy metals. The **Contractor's** representative in environmental matters shall obtain a manufacturer's attestation or obtain analysis results of a representative sample of abrasive in order to ensure that the chemical composition of the abrasive used is known.

6.13.10 PETROLEUM PRODUCTS

- 6.13.10.1 Petroleum products, including but not limited to, gasoline, diesel, lubricating oils and greases necessary for the operations of the **Contractor**, shall not be stored on the work site without the authorization of the Engineer.
- 6.13.10.2 The **Contractor** shall ensure that all petroleum products are stored, handled and used with precaution. Containment, protection and retrieval measures shall be implemented by the **Contractor** to handle leaks or spills.
- 6.13.10.2.1 Reservoirs used for the storage of petroleum products must conform to and meet applicable standards. Reservoir openings and pumps must remain locked at all times.
- 6.13.10.2.2 Reservoirs and dispensers must be protected and located so as to minimize the risks and consequences of a collision.
- 6.13.10.2.3 The **Contractor** shall notify the local fire protection services of the presence of reservoirs on the work site.
- 6.13.10.3 In the event of a leak or spill of petroleum products, the **Contractor** shall immediately retrieve the petroleum products and remove all of the contaminated materials and soils and then dispose of these materials in an authorized location and in accordance to Law. The affected area may, as decided by the Engineer, have to be subject to a characterization and environmental rehabilitation by the **Contractor** in accordance with the requirements of paragraph 6.13.8.6.

- 6.13.10.4 In the event of a leak or spill on a solid surface, the **Contractor** shall recover the petroleum products and clean the surface to the satisfaction of the Engineer. Recovered products must be disposed of at an authorized site and in accordance to Law.
- 6.13.10.5 Catch basins shall be used for stationary equipment such as generators and compressors. These catch basins shall be inspected during periods of rain in order to avoid overflows.
- 6.13.10.6 Failure by the **Contractor** to comply with the requirements of paragraphs 6.3.10.2 to 6.13.10.4 shall result in the application of article 5.35.10 *Damages for failure to comply with specific environmental protection requirements*.

6.13.11 NON-HAZARDOUS WASTE

- 6.13.11.1 The **Contractor** shall remove from the work site all non-hazardous waste resulting from the present works and dispose of them in accordance to Law.
- 6.13.11.2 The **Contractor** shall supply a sufficient quantity of containers to store domestic waste on a daily basis. Domestic waste shall be disposed of in an authorized site and in accordance to the Law.
- 6.13.11.3 The **Contractor** shall implement an adequate waste management program to ensure the confinement and disposal of wastes such as metallic debris, asphalt pavement and concrete debris. As much as possible, waste material shall be sorted and recycled.
- 6.13.11.4 The **Contractor** shall maintain a register of all non-hazardous waste removed from the work site. The register must contain, as a minimum, information on the type of waste, the volume eliminated as estimated by the **Contractor**, the removal dates, the carrier, the transportation manifest number, the disposal site and the weight removed. Manifests and transport weigh tickets must accompany the registry. The register must be kept up to date and made available to the Engineer upon request.

6.13.12 ASBESTOS

- 6.13.12.1 In the event that the **Contractor** suspects the presence of materials which may contain asbestos, the **Contractor** shall immediately inform his employee responsible for health and safety on the work site as well as the Engineer.
- 6.13.12.2 Control measures shall be taken by the **Contractor** according to the requirements prescribed in the *Code de sécurité pour les travaux de construction* (R.R.Q. c.S-2.1, r.6).

6.13.13 HAZARDOUS WASTE

- 6.13.13.1 The **Contractor** shall not store hazardous waste on the work site and shall dispose of such waste off site, in accordance to Law.
- 6.13.13.2 The **Contractor** is the *shipper* of hazardous waste and special waste and shall bear all costs associated with obtaining and completing each manifest, together with the transporter and recipient of the hazardous waste and special waste.
- 6.13.13.3 The **Contractor** shall hire a transporter who possesses a provincial transportation permit for hazardous waste or special waste. The **Contractor** shall supply the Engineer with the list of the transporter(s) as well as the list of authorized sites that will receive these materials. This list shall be submitted to the Engineer fourteen (14) days before the start of the work.
- 6.13.13.4 The **Contractor** shall submit to the Engineer, as they are produced, copies of all documents, forms and manifests regarding hazardous waste and special waste.
- 6.13.13.5 The **Contractor** shall maintain an accurate log of all materials eliminated from the work site in such a manner as to enable the **Owner** to trace the material from its point of origin to its final disposal site.
- 6.13.13.6 The **Contractor's** representative in environmental matters shall ensure that analysis certificates are obtained from a laboratory accredited by the Quebec *Ministère du Développement durable, environnement et parcs*, in the case where a characterization of the waste is required.
- 6.13.13.7 The **Contractor's** representative in environmental matters shall obtain a disposal certificate issued by the disposal site or transfer centre for solid waste or debris considered as hazardous waste or special waste. A copy of these certificates shall be submitted to the Engineer.
- 6.13.13.8 In order to ensure adequate management of all solid waste generated during the work (in particular debris and waste), the Engineer may require that the **Contractor** conduct, at the **Contractor's** expense, an analysis of these materials, in order to determine their level of contamination.
- 6.13.13.9 To control contaminated abrasives, the **Contractor** shall periodically supply the Engineer at the work site with a mass balance of abrasives entering and exiting the work site.
- 6.13.13.10 If required by the Engineer, a report specifying the nature, quantity and location of these materials shall be submitted to the Engineer before the start of the demolition work. This report shall be paid for by the **Contractor**.

6.13.14 WASTE WATER

- 6.13.14.1 The **Contractor** shall ensure that waste water generated during the work, including waters generated by site installations and waters generated from concrete sawing and work site operations are confined and recovered. If a treatment system (portable settling tanks, filters or other equipment of this type) must be used, it shall prevent contaminants and potentially contaminated waste products from being deposited into the sewer system. The **Contractor** shall establish and use the necessary means to dispose of the collected sediments and waste water, and to ensure compliance with disposal standards. Wherever required, a copy of the results of the analyses of the sediments and waste waters must be supplied to the Engineer before their disposal.
- 6.13.14.2 The grounds and drainage network in the vicinity of temporary site facilities shall be set up in order to prevent any contamination of the surroundings.

6.13.15 CONTAMINATED SOIL AND GROUND WATER

- 6.13.15.1 The **Contractor** shall carry out if required or on demand from the Engineer a characterization of the soil and ground water which may be affected by the work at the locations planned for his temporary facilities, including equipment and material storage areas, maintenance workshop, fuel service areas, loading and unloading zones, vehicle washing areas, parking areas and others. A characterization of the soil and ground water shall be carried out by the **Contractor** before beginning and at the end of the work at the site. The purpose of this characterization is to demonstrate to the **Owner** that the grounds are restored to their original condition. The first report shall be submitted to the Engineer fourteen (14) days before the start of the site work, and the second, no later than fourteen (14) days after the completion of the site work.
- 6.13.15.2 In the event that a potentially contaminated soil needs to be excavated pursuant to this Contract, the **Contractor** shall prepare and submit to the Engineer a contaminated soil disposal plan in accordance to Law.

6.13.16 ATMOSPHERIC EMISSIONS

- 6.13.16.1 The **Contractor** shall use work methods which generate the least amount of dust possible. If the nature of the work so requires, the **Contractor** shall use dust control products.
- 6.13.16.2 If the application of dust control products other than water are required, the material used shall comply with the eco-toxicological requirements of standard NQ 2410-300 – *Dust Abatement Products for Non-Asphalted Roads and Other Similar Surfaces* and be certified by the *Bureau de Normalisation du Québec*.

- 6.13.16.3 The **Contractor** shall avoid the excavation, manipulation and transportation of material which may easily erode in very windy conditions or when dusty conditions are present.
- 6.13.16.4 Cleaning and stripping of metallic surfaces using mechanical brushing or grinding shall be carried out using adequate confinement methods, such as tarps or nets. Cleaning and stripping work using abrasive blast cleaning as well as painting and coating applications using spray guns or rollers shall be carried out within a sealed enclosure (enclosure, scaffolding) in order to avoid dispersion of particles or small droplets so as to prevent the contamination of persons, traffic, property and the natural environment.
- 6.13.16.5 The **Contractor** shall ensure that all fine materials (cement or other similar materials or products) used for construction purposes as well as waste are confined during their transportation to avoid spreading of dust.
- 6.13.16.6 The **Contractor** shall ensure that the exhaust and anti-pollution systems for the site equipment be maintained in good working order. Equipment that emits excessive quantities of exhaust, for example, due to poor engine tuning, shall be repaired as quickly as possible or replaced.
- 6.13.16.7 The **Contractor** shall avoid letting the engines of his vehicles run needlessly.
- 6.13.16.8 Open fires or the burning of construction waste or any other objects is forbidden on all of the **Owner's** properties.

END OF SUBSECTION